

Summary Plan Description

Northrop Grumman Retiree Medical Plan

January 2025

A Guide to Your Northrop Grumman Retiree Medical Plan

This guide is the summary plan description (SPD) for the Northrop Grumman Retiree Medical Plan (also referred to as the "Retiree Medical Plan" or "Plan"), as in effect on January 1, 2025. The benefits described in this SPD are offered to eligible non-represented retired employees and eligible retired employees of certain represented business units of Northrop Grumman.

The information contained in this guide satisfies the SPD requirements provided under the Employee Retirement Income Security Act of 1974 (ERISA). This description doesn't cover every provision of the Plan. Some complex concepts have been simplified or omitted in order to present a more understandable plan description. If the description is incomplete, or if there's any inconsistency between the information provided here and the official plan texts, the provisions of the official plan texts will prevail.

Northrop Grumman reserves the right to amend, modify or terminate any and all parts of this Plan at any time and for any reason. This includes changes to the amount of credits to retiree health reimbursement accounts ("RHRAs") and future eligibility for RHRAs. Changes can apply to those who retired in the past, as well as to those who retire in the future. Once approved, plan changes are incorporated into the plan texts, SPDs and vendor administration at the effective date. The Benefit Plans Administrative Committee is the plan administrator of the Plan. The plan administrator has the discretionary authority to interpret the Plan and it may adopt rules and procedures to implement any plan provision. The plan administrator also has the authority to take any appropriate action to administer the Plan.

Subject to the Plan's review procedures, the plan administrator's decisions about the Plan are conclusive and binding on all persons.

Your right to receive benefits described in this booklet is determined by the official plan text — not by any other written or oral communication you may receive from the plan administrator, from the claims administrator or from Northrop Grumman.

As you read this guide, you'll notice that it refers to "you" and "your" when discussing benefits. This doesn't mean that everyone who reads this guide is eligible to participate in the benefit plans described here or is qualified to receive benefits that might be payable by the plans. You should carefully read this guide to determine if you can qualify to receive plan benefits.

If you have questions not answered in this guide, contact the Northrop Grumman Benefits Center (NGBC)* at 800-894-4194. Benefits Center representatives are available to answer your questions Monday through Friday (except most New York Stock Exchange holidays), 8:30 a.m. to midnight Eastern time. If outside the U.S., dial the AT&T out-of-country access code, then dial 800-894-4194. Dial 711 for TTY service. Information provided to you by the NGBC is for informational purposes only and is not, and should not be considered, part of the Northrop Grumman Retiree Medical Plan or this guide and cannot modify the Plan or this guide. Accordingly, the terms of the Northrop Grumman Retiree Medical Plan or this guide will govern, even if inconsistent with information provided by the NGBC.

The RHRA benefits provided under the Plan are provided on a "self-insured" basis. Life insurance benefits provided under the Plan are provided on an "insured" basis. For life insurance benefits, premium payments are paid to an insurance company and the insurance company assumes financial responsibility for claims under the Plan.

For “self-insured” benefits, no insurance company assumes financial responsibility for claims under the Plan. Approved claims are paid out of the funds deposited to the trust maintained for the Plan (see **Specific Plan Facts** for information about the trustee). Northrop Grumman and retiree contributions, if any, are deposited in the trust and are used to pay benefits.

The insured life insurance benefits provided under the Plan are described in detail in the life insurance coverage certificates, which are considered part of, and must be read together with, this “main” portion of the SPD, which contains the plan rules regarding eligibility, participation, costs, administration, and other important information applicable to the benefits described in those separate documents.

Northrop Grumman (also referred to as the “Company” in this guide) refers to Northrop Grumman Corporation and Northrop Grumman’s affiliates that participate in the Plan.

*If your retiree medical benefits are administered by Benefits Outsourcing Solutions, also referred to as the Northrop Grumman Benefits Service Center (NGBSC), please call the NGBSC at 800-410-6605.

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Plan Highlights

Plan Effective Date

The original effective date of the Northrop Grumman Retiree Medical Plan was January 1, 2006. This SPD describes the terms of the Plan as in effect on January 1, 2025.

Retiree Health Reimbursement Account

Beginning January 1, 2025, the Northrop Grumman Retiree Medical Plan no longer offers medical and prescription drug coverage. Instead, Northrop Grumman has partnered with Via Benefits™, a private insurance exchange, to provide retirees a broad portfolio of individual health insurance plans and Medicare supplemental plans and help them understand and enroll in these plans. Via Benefits can also assist retirees in purchasing individual health insurance through state and the federal health marketplace. Please call Via Benefits at 855-832-0976 for more information about their services.

If you are eligible for subsidized retiree medical coverage due to your company heritage and hire date, you may receive subsidized coverage in the form of a Retiree Health Reimbursement Account (RHRA). Please see **Eligibility** later in this SPD for more information. Northrop Grumman will provide each subsidy-eligible individual retiree with a fixed annual “credit” amount to an RHRA that can be used to help pay for an individual health insurance plan of their choice. This RHRA can be used for an individual health plan, prescription drug, dental, and vision, as well as TRICARE supplemental premiums and long-term care premiums. For those age 65 and older, the RHRA can also be used to reimburse premiums for Medicare supplemental plans and Medicare Part B premiums. To receive your RHRA credit as an eligible retiree or spouse/domestic partner under age 65, you must either (i) timely enroll in medical insurance on a State or Federal individual marketplace through Via Benefits or dental or vision insurance through Via Benefits,¹ or (ii) enroll in individual health insurance outside of Via Benefits, in TRICARE supplemental coverage, and/or long-term care coverage and notify Via Benefits of your enrollment in such coverage. To receive your RHRA credit as an eligible retiree or spouse/domestic partner age 65 and over, you must (i) enroll in health insurance coverage through Via Benefits or (ii) enroll in TRICARE supplemental coverage or long-term care coverage, and notify Via Benefits of your enrollment.

If you are not eligible for subsidized retiree medical coverage, you will not be eligible for an RHRA. However, you will still be able to use Via Benefits to assist you in purchasing health insurance through state and the federal health marketplaces or Medicare supplement insurance.

Life Insurance

Certain heritage retirees are eligible for life insurance benefits under the Plan. See **Life Insurance** later in this SPD for the life insurance eligibility rules.

¹ If you live in Rhode Island, Massachusetts or Vermont, Via Benefits will help you review publicly available plan options. You must enroll directly with the state online, or Via Benefits can connect you to your state marketplace. These states do not allow Via Benefits to complete the enrollment process for you.

Eligibility

Retiree Eligibility

You are eligible for the Plan if, due to your company heritage and hire date, you qualify for an RHRA or if you are eligible for Life Insurance (as described later).

You may be classified as part of a heritage company group depending on your employment history. For most heritage groups, eligibility for heritage retiree medical was frozen as of June 30, 2003. The freeze date for some heritages was later. If you were hired, or in some cases, retired, prior to the freeze date, you may be eligible for an RHRA. If you were hired, or in some cases, retired, after the freeze date, or if your heritage company did not offer a retiree medical plan, you are not eligible for an RHRA and are not eligible to participate in the Northrop Grumman Retiree Medical Plan unless you are eligible for retiree life insurance (as described later). Please call the NGBC at 800-894-4194 to review your options.

The heritage company eligibility rules described below are generally designed to be consistent with the retiree medical eligibility provisions of the plans in effect at the heritage company at the time it was acquired by Northrop Grumman. However, the medical eligibility provisions set forth below are final and control in the event that there is any discrepancy with the eligibility provisions of a heritage company plan.

The Benefit Plans Administrative Committee, in its sole discretion, may (but is not required to) refer to and interpret the terms of any heritage company plan in order to resolve any question regarding eligibility under the Northrop Grumman Retiree Medical Plan.

You are not eligible for benefits under the Northrop Grumman Retiree Medical Plan if **any of the following apply**:

- You don't qualify under any of the heritage company groups described below and don't qualify for retiree life insurance (as described later).
- You are covered as a dependent of an active Northrop Grumman employee. (You may join the plan upon termination of coverage in the active plan, if you are eligible.)
- You are rehired by Northrop Grumman as an active employee. You may reenroll in the Northrop Grumman Retiree Medical Plan in the same heritage under which you originally enrolled if you terminate employment in the future.
- You were identified as an "HII Employee" in the Employer Matters Agreement between Northrop Grumman Corporation and Huntington Ingalls Industries, Inc., unless you meet the age and service requirements of an eligible heritage group described above, disregarding any years of service with Northrop Grumman Corporation prior to March 31, 2011 and any years of service with Huntington Ingalls Industries, Inc. (In other words, if you were identified as an HII Employee and return to work at Northrop Grumman Corporation, you will, upon your return to Northrop Grumman, start with zero years of service for purposes of determining eligibility under this Plan.)

Specific information regarding your RHRA credit will be provided to you at the time of your retirement and on a periodic basis thereafter. As noted previously, Northrop Grumman reserves the right to amend, modify, or terminate the plan at any time and for any reason. This

right includes, but is not limited to, the right to change or eliminate Northrop Grumman's credit toward the RHRA.

Heritage Company Groups

Aerojet Heritage

- You were hired prior to January 1, 1997, by an Aerojet heritage company that was acquired by Northrop Grumman prior to January 1, 2005, or you have Aerojet pension service prior to 1997 that is being counted toward your pension credit, and
- You terminate employment at age 55 or older with 120 months of cumulative pension service.

Defense (Advanced) Systems

- You were employed by Defense Systems heritage prior to February 2, 1987, and in a Defense Systems entity on or before June 30, 2003,
- You accumulate 75 points (age plus years of service) at termination, and
- You are age 55 or older at the time of termination.

Former Westinghouse

- You were hired prior to July 1, 2003, and in the former Westinghouse heritage on or before June 30, 2003,
- You terminate employment at age 58 or older with a minimum of 30 years of service, or
- You terminate employment at age 60 or older with a minimum of 10 years of service.

Former Westinghouse retirees can “age into” eligibility for an RHRA, which means that if an individual retires at age 55 or older with sufficient years of service, but has not attained the specified age, once the retiree has attained the appropriate age, they are eligible for the RHRA.

For example, if an individual terminates employment at age 55 with 30 years of service, they will be eligible for the RHRA at age 58.

Please note: To be eligible for the “age into” benefit, you (the employee) must be at least age 55 at the time of termination. Frozen or closed groups of former Westinghouse employees that were transferred to the IT sector on June 30, 2002, also retain eligibility for former Westinghouse heritage retiree benefits.

Grumman

- You were hired prior to January 1, 1993, and you were in a Grumman heritage entity on or before June 30, 2003, and at termination, you meet one of the following requirements:
 - Your age plus years of service total 75 or more
 - You are age 50 or older with a minimum of 20 years of service

- You are age 60 or older with at least one year of service.

St. Augustine employees hired before January 1, 1993: Years of service prior to January 1, 1998, are not included for purposes of meeting eligibility requirements or calculating the subsidy amount or duration.

Note: *You are eligible to receive an RHRA credit for the same number of months that you were employed by Northrop Grumman. (This period begins on your termination date, not the date you enroll in coverage, if later.) After that, you will no longer receive credits to the RHRA. There is no RHRA credit available for spouses.*

Logicon

- You were hired prior to July 1, 2003, and in the Logicon heritage on or before June 30, 2003, and
- You terminate employment at age 55 with a minimum of five years of service, or
- Your terminate employment at age 65, regardless of your years of service.

Lucas Aerospace

- Certain Lucas Aerospace Power Equipment Retired Hourly Over 65 and Retired Salary retirees are eligible for select medical plan options under the Northrop Grumman Retiree Medical Plan. This frozen group includes certain retirees classified by Northrop Grumman as retired from TRW's Lucas Aerospace Power Equipment division who were eligible and enrolled in retiree medical benefits at the time Northrop Grumman acquired TRW, Inc. in 2002.

Navigation Systems

- You were employed by Navigation Systems prior to July 1, 2003, and in the Navigation Systems heritage on or before June 30, 2003, and
- You are at least age 55 with five years of service when you terminate employment.

Navigation Systems Grandfathered Group

- You terminated employment prior to July 1, 1991, under the plan rules in effect at the time.

Newport News Salaried

- You were hired prior to January 1, 2004, and in the Newport News heritage on or before December 31, 2003 and
- You terminate employment at age 55 or older with 10 or more years of service after age 45.
- Effective July 1, 2007, any then retired Newport News Salaried employee who went on long-term disability on or after January 1, 2004 and had ten years of service with the company (regardless of age), was eligible for retiree medical coverage effective July 1, 2007 if they were not previously eligible. Effective July 1, 2007 there will be no

minimum age requirement to be eligible for retiree medical coverage if you terminate employment due to disability.

Norden Represented

- You were hired prior to January 1, 2004, in the collective bargaining unit covered by the collective bargaining agreement between Norden and IUE Local 81244 and in a Norden heritage entity on or before December 31, 2003, and
- You are between ages 55 and 65 with 10 years or more of service, or
- You are age 65 or older, regardless of your years of service.

Norden Non-Represented

- You were hired prior to July 1, 2003, and you were in a Norden heritage entity on or before June 30, 2003, and
- You are between ages 55 and 65 with 10 years of service, or
- You are age 65 or older, regardless of your years of service.

If you are laid off and your age plus years of service equals at least 65 and you are at least age 50 but less than 55 at the time of termination, you may join the plan upon reaching age 55.

Northrop

- You were hired prior to July 1, 2003, and you were in a Northrop heritage entity on or before June 30, 2003, and
- You terminate employment at age 55 or older with a minimum of 10 years of service, or
- You terminate employment at age 65 or older with a minimum of 5 years of service.

Orbital ATK

- You retired from Orbital ATK, Inc. or one of its acquired businesses on or before December 31, 2018 and were enrolled for a health reimbursement account under an Orbital ATK, Inc. retiree medical plan on that date.

Rolling Meadows

- You were hired prior to July 1, 2003, and you were in a Rolling Meadows heritage entity on or before June 30, 2003, and
- You terminate employment between age 55 and age 64 with a minimum of 20 years of service, or
- You terminate employment between age 60 and age 64 with a minimum of five years of service.

TRW Heritage (including Mission Systems and Space Technology)

- You were hired prior to January 1, 2005, and
- You were in a TRW heritage entity on or before December 31, 2004, and
- You terminate employment at age 55 or older with a minimum of 10 years of service, or
- You terminate employment at age 65 or older with a minimum of five years of service.

Multi-Heritage Subsidy Eligibility

If you are eligible for more than one heritage company subsidy (as described above), at the time of your retirement you choose the heritage subsidy that best suits your situation upon employment termination. Your heritage subsidy decision is irrevocable. You may not change to another heritage subsidy in the future.

Except for Orbital ATK heritage, heritage eligibility and subsidy are determined by the sector with which you were affiliated on June 30, 2003. For example, if you were employed by a Grumman entity on July 1, 2003, and later transferred to an IT entity, your heritage, for purposes of the Northrop Grumman Retiree Medical Plan, would be Grumman. If you were employed at different sectors or entities with different retiree Heritages prior to July 1, 2003, you will be considered multi-heritage when you terminate employment and you will be able to choose the heritage subsidy that best suits your situation upon retirement. Transfers on or after July 1, 2003 will not be counted for determination of Heritage eligibility. As described above, Orbital ATK heritage is based on retirement from Orbital ATK or one of its acquired businesses on or before December 31, 2018 and enrollment for a health reimbursement account under an Orbital ATK, Inc. retiree medical plan on that date.

Years of Service

For the Northrop Grumman Retiree Medical Plan, your years of service are only used to determine eligibility for an RHRA credit as a member of an eligible heritage company. It does not mean you have earned a non-forfeitable right to any particular benefit.

For purposes of the heritage company group eligibility provisions (including any credit to a RHRA if you qualify for subsidized coverage based on your heritage company eligibility), your years of service will be determined in accordance with the Northrop Grumman pension plan in which you are a participant at the time of retirement.

Breaks in Service

A break in service is a period during which you complete fewer than 501 hours of service in a calendar year.

If you are not 100% vested under the Northrop Grumman pension plan in which you are a participant (or not eligible for a Northrop Grumman pension plan), and you experience five consecutive break-in-service years, any years of service you have accumulated prior to the five year break in service period will not count for purposes of an RHRA credit as a member of a heritage company under the Northrop Grumman Retiree Medical Plan.

If, however, you experience a break in service after you are 100% vested under the Northrop Grumman pension plan in which you are a participant, the years of service you have accumulated before the break in service will still count for purposes of an RHRA credit under the Northrop Grumman Retiree Medical Plan.

Rehire Rules

If you are rehired, you will retain eligibility for your heritage company RHRA credit under the Northrop Grumman Retiree Medical Plan if you were eligible for an RHRA credit at the time you initially terminated employment and you were 100% vested in your pension benefit of your heritage company when you terminated employment initially. If you were not vested in your pension benefit when you terminated employment, the break-in-service rules apply when you are rehired. See “*Breaks in Service*” above for details. You will still need to meet the age and service requirements described above to be eligible to participate.

If you are receiving an RHRA, the RHRA for you and your spouse will end if you are rehired as an active, casual or temporary employee. Once you re-retire, your RHRA will be reestablished.

If You Transfer

Except as provided above in the heritage company rules, if you transfer to another part of the Company and you are eligible for a heritage company RHRA, you will retain your eligibility for the RHRA. If your transfer allows you to be eligible for more than one heritage company RHRA (as described above), you may choose the heritage RHRA that best suits your situation upon employment termination. Once you have chosen your heritage RHRA your decision is irrevocable. You may not change to another heritage RHRA in the future.

Discontinued Operations

If you terminate employment at age 55 or older with at least ten years of service, or at age 65 or older with at least five years of service, from an entity classified by Northrop Grumman as a discontinued operation for purposes of the Retiree Medical Plan, you may be eligible for a Company credit to an RHRA. However, if you terminate from active employment and you do not meet the eligibility provisions of a heritage company group that entitles you to a Company credit to the RHRA, you will not be eligible to participate in the Plan (unless you are eligible for Life Insurance, as described later). This is true even if you meet the age and service requirements set forth above.

Dependent Eligibility

In some instances, the spouse of a retiree is also eligible for an RHRA credit, depending on the retiree’s heritage company status. Spouses of Grumman heritage retirees are not eligible for their own RHRA credit.

Other dependents of retirees are not eligible for their own RHRA credit. However, a retiree with an RHRA may be able to obtain reimbursement from his or her RHRA for premiums paid for health insurance obtained for those dependents. For example, if a pre-65 retiree with an RHRA purchases health insurance with family coverage through a state or the federal health marketplace, the retiree may be able to be reimbursed for the full premium amount from their RHRA.

By enrolling any person in the Retiree Medical Plan, you state, represent, and agree to all of the following:

- You understand the eligibility requirements set forth below

- The person you enroll meets the eligibility requirements set forth below
- If the person ceases to meet the eligibility requirements, you will immediately notify Northrop Grumman by calling the NGBC at 800-894-4194
- You understand that Northrop Grumman reserves the right to require you, as a condition of eligibility and at any time, to submit proof of eligibility of any person you enroll and you agree to provide the required proof within the time specified by Northrop Grumman
- You understand that meeting the eligibility requirements and providing required proof of eligibility are material conditions of enrollment and continued coverage under the Retiree Medical Plan
- You understand that enrolling a person who does not meet the eligibility requirements, failing to notify Northrop Grumman immediately if a person ceases to meet the eligibility requirements, or refusing or failing to timely provide required proof of eligibility constitutes fraud or an intentional misrepresentation of material fact and is prohibited by the Retiree Medical Plan
- If a person does not meet the eligibility requirements at the time of enrollment, Northrop Grumman will cancel that person's coverage as of the date of enrollment
- If a person ceases to meet the eligibility requirements at a time after enrollment, Northrop Grumman will cancel that person's coverage as of the date that person ceased to meet the eligibility requirements
- If you refuse or fail to provide timely required proof of eligibility for a person, Northrop Grumman will cancel that person's coverage as of the date of enrollment or such other date as Northrop Grumman determines, in its sole discretion, to be appropriate

Note: If you enroll a person who does not meet the eligibility requirements, or if you fail to timely notify Northrop Grumman immediately if a person ceases to meet the eligibility requirements, or if you refuse or fail to provide required proof of eligibility for a person, you may be financially and legally responsible for all health care expenses incurred during the period of ineligibility and you may be subject to disciplinary action and criminal charges.

The following individuals are eligible as your dependents if they meet all of the stated requirements:

Spouse and Domestic Partner

- Your Spouse
 - The spouse of an eligible retiree at the time of the employee's termination or retirement. The spouse does not need to have been covered under the active medical plan in order to be eligible for participation in the Retiree Medical Plan.
 - This includes your common-law spouse only if common-law status is recognized in your state of legal residency. You will be required to submit a Declaration of Informal Marriage, an affidavit, marriage certificate, or other documents as required by Northrop Grumman.

- This does **not** include your divorced spouse, even if the separation agreement or divorce decree states that your coverage must be provided. If the court orders you to provide coverage for your divorced spouse, your divorced spouse's expenses will not be eligible for reimbursement from your RHRA.
 - A spouse acquired after the employee's termination or retirement.
- **Your Domestic Partner**
- The same sex or opposite sex domestic partner of an eligible retiree at the time of the employee's termination or retirement and who is not the eligible retiree's legal spouse. The domestic partner does not need to have been covered under the active medical plan in order to be eligible for participation in the Retiree Medical Plan. If you certify that your domestic partner was your domestic partner (as defined below) at the time of your retirement or termination of employment, the cost of coverage purchased for them may be eligible for reimbursement from your RHRA. A domestic partner is an individual of the same sex or opposite sex who is your life partner and not your legal spouse. You and your domestic partner must meet all of the following requirements:
 - Be at least 18 years of age and not related to each other by blood
 - Not be married to anyone else and not be the domestic partner of anyone else
 - Live together in the same permanent residence in an exclusive, emotionally committed, and financially responsible relationship similar to marriage for at least the last six months
 - Be each other's sole domestic partner and intend to remain so indefinitely.

Domestic Partner Tax Note: The IRS generally will treat reimbursements for coverage purchased for your domestic partner as taxable. If you believe that your Domestic Partner qualifies for tax-free benefits, please contact the NGBC. You will be required to fill out an affidavit as to the tax-qualified status of your Domestic Partner. It is important that you understand the tax and legal implications of creating a domestic partner relationship and covering your domestic partner and/or your partner's eligible children. Therefore, you may want to consult your tax and legal advisors to determine the impact on you.

Other Eligible Dependents

The following people are your dependents if they meet the requirements stated. If you are a pre-65 retiree and purchase medical insurance through a state or the federal health marketplace which covers them, the cost of their coverage may be reimbursable from your RHRA.

- **Your Children**
- Your biological child to the end of the month in which they turn age 26
 - Your adopted child to the end of the month in which they turns age 26. A person is treated as your adopted child if:

- you have legally adopted the person; OR
- the person is lawfully placed with you for legal adoption.
- Your stepchild to the end of the month in which they turn age 26, but only while you are married to the child's biological or adoptive parent. A stepchild is the biological child or adopted child of your spouse but not of you.
- Your foster child to the end of the month in which they turn age 26. A foster child is a person who is placed with you:
 - by an authorized placement agency; OR
 - by judgment, decree, or other order of a court of competent jurisdiction.
- Your unmarried and disabled biological child, adopted child, stepchild, or foster child who is age 26 or older and meets all of the following requirements:
 - The child became disabled before January 1, 2011,
 - The child became disabled while at least age 19 but under 25 and while a full- time student, and
 - You claim the child as a dependent on your federal tax return.
- Your unmarried and disabled biological child, adopted child, stepchild, or foster child who is age 26 or older and meets all of the following requirements:
 - The child became disabled before January 1, 2011,
 - The child became disabled before the age of 19, and
 - You claim the child as a dependent on your federal tax return.
- Your unmarried and disabled biological child, adopted child, stepchild, or foster child who is age 26 or older and meets all of the following requirements:
 - The child became disabled on or after January 1, 2011,
 - The child became disabled while the child was under 26, and
 - You claim the child as a dependent on your federal tax return.
- A Child for Whom You Are a Legal Guardian
 - A child that you claim as a dependent on your federal tax return and for whom you, the Northrop Grumman retiree, are the court-appointed legal guardian, up to the end of the month in which they turn age 26.
 - An unmarried and disabled child who is age 26 or older and meets all of the following requirements:
 - They became disabled before January 1, 2016;

- They became disabled before the age of 19, or while at least the age of 19 and before 25 and while a full-time student;
 - You claim the child as a dependent on your federal tax return; and
 - You are the child's court-appointed legal guardian.
- Children of your Domestic Partner
- The biological or adopted child of your domestic partner up to the end of the month in which they turn age 26.

Proof of Eligibility

In order to obtain reimbursement for medical insurance you purchase through a state or the federal health marketplace that covers one or more dependents, you will be required to certify that the dependents for whom you are claiming reimbursement of expenses are eligible dependents. You may be asked to provide documentation verifying their dependent status, including copies of legal documents, such as a government- issued marriage, birth or adoption certificate, domestic partnership affidavit or federal tax return.

If you do not promptly provide documentation sufficient to verify dependent status or if the administrator determines that any of the information you provide or provided regarding their dependent status is untrue, incomplete or misleading, reimbursement will be denied.

Ineligible Dependents

For any retiree covered under the Retiree Medical Plan, ineligible dependents include, but are not limited to:

- The spouse or dependent children who are covered under the Northrop Grumman Health Plan.
- The divorced or legally separated spouse of a retiree, even if the retiree is required to provide coverage.
- The former domestic partner of a retiree, once the partnership has been dissolved.
- Dependent children of a retiree that exceed the maximum age.
- Dependent children who are employed by Northrop Grumman and are eligible to participate in the Northrop Grumman Health Plan as active employees.

Layoff Provision

Employees who are laid off on or after January 1, 2005, and meet the following requirements, may be eligible for an RHRA on the same basis as retirees from the same heritage group, if eligible:

- Employees who were laid off at age 53 or older with a minimum of 10 years of service. Benefits may not start earlier than age 55, but the participant may defer coverage.

- Employees who were laid off before age 53 and the sum of whose age and years of service is 75 or more. Benefits may not start earlier than age 55, but the participant may defer coverage.

Disability Provision

Employees who have a disability that began on or after July 1, 2003 and for which the long-term disability (LTD) carrier approved the payment of LTD benefits may be eligible for an RHRA on the same basis as retirees from the same heritage group, if eligible. The applicable disability beginning date for the heritage TRW group is January 1, 2005 and for the heritage Newport News group, the beginning date is January 1, 2004.

Retirees are eligible to continue participation in the Retiree Medical Plan as long as their disability is approved by the LTD carrier. If the individual is no longer considered to be disabled, coverage under the Retiree Medical Plan will end. If the retiree ceases to be eligible for LTD benefits due to a maximum age limit for LTD benefits, they may continue coverage as a retiree under the terms applicable to their heritage group.

Divestiture Provision

Certain employees who transfer to employment with Peraton Inc. or one of its affiliates in connection with the sale transaction between Northrop Grumman Corporation and Peraton Inc. are eligible for coverage under the Northrop Grumman Retiree Medical Plan when they reach age 55. In order to be eligible under this provision, the employee must satisfy both of the following requirements:

- Be classified as a “Transferred Employee” as that term is defined in the December 7, 2020 Purchase and Sale Agreement between Peraton Inc. and Northrop Grumman Corporation, and
- Be at least age 53 with a minimum of 10 years of service or have 75 points (age plus years of service), in each case as of the sale transaction “Closing Date” as defined in the Purchase and Sale Agreement, or later date at which the employee’s employment begins with Peraton Inc. or one of its affiliates.

Benefits may not start earlier than age 55, but the employee may defer coverage.

Questions about Eligibility

If you have questions about eligibility for an RHRA under the Northrop Grumman Retiree Medical Plan, please call the NGBC at 800-894-4194.

Address Changes

Your address is used in the administration of the Plan for purposes of determining benefits for which you are eligible and for mailing important notices. It is your obligation to make sure that Northrop Grumman has your current address. If your address changes, you must contact the NGBC immediately to report the change.

Your Options at Retirement

When you retire from Northrop Grumman, you may choose one of the following options:

- **If you are under age 65**, and you are eligible for an RHRA credit based on your heritage company status, your RHRA reimburses you for some or all of the cost of your and/or your spouse's or domestic partner's individual medical and prescription drug premiums, as well as certain dental, vision, TRICARE supplemental and long-term care coverage. In some cases, your spouse may also be eligible for an RHRA credit. For more information about the RHRA, refer to **Retiree Health Reimbursement Arrangement**.
- **If you are 65 or older**, enroll in Medicare Parts A and B as Medicare will be your primary health insurance. You may also enroll in individual Medicare supplemental coverage. Northrop Grumman has partnered with Via Benefits, a private insurance exchange, to provide eligible retirees a broad portfolio of supplement insurance plans and help them understand and enroll in these plans.

If you are eligible for an RHRA credit based on your heritage company status, your RHRA reimburses you for some or all of the cost of your and/or your spouse's or domestic partner's individual Medicare supplemental and prescription drug premiums, as well as certain dental, vision, TRICARE supplemental, long-term care, and Medicare Part B premiums. In some cases, your spouse or domestic partner may also be eligible for a credit to your RHRA. For more information about the RHRA, refer to **Retiree Health Reimbursement Arrangement**.

- Continue your current medical, dental or vision coverage you have as an active employee under Consolidated Omnibus Budget Reconciliation Act (COBRA).
- Choose a mix of the above options—for example, if you are eligible for an RHRA, enroll in individual medical insurance and obtain reimbursement for your premiums while continuing your active dental coverage through COBRA.

Contact the NGBC at 800-894-4194 for more information about your options.

Enrolling in the Retiree Medical Plan

When You Can Enroll in the Northrop Grumman Retiree Medical Plan

If you are eligible for an RHRA, you may enroll and establish your RHRA:

- When you terminate employment/retire
- During Retiree Annual Enrollment (typically in October) with coverage effective January 1 of the following year
- When your COBRA coverage under the Northrop Grumman Health Plan ends
- Other times when you enroll in insurance coverage for which you are eligible to receive premium reimbursements from your RHRA (see “Eligible Premium Expenses” provisions below). The insurance carriers establish eligibility and enrollment rules for the insurance coverage and your ability to enroll in coverage may be restricted to specific times during the year.

Eligibility Date

The eligibility date is the earliest date that an eligible retiree (or surviving dependent) is eligible to participate in the Retiree Medical Plan. Depending on the reason for separation from active service, the eligibility date will vary as described in the following chart. In most cases, the individual has the option to defer coverage to a later date. If coverage is deferred, the individual can participate in the plan on the first of the month following their election.

Type of Termination	Eligibility Date
Retirement, Quit, Discharge	The first of the month coincident with or next following the employee’s date of termination provided the employee meets the qualifications on the date of separation from active service.
Total and permanent disability (see requirements in Disability Provision)	The first of the month following two years of disability.

Type of Termination	Eligibility Date
Employee no longer covered as a dependent in the active plan	The first of the month following the date they are no longer covered as a dependent in the active plan.
Layoff at age 53 or older with 10 years of service	No earlier than the first of the month following the employee's 55th birthday. (Coverage may be deferred past age 55.)
Layoff prior to age 53 with 75 points (age plus years of service)	No earlier than the first of the month following the employee's 55th birthday. (Coverage may be deferred past age 55.)
Death of a retiree (survived by a dependent)	RHRA continues for surviving spouse (except spouses of Grumman heritage retirees).
Death of an active employee who was eligible for retirement and RHRA under heritage company rules at the time of death (survived by a dependent)	Coverage for covered dependent(s) generally continues for the end of the month plus one year after the death of the employee through the Northrop Grumman Health Plan. Then, the surviving spouse (except spouses of Grumman heritage retirees) becomes eligible for RHRA.
Deferred coverage at employment termination	The first of the month following an election to participate.
Suspended coverage after January 1, 2005	<p>During any Annual Enrollment with coverage effective January 1.</p> <p>The first of the month coincident or next following enrollment in coverage for which the retiree may obtain RHRA reimbursements (see "Eligible Premium Expenses" below).</p>

If You Defer or Suspend Medical Coverage

When you initially become eligible for coverage under the Northrop Grumman Retiree Medical Plan, you may defer coverage until a later date. For example, if you have coverage under your spouse's plan, you can defer your coverage under the Northrop Grumman Retiree Medical Plan and enroll at a later date if you lose coverage under your spouse's plan.

After you enroll in the Northrop Grumman Retiree Medical Plan, you may suspend coverage and reenroll. If you suspend coverage, you will have the opportunity to re-enroll:

- During Annual Enrollment

- If you experience a qualified life event.

When you enroll for coverage, you do not need to provide proof of coverage for the time period that you were not covered under the Northrop Grumman Retiree Medical Plan.

If you defer or suspend coverage and you die before you enroll or reenroll, your spouse and/or dependents will not be eligible to enroll in coverage.

The above rules also apply to surviving spouses and dependents.

The deferral and suspension rules described in this section do not apply to retirees who terminated employment prior to January 1, 2005. Retirees who did not enroll or who waived retiree medical coverage prior to January 1, 2005, are not allowed to reenroll in the plan.

Unless you are actively enrolled in the Northrop Grumman Retiree Medical Plan, you will not receive any communications or plan updates from Northrop Grumman.

When Coverage Ends

Participation in the RHRA ends on the date indicated for you and/or your covered dependents on the occurrence of any of the following events:

Event	Termination Date
Death of the retiree	RHRA continues for surviving spouse (except spouse of Grumman heritage retiree).
Dependent Child Reaches Age 26	Coverage for the dependent terminates as of the end of the month in which the dependent turns 26 (coverage may be continued as described in the "COBRA" section).
Your dependent child covered beyond the limiting age as a result of a disability marries or ceases to be considered disabled by the Plan	On the date of the marriage or the date the dependent ceases to be considered by the Plan to be disabled (coverage may be continued as described in COBRA).
Retiree requests cancellation of coverage under the plan	Coverage for the retiree and all covered dependents ends on the first of the month following the request.
Event	Termination Date
Retiree returns to active employment at Northrop Grumman	Coverage for the retiree and all covered dependents ends under the Northrop Grumman Retiree Medical Plan as of the day the retiree becomes an active employee at Northrop Grumman.

<p>Retiree fails to submit required documentation requested as a result of a dependent audit</p>	<p>Coverage for the dependent will end on the date specified in the audit notice.</p> <p>Coverage for the dependent may be reinstated at the next Retiree Annual Enrollment or the date the required documentation is provided to the NGBC.</p>
<p>Your spouse/domestic partner loses eligibility due to a divorce or the end of a domestic partnership</p>	<p>On the effective date of the divorce or end of the domestic partnership.</p>

Note: *Northrop Grumman reserves the right to require you, as a condition of eligibility, and at any time, to submit proof of eligibility of any person you enroll and you agree to provide the required proof within the time specified by Northrop Grumman.*

Retiree Health Reimbursement Arrangement

Northrop Grumman has partnered with Via Benefits, a private insurance exchange, to assist retirees with finding individual medical coverage through state and the Federal health insurance exchanges. In addition, Via Benefits can provide retirees enrolled in Medicare with a broad portfolio of plans that supplement Medicare coverage, — including Medicare Advantage plans, Medicare Supplement insurance (Medigap), Part D Prescription Drug plans, and vision and dental plans — and help them understand and enroll in these plans.

If you are eligible based on your heritage company classification, you will be provided with a Company-paid retiree health reimbursement account (RHRA) described below. In some cases, your spouse or your domestic partner may also be eligible for a Company-paid credit to your RHRA. Your spouse or domestic partner must have been your spouse/domestic partner at the time you retired in order for your spouse/domestic partner to qualify for an RHRA credit.

If you are enrolled in Medicare, the RHRA reimburses you for some or all of the cost of your and/or your spouse's individual Medicare supplemental and prescription drug plan premiums, as well as dental, vision and Medicare Part B premiums, and TRICARE supplemental and long-term care premiums, as described below in **Eligible Premium Expenses**. If you are under age 65 and not enrolled in Medicare, the RHRA reimburses you for some or all of the cost of individual health insurance coverage you obtain through a state or the Federal health insurance exchange, as well as dental, vision, TRICARE and long-term care premiums, as described below in **Eligible Premium Expenses**.

Via Benefits administers the RHRA and reimbursements. - Submit claims for reimbursement to Via Benefits as described in **Claiming Reimbursement**. Contact Via Benefits at 855-832-0976 for more information.

Establishment of RHRA

An RHRA may be established for you and/or your spouse with annual Company-paid credits if you are eligible based on heritage company status.

Annual RHRA Credits

Annual RHRA credits are available only if you are a retiree who is eligible based on your heritage company status. If you are eligible for an RHRA, you and/or your spouse may be eligible for annual Company-paid credits to an RHRA

In the case of Grumman heritage retirees, only the retiree is eligible for an RHRA; no RHRA credits are available for the retiree's spouse. In addition, as described below in **Amount of RHRA Credit**, in the case of Grumman heritage retirees, annual Company-paid credits, and thus your RHRA eligibility, will cease as of the date you cease to be eligible for a subsidy as described under the "Grumman" heritage company rules earlier in this guide. Grumman heritage retirees should contact NGBC for information about when their credits will cease.

If you are under age 65 when an RHRA is established for you, but you will attain age 65 during the year, the amount credited to your RHRA for that year will reflect the fact that the RHRA credit amount changes effective as of your Medicare Eligibility Date. If your spouse is eligible for RHRA credits, the same change will apply when your spouse reaches his or her Medicare Eligibility Date. It is important that you take this into consideration so that you and/or your spouse plan your spending accordingly.

Under Medicare rules, your Medicare Eligibility Date is the first day of the month in which you reach age 65. So, for example, if your 65th birthday is on June 15th, you can enroll in Medicare effective June 1st. Medicare considers you to turn age 65 on the day *before* your 65th birthday, so if your birthday is on the first day of a month, Medicare will consider you to turn age 65 on the last day of the preceding month, which impacts your Medicare Eligibility Date. For example, if your 65th birthday is on June 1st, Medicare will consider you to reach age 65 on May 31st and you can enroll in Medicare effective May 1st.

Example 1: *You establish your RHRA in 2025. The 2026 annual pre-age 65 RHRA credit for your heritage company status is \$4,000 and the age 65 or older annual RHRA credit is \$2,000. You will turn age 65 on July 15, 2026, meaning that you will be eligible to enroll in Medicare on July 1, 2026 (see above explanation of Medicare eligibility). Your 2026 RHRA credit would be \$3,000—half of the \$4,000 pre-age 65 annual credit plus half of the age 65 or older annual credit.*

In order for your RHRA to be established and credited with funds effective as of your retirement (or your or your spouse's Medicare Eligibility Date), you and/or your eligible spouse will need to do the following:

- If you are under age 65, you must either (i) timely enroll in medical insurance on a State or Federal individual marketplace through Via Benefits² or dental or vision insurance through Via Benefits, or (ii) enroll in individual health insurance outside of Via Benefits, in TRICARE supplemental coverage, and/or long-term care coverage and notify Via Benefits of your enrollment in such coverage. You may be required to provide proof of your enrollment in TRICARE supplemental coverage or long-term care coverage.
- If you are age 65 or older (or turn age 65 after establishing an RHRA), enroll in Medicare Part A and B for coverage to be effective on your/their Medicare Eligibility Date (or, in your case, on your retirement date, if you retire after your Medicare Eligibility Date) and timely enroll in individual Medicare supplemental and/or prescription drug coverage through Via Benefits or enroll in TRICARE supplemental coverage and/or long-term care coverage and notify Via Benefits of your enrollment in such coverage. You may be required to provide proof of your enrollment in TRICARE supplemental coverage or long-term care coverage. Contact your local Social Security Administration office for information about how to enroll in Medicare.

An RHRA will not be established until the steps are completed.

² If you live in Rhode Island, Massachusetts or Vermont, Via Benefits will help you review publicly available plan options. You must enroll directly with the state online, or Via Benefits can connect you to your state marketplace. These states do not allow Via Benefits to complete the enrollment process for you.

Important Note for Under Age 65 Retirees and Spouses

Depending on your income level, subsidies from the Federal government in the form of a Premium Tax Credit (PTC) or Cost-Sharing Reduction (CSR) may be available for coverage purchased on a State or Federal individual marketplace. The PTC or CSR reduce the amount of the premium and out-of-pocket costs you pay. Federal law does not allow you to use an RHRA and PTC or CSR in the same year, so if you qualify for the PTC or CSR, you will need to decide whether it is better to accept the RHRA or to take the PTC or CSR. Via Benefits can help you understand the difference and make your selection.

Amount of Annual RHRA Credit

The Company, in its sole discretion, determines the amount of the annual RHRA credit that a retiree and/or their spouse will receive. The Company may, but is not required to, vary the amount and/or duration of RHRA annual credits based on a retiree's heritage company status. As noted above, in some cases (for example, Grumman heritage retirees), only the retiree (and not their spouse) is eligible for an annual RHRA credit, or the annual RHRA credit may be provided for only a limited period of time. If an RHRA is established for an under age 65 retiree, when the retiree reaches age 65, he or she may no longer qualify for an RHRA, or may have a reduced RHRA amount effective as of his or her Medicare Eligibility Date. As noted above (see Example 1), the amount of the RHRA credit for a year in which the retiree (and/or, if eligible for RHRA credits, the retiree's spouse/domestic partner) turns age 65 will be adjusted to reflect the change in RHRA credit at age 65. The Company may at any time choose to cease providing RHRA credits and reduce all RHRA accounts to zero.

When you retire, you will receive information from the NGBC regarding the amount of your and/or your spouse's RHRA credit and, if applicable, the duration of the RHRA credit as part of your retiree enrollment kit. The annual RHRA credit amount will be pro-rated at establishment to reflect the number of months you and/or your spouse will be enrolled in eligible coverage for the calendar year of establishment (see Example 2 below). The entire pro-rated amount is available as of the date of establishment of your RHRA.

The annual credit amount for you and/or your eligible spouse (if they are eligible for RHRA credits) will be credited to your RHRA each January 1, provided that you remain enrolled in eligible coverage through Via Benefits (or TRICARE supplemental and/or long-term care coverage). An annual RHRA credit will be made for the person who is enrolled. For example, assume you and your spouse are each enrolled in Medicare and are each eligible for a \$2,000 annual RHRA credit. Your spouse drops her Medicare supplemental coverage because she returns to work and her RHRA credits end (see **Termination of RHRA** below). You will continue to receive your \$2,000 annual RHRA credit while you remain enrolled in eligible Medicare supplemental coverage through Via Benefits (or TRICARE supplemental and/or long-term care coverage).

Unused credits that remain in your RHRA at the end of a calendar year will carry over into the next calendar year.

Eligible Premium Expenses - Under Age 65 RHRA

If you are under age 65, **amounts credited to your RHRA** can reimburse you for

amounts you pay for the following for yourself and/or your eligible spouse:

- Premiums for medical insurance you obtain through a state or the Federal individual marketplace, including prescription drug coverage. Coverage can be individual coverage for yourself or family coverage;
- Eligible expenses also include unsubsidized/post-tax COBRA premiums, provided the former employer is not contributing to the coverage and the retiree is paying the full 102% COBRA rate as required;
- Premiums for TRICARE supplemental coverage;
- Premiums for long-term care insurance; and
- Premiums for dental and vision insurance purchased through Via Benefits

To be eligible for reimbursement, the premium expenses must be incurred after your RHRA is established.

Some states have protection plans available commonly called “Metal Gap” plans to reduce unexpected out-of-pocket costs associated with your medical insurance deductibles. These protection plans are NOT reimbursable from your RHRA.

The RHRA will be set up as a “joint account” and the full amount credited to the RHRA for both you and your spouse will be available to reimburse Eligible Premium Expenses for both of you. For Grumman heritage retirees, only the retiree is eligible for an RHRA and the RHRA only reimburses Eligible Premium Expenses for the retiree; premium expenses for the spouse are not eligible for reimbursement. If both you and your spouse are retired from Northrop Grumman and both are eligible for an RHRA, your accounts will be set up as “individual accounts” and each of you will only be able to be reimbursed for Eligible Premium Expenses from your own RHRA.

Eligible Premium Expenses - Age 65 and older Retirees/Spouses/Domestic Partners

If you are enrolled in Medicare, amounts credited to your RHRA can reimburse you for amounts you pay for the following for yourself and/or your eligible spouse/domestic partner:

- Medicare Part B premiums;
- Premiums for individual Medicare supplemental coverage and/or Medicare Part D coverage purchased through Via Benefits (this includes Medigap coverage, Medicare Advantage (MA) coverage, Medicare Part D coverage and Medicare Advantage with Part D coverage (MA-PD));
- Eligible expenses also include unsubsidized/post-tax COBRA premiums, provided the former employer is not contributing to the coverage and the retiree is paying the full 102% COBRA rate as required.

- Premiums for TRICARE supplemental coverage;
- Premiums for long-term care insurance; and
- Premiums for dental and vision insurance purchased through Via Benefits.

To be eligible for reimbursement, the premium expenses must be incurred after your RHRA is established.

The RHRA will be set up as a “joint account” and the full amount credited to the RHRA for both you and your spouse will be available to reimburse Eligible Premium Expenses for both of you. For Grumman heritage retirees, only the retiree is eligible for an RHRA and the RHRA only reimburses Eligible Premium Expenses for the retiree; premium expenses for the spouse are not eligible for reimbursement. If both you and your spouse are retired from Northrop Grumman, separately enrolled in Northrop Grumman health care coverage, and both are eligible for an RHRA, your accounts will be set up as “individual accounts” and each of you will only be able to be reimbursed for Eligible Premium Expenses from your own RHRA.

Example 2: *You retire on July 1, 2025 at age 66 and are eligible for an RHRA based on your heritage company status (you are not Grumman heritage). Your spouse is also age 66. You and your spouse timely enroll in Medicare Part A and B so that coverage is effective July 1, 2025 and by that date enroll in individual Medicare supplemental coverage through Via Benefits. Based on your heritage company status, the annual RHRA credit for each of you is \$2,000. Your RHRA will be set up as a joint account, effective July 1, 2025 and will be credited with a total of \$2,000 on that date. The \$2,000 amount is equal to the sum of your pro-rated annual credit ($\$2,000 \times 6/12 = \$1,000$) plus your spouse’s pro-rated annual credit (also $\$2,000 \times 6/12 = \$1,000$). The full \$2,000 is available to reimburse Eligible Premium Expenses incurred by either of you. The next January 1, an additional \$4,000 would be credited to the RHRA (the full \$2,000 annual credit for each of you) and the entire balance would be available to reimburse Eligible Premium Expenses incurred by either of you.*

Claiming Reimbursement

When you pay for an eligible health care expense, you may request reimbursement as described below:

Using Your Smartphone or Mobile Device

Using the Via Benefits mobile app, you can submit claims, upload, and submit receipts, and check your account balance any time.

To use the Via Benefits mobile app:

- Download the Via Benefits Accounts mobile app.
- Log in to your account. If you normally access the website through Northrop Grumman (using single sign-on), you’ll need to create a login ID and password to use the mobile app.
- Check your balance, request reimbursement, upload receipts and check claim status, among other activities. All activities are easily accessible from the app home screen.

Using the Via Benefits Website

Once you’ve logged in:

- You’ll be asked to provide details about the claim, including date of service,

reimbursement/payment amount, and provider.

Paper Claim

You can also download the Via Benefits claim form from viabenefitsaccounts.com and mail your claim to the address on the form.

You must include a copy of your paid receipts or other documentation showing that you paid the Eligible Premium Expense (keep a copy for your records, as well). Certain insurance carriers offered through Via Benefits offer you the opportunity to sign up for an automatic reimbursement program that eliminates the need for you to submit claims for reimbursement. If you sign up, after you have paid your premium to the carrier for your individual coverage, the carrier notifies Via Benefits, which then processes your reimbursement check (if you have funds available).

Requests for reimbursement must be submitted no later than the March 31st following the end of the plan year in which the expense was incurred or the request for reimbursement will be denied. If you do not meet the claim filing deadline for the previous plan year's expenses, your unused RHRA credits will still be available to reimburse you for current and future year expenses.

In the event the retiree or spouse/domestic partner dies, the estate or surviving spouse may submit claims for eligible expenses that were incurred prior to death. Claims for funds allocated in the plan year in which the death occurs must be submitted within six months of the date of death. Claims for funds allocated in the plan year immediately preceding the year of death must be submitted within three months of the start of the following plan year. For example, if a retiree dies on March 1, 2026, claims incurred in 2025 must be submitted on or before March 31, 2026 and claims incurred in 2026 must be submitted on or before September 30, 2026.

If your claim for reimbursement is wholly or partially denied, you will be notified in writing within 30 days after Via Benefits receives your claim. If Via Benefits determines that an extension of this time period is necessary due to matters beyond the control of the Plan, Via Benefits will notify you within the initial 30-day period that an extension of up to an additional 15 days will be required. If the extension is necessary because you failed to provide sufficient information to allow the claim to be decided, you will be notified and you will have at least 45 days to provide the additional information. The notice of denial will contain:

- the reason(s) for the denial and the Plan provisions on which the denial is based;
- a description of any additional information necessary for you to perfect your claim, why the information is necessary, and your time limit for submitting the information;
- a description of the Plan's appeal procedures and the time limits applicable to such procedures; and
- a description of your right to request all documentation relevant to your claim.

If your request for reimbursement under the Plan is denied in whole or in part and you do not agree with the decision of Via Benefits, you may file a written appeal. All appeals must be made in writing within 180 days after the receipt of the denial notice. Appeals should be addressed to:

Benefit Plans Administrative Committee – Northrop Grumman Retiree Medical Plan
Northrop Grumman Corporation
P.O. Box 770003 Cincinnati, OH 45277-1060

You may submit written comments, documents, records and other information relating to your claim and you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits. The review of your appeal will take into account all comments, documents, records and other information you submit, without regard to whether such information was considered in the initial benefit determination. The review will be conducted by the Committee or its delegate and will not afford deference to the initial claim determination made by Via Benefits.

You will be notified in writing of the Committee's decision on your appeal not later than 60 days after the Committee receives your request for review. The Committee will provide you with any new or additional evidence that it considers, relies on or generates in connection with the claim. It will provide the evidence as soon as possible and sufficiently in advance of the date on which the Committee must render a decision on your appeal so that you have a reasonable opportunity to respond before that date.

If the Committee intends to issue a decision on appeal based on a new or additional rationale, the Committee will provide you with the new or additional rationale as soon as possible and sufficiently in advance of the date on which the Committee may render a decision on your appeal so that you have a reasonable opportunity to respond before that date.

If the decision on appeal is adverse, the notification will set forth: (1) the specific reason or reasons for the adverse determination; (2) reference to the specific plan provisions on which the benefit determination is based; (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; (4) a statement of your right to bring an action under section 502(a) of ERISA; and (5) the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency." Note that you cannot file suit in federal court until you have exhausted these appeals procedures.

Termination of RHRA

In addition to the rules regarding termination of coverage under the Northrop Grumman Retiree Medical Plan that are described in **When Coverage Ends**, your/your spouse participation in the **RHRA will end when neither you nor your spouse are purchasing individual Medicare supplemental or prescription drug coverage through Via Benefits (or TRICARE supplemental or long-term care coverage), medical insurance on a State or Federal individual marketplace through Via Benefits, or dental or vision insurance through Via Benefits**. At that time, any RHRA balance will be suspended. You and/or your spouse will be eligible to re-enroll in individual Medicare supplemental or prescription drug coverage through Via Benefits (or TRICARE supplemental or long-term coverage), medical insurance on a State or Federal individual marketplace through Via Benefits, or dental or vision insurance through Via Benefits at a later date (subject to Medicare and marketplace and carrier enrollment rules) and (if your re-enrollment occurs in a calendar year after your RHRA

participation terminated) qualify for a pro-rated annual RHRA contribution at that time. In addition, your previously suspended RHRA balance would be reactivated at that time.

In the event that you (the retiree) die while you are participating in an RHRA, your spouse will be eligible to continue participating in the RHRA as a surviving spouse, as described below. If your spouse was eligible for annual RHRA contributions based on your heritage company status, the RHRA would be a joint account and your surviving spouse will continue to be eligible to access the balance of the RHRA and will continue to be eligible for their individual annual RHRA credits while they remain enrolled in individual Medicare supplemental or prescription drug coverage through Via Benefits (or TRICARE supplemental and/or long-term care coverage), medical insurance on a State or Federal individual marketplace through Via Benefits, or dental or vision insurance through Via Benefits. If you and your spouse had separate RHRAs (you were both retired from Northrop Grumman and separately enrolled in coverage), your surviving spouse will continue to be eligible to access the balance only in their RHRA and will continue to be eligible for their individual annual RHRA credits while they remain enrolled in individual Medicare supplemental or prescription drug coverage through Via Benefits (or TRICARE supplemental and/or long-term care coverage), medical insurance on a State or Federal individual marketplace through Via Benefits, or dental or vision insurance through Via Benefits. The amount of those annual RHRA credits will be the amount that they were eligible for prior to your death. The surviving spouse rules described in this paragraph do not apply to surviving spouses of Grumman heritage retirees, because spouses of Grumman heritage retirees are not eligible to participate in an RHRA.

Life Insurance

Company-sponsored retiree life insurance is not offered for retirements effective January 1, 2007 or later. If you terminate employment on or after December 2, 2006, your retirement date will be on or after January 1, 2007 (all retirements must commence on the first of the month coincident with or following your date of termination from Northrop Grumman). Retiring employees will be given the option of converting their employee basic life insurance to an individual policy, and/or choosing conversion or portability for their optional life insurance, within 31 days of their employment termination date. Any retiree life insurance benefit that is in place prior to January 1, 2007 will continue as long as the required premiums are paid, but is subject to Northrop Grumman's right to amend or terminate coverage.

Certain heritage groups have grandfathered or negotiated retiree life insurance coverage that will be available to eligible employees who retire on or after January 1, 2007. The eligibility requirements, coverage amounts, and terms for heritage groups are described below.

Eligibility and Coverage Amounts

Certain heritage retirees who terminated employment before December 2, 2006, are eligible for life insurance coverage as shown below. Life insurance will not be offered to retirees on or after January 1, 2007, except as noted in this section.

Aerojet:

Group	Coverage Amount
Employees who were employed by Aerojet and insured on December 1, 1975, and remain employed until retirement. Some bargaining unit retirees who retired prior to July 1, 1991, and whose bargaining agreement provided for retiree life insurance coverage.	Employees insured on December 1, 1975, who remain employed until retirement, will receive 25% of the amount in force on December 1, 1975, or \$3,000, whichever is greater.

Coverage will continue for current grandfathered retirees and active grandfathered employees who retire on or after January 1, 2007, and who meet the eligibility requirements.

Former Westinghouse Heritage Basic Life:

Group	Coverage Amount

Northrop Grumman Retiree Medical Plan
 Summary Plan Description
 January 2025

<p><i>Grandfathered:</i> employees and retirees who were continuously covered since December 31, 1991, and retire with 10 or more years of service and be at least age 55</p>	<p>Coverage amount is \$50,000, offered at no cost to the retiree.</p> <p>Coverage amount remains in full until the retiree reaches age 62. At age 62, the amount will reduce 5% every month until 1/3 of the original benefit is reached (\$16,667).</p> <p>If on June 30, 2016 the coverage amount was greater than \$16,667, future reductions will occur annually on the later of the employee's birthdate or retirement date in a lump sum to \$25,000 and then \$16,667.</p> <p>Coverage will continue for current retirees.</p>
<p><i>Non-Grandfathered:</i> employees and retirees who were not continuously covered since December 31, 1991, and retire with 10 or more years of service prior to December 1, 2005 and be at least age 55. Eligible individuals must be receiving retiree benefits under the Northrop Grumman Retiree Medical Plan prior to January 1, 2006.</p>	<p>\$7,500</p> <p>Coverage amount remains in full until death.</p> <p>Employees who retire on or after December 1, 2005, are not eligible for coverage.</p>

Former Westinghouse Heritage Additional Grandfathered Life:

Group	Coverage Amount
<p>Employees and retirees who were covered under the ES Grandfathered Additional Life plan on December 31, 1991, have been continuously covered, and, at the time of retirement, have at least 10 years of service and be at least age 55.</p>	<p>Amount in effect on December 31, 1991 (amount varies per person).</p> <p><i>Retiree pays for coverage until age 62, then the benefit becomes fully subsidized. At age 62, the amount reduces by 5% each month until the value equals 1/3 of the original amount.</i></p> <p><i>If on June 30, 2016 the coverage amount is greater than 1/3 of the original amount, future reductions will occur annually on the later of the employee's birthdate or retirement date in a lump sum to 1/2 of the original amount and then 1/3 of the original amount.</i></p>

Coverage will continue for current grandfathered retirees and those active grandfathered employees who retire on or after January 1, 2007, and meet the eligibility requirements.

Grumman:

Northrop Grumman Retiree Medical Plan
 Summary Plan Description
 January 2025

Group	Coverage Amount
<p>Those who terminated between December 1, 1980, and December 31, 1991, and were eligible to retire (excluding terminations due to total and permanent disability).</p> <p><i>You did not have to elect retiree medical to be eligible.</i></p>	<p>\$2,000, at no cost to the retiree.</p>

Closed group of retirees. In-force coverage will continue. No new retirees are eligible.

Newport News Salaried:

Group	Coverage Amount
<p>Grandfathered salaried group eligible to retire prior to January 1, 1995 (but didn't necessarily retire).</p>	<p>Retirement eligibility: age 55 with at least 10 years of service.</p> <p>If eligible to retire between May 1, 1976, and January 1, 1995 – 25% of Active Basic Life (1.5 times salary).</p> <p>If eligible to retire between May 1, 1976, and January 1, 1995, but did not retire until after January 1, 2004 – 25% of Active Basic Life (one times salary).</p>
<p>Salaried group eligible to retire on and after January 1, 1995, who retired prior to January 1, 2007. Eligible individuals must be receiving retiree benefits under the Northrop Grumman Retiree Medical Plan prior to January 1, 2007, to be eligible for retiree life insurance.</p>	<p>\$10,000</p>

Coverage will continue for current grandfathered retirees and those current grandfathered active employees who retire on or after January 1, 2007, and meet the requirements.

Retirees who were covered under the Newport News Retiree Life plan on December 31, 2006, may continue coverage. Employees who retire on or after January 1, 2007, are not eligible for retiree life. If you have questions about your life insurance, please contact the Huntington Ingalls Benefits Center at 877-216-3222.

Northrop:

Group	Coverage Amount
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<p>Individuals who retired after July 1, 1993 and prior to January 1, 2007, and as active employees had Northrop life insurance coverage. Eligible individuals must be receiving retiree benefits under the Northrop Grumman Retiree Medical Plan prior to January 1, 2007, to be eligible for retiree life insurance.</p>	<p>\$5,000 (if retiree had only basic life insurance coverage as an active employee).</p> <p>May elect an additional \$5,000, \$10,000 or \$15,000 for a maximum benefit of \$20,000 (if retiree had basic and optional life insurance coverage as an active employee)</p> <p><i>Must elect coverage at the time of retirement, except disabled participants who, at the end of two years of disability and once approved for LTD, continue life insurance coverage until age 65, retirement or no longer disabled.</i></p>
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Retirees who were covered under the Northrop Retiree Life plan on December 31, 2006, may continue coverage as long as they pay the required premium. Employees who retire on or after January 1, 2007, are not eligible for retiree life insurance coverage.

TRW Heritage (including Mission Systems and Space Technology):

Group	Coverage Amount
Retirees between January 1, 1998, and December 1, 2006	\$7,500
Retirees between October 1, 1989, and December 31, 1997	MS, ST: \$7,500 Old BSC: \$5,000
Retirees prior to October 1, 1989	(varies by location)

Retirees who were covered under the TRW Retiree Life plan on December 31, 2006, may continue coverage. Employees who retire on or after January 1, 2007, are not eligible for retiree life insurance coverage.

With the exception of the grandfathered groups listed above, employees who retire on or after January 1, 2007, will not be eligible for life insurance coverage. In addition, you are not eligible for life insurance benefits under the Northrop Grumman Retiree Medical Plan if any of the following apply:

- You were identified as an “HII Retiree” in the Employer Matters Agreement
- You were identified as an “HII Employee” in the Employer Matters Agreement, unless you meet the age and service requirements of this Plan, disregarding any years of service with Northrop Grumman Corporation prior to March 31, 2011 and any years of service with Huntington Ingalls Industries, Inc. (In other words, if you were identified as an HII Employee and return to work at Northrop Grumman Corporation, upon your return to Northrop Grumman, you will start with zero years of service for purposes of determining eligibility under this Plan.*)

Those individuals who were retired as of December 31, 2006, and who had retiree life insurance at that time, will be able to keep that coverage, subject to Northrop Grumman's right to amend or terminate coverage in the future.

If you retired prior to January 1, 2007, and you were eligible for contributory life insurance, but deferred participation in the Northrop Grumman Retiree Medical Plan without electing life insurance upon retirement, you will not be able to elect life insurance if you join the plan on or after January 1, 2007. If you were eligible for non-contributory life insurance, that coverage went into effect upon your retirement, even if you deferred participation in the Retiree Medical Plan.**

If you are rehired as an active benefit-eligible employee and you subsequently re-retire, you will be eligible to reelect any retiree life in effect at the time of your initial retirement. You must have been covered under the life insurance plan at the time you were rehired, in order to have coverage upon re-retirement.

The ES-Westinghouse Dependent Life plan was terminated December 31, 2005, for all retirees (except PJS retirees) regardless of the date of retirement.

**Special rules apply for people identified as HII Employees in the Employee Matters Agreement but who returned to work with Northrop Grumman Corporation on or before May 15, 2011.*

***For life insurance to be effective on December 1, 2006, you must have terminated on or before December 1, 2006. If you retire after December 1, 2006, you cannot participate in the retiree life insurance plan. (For example, if you retired on December 15, 2006, which is prior to January 1, 2007, you will not be a participant in the retiree life insurance plan.)*

General Information About Life Insurance

Accelerated Death Benefit Option

The retiree life insurance coverage includes a special feature that helps you cope with the financial difficulties often associated with terminal illness. Under the Accelerated Death Benefit Option, if you are expected to live for six months or less, you may receive up to 80% of the total life insurance amount, up to \$500,000. Ordinarily, this benefit would be paid your beneficiary only upon death.

To receive this benefit, the plan requires medical documentation of your condition. The plan pays benefits when your request is approved, and in the manner that you select — for example, in a lump sum or as installment payments. After you or your spouse/domestic partner dies, the remaining life insurance benefits are paid to the beneficiary.

Beneficiary Designation

Your beneficiary is the person or persons you choose to receive life insurance benefits when you die. You also may choose your estate or living trust as the beneficiary of your life insurance benefits. If the beneficiary is under age 18, the insurance company may require that benefits be paid to a legal guardian on behalf of the minor.

To verify your beneficiary or to make a new designation you may contact MetLife at 866-492-6983 or Benefits Outsourcing Services at 800-410-6605.

Any benefits paid for loss of life under your life insurance coverage will be paid in the following order:

- To the beneficiary or beneficiaries you have designated
- To your surviving spouse, if you have not designated a beneficiary or there is no surviving beneficiary at the time of your death
- To your surviving child(ren), if you have not designated a beneficiary or there is no surviving beneficiary or spouse at the time of your death
- To your estate, if you do not have a surviving spouse or child(ren) and have not designated a beneficiary or there is no surviving beneficiary at the time of your death.

Steps to Report a Death

To receive benefits under the life insurance plan, your beneficiary must report your death. In order for your beneficiary to initiate the payment of life insurance benefits, they may contact MetLife at 866-492-6983 or Benefits Outsourcing Services at 800-410-6605. They may also contact the NGBC at 800-894-4194 for assistance.

They will be asked to provide a certified copy of the death certificate of the deceased. This must be certified; photocopied certificates are valid. They may also be required to provide other information, as requested by the insurance carrier.

How Benefits Are Paid

If the benefit amount payable to your beneficiary is \$5,000 or more, the claim may be paid by the establishment of a Total Control Account (TCA) with MetLife, the life insurance carrier. The TCA is a settlement option or method used to pay claims in full. MetLife establishes an interest-bearing account that provides your beneficiary with immediate access to the entire amount of the insurance proceeds. MetLife pays interest on the balance in the TCA from the date the TCA is established, and the account provides for a guaranteed minimum rate. Your beneficiary can access the TCA balance at any time without charge or penalty, simply by writing drafts in an amount of \$250 or more. Your beneficiary may withdraw the entire amount of the benefit payment immediately if they wish. Please note the TCA is not a bank account and not a checking, savings or money market account.

Assignment of Coverage

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law.

General Plan Administration

This section contains information on the administration of the Northrop Grumman benefit plans, as well as your rights as a participant. You probably do not need this information on a day-to-day basis; however, it is important for you to understand your rights and the procedures you need to follow in certain situations.

The Benefit Plans Administrative Committee is responsible for the general administration of the plan and will be the fiduciary to the extent not otherwise specified in this SPD, the plan document or in an insurance contract. The Benefit Plans Administrative Committee has the discretionary authority to construe and interpret the provisions of the plan and make factual determinations regarding all aspects of the plan and its benefits, including the power to determine the rights or eligibility of employees and any other persons, and the amounts of their benefits under the plan, and to remedy ambiguities, inconsistencies or omissions. Such determinations shall be conclusive and binding on all parties. A misstatement or other mistake of fact will be corrected when it becomes known, and the Benefit Plans Administrative Committee will make such adjustment on account of the mistake as it considers equitable and practicable, in light of applicable law. Neither the Benefit Plans Administrative Committee nor Northrop Grumman will be liable in any manner for any determination made in good faith.

The Benefit Plans Administrative Committee may designate other organizations or persons to carry out specific fiduciary responsibilities for the Benefit Plans Administrative Committee in administering the plan including, but not limited to, the following:

- Pursuant to an administrative services or claims administration agreement, if any, the responsibility for administering and managing the plan, including the processing and payment of claims under the plan and the related recordkeeping
- The responsibility to prepare, report, file and disclose any forms, documents, and other information required to be reported and filed by law with any governmental agency, or to be prepared and disclosed to employees or other persons entitled to benefits under the plan
- The responsibility to act as claims administrator and to review claims and claim denials under the plan to the extent an insurer or administrator is not empowered with such responsibility.

The Benefit Plans Administrative Committee will administer the plan on a reasonable and nondiscriminatory basis and shall apply uniform rules to all persons similarly situated.

A Note About Fraud

If you or a beneficiary you are covering knowingly makes a claim that contains or is based on false, incomplete, or misleading information, with the intention of obtaining benefits for which you or your beneficiary are not entitled, the Northrop Grumman Retiree Medical Plan may terminate your and your beneficiaries' eligibility for benefits, or may demand that you repay benefits or offset future benefits, and you and your beneficiary may be subject to prosecution under state and federal law.

Liability of Insurer

For benefits that are provided on an insured basis (not self-insured by Northrop Grumman), the insurance carrier through which coverage is provided is solely responsible for the payment of benefits and has the sole authority, discretion and responsibility to interpret the terms of the insurance contract, including eligibility for benefits. The Plan and Northrop Grumman do not guarantee the payment of any benefit described in an insurance contract, and you must look solely to the insurance carrier for the payment of benefits.

Benefit and Administrative Claims

Types of Claims

A claim that relates to the payment of a specific benefit under the Plan is called a “Benefit Claim.” For example, if a retiree with life insurance coverage dies and his or her beneficiary submits a claim for death benefits, that is considered a Benefit Claim. Claims that are not a claim for a specific benefit under the Plan are called “Administrative Claims.” For example, you believe that the amount credited to your RHRA is incorrect. Because your claim is not for the payment of a specific benefit under the Plan, your claim is treated as an Administrative Claim.

The benefit claims procedure described in this section does not apply to benefits claims under the RHRA (for example, you submit a claim for reimbursement of insurance premiums you paid). See the **Retiree Health Reimbursement Arrangement** section for details regarding benefit claims procedure for RHRA benefit claims.

However, the administrative claims procedure described in this section does apply to administrative claims pertaining to RHRAs.

How to File a Claim

Benefit Claims: Life insurance benefit claims should be filed directly with the insurance company at the address shown in the Claims and Appeals Contact Information chart below.

Administrative Claims. Administrative Claims must be submitted to the claims administrator within 65 days from the date you know or should have known that there is an issue, dispute, problem or other claim with respect to the Plan. If an administrative claim involves a Plan change or amendment, you are considered to know about your claim when the change or amendment is first communicated to participants in the Plan, and the 65-day period for filing a claim begins on the date the change is first communicated, whether or not the change or amendment has become effective by that date.

If you do not file a Benefit Claim or an Administrative Claim by the applicable deadline and in the proper manner, your claim will expire and be automatically denied if it is subsequently filed. You will not be able to proceed with a lawsuit based on that claim.

Authorized Representative

At both the initial claim level, and on appeal, you may have an authorized representative submit your claim for you. To designate an authorized representative, you must follow the process established by the claims administrator. Contact the claims administrator for information about what you need to do. The claims administrator may require you to certify that the representative

has permission to act for you. If you designate an authorized representative, all communications from the claims administrator regarding your claim will be made to your authorized representative, not to you. You may withdraw your designation of an authorized representative by following the process established by the claims administrator.

Assignment of Benefits and Other Rights

The Plan prohibits assignments of benefits that are self-insured. All rights to benefits under the Plan are personal to the participant or beneficiary. Your rights and benefits under the Plan cannot be assigned, sold, pledged, or transferred to a third party. This includes your right to payment or reimbursement for benefits under the Plan and your right to file a lawsuit to recover benefits due to you under the Plan. Any purported assignment of rights or benefits is void and will not be recognized by the Plan.

The prohibition of assignments does not take away your ability to designate an authorized representative (described earlier) to file claims for benefits or to file appeals as part of the Plan’s internal claims and appeals process. In order to appoint an authorized representative, you must follow the process described previously.

The Plan also prohibits assignments of any other rights a participant or beneficiary may have under ERISA, including, without limitation, the right to request documents under section 104 of ERISA and the right to file a lawsuit to:

- enforce rights under the terms of the Plan;
- to clarify rights to future benefits under the terms of the Plan;
- obtain relief for a breach of fiduciary duty;
- enjoin any act or practice which violates ERISA or the terms of the Plan or to obtain other equitable relief to redress such violations or enforce any provisions of ERISA or the Plan; and
- obtain relief based on the Plan Administrator’s failure to provide information or other documentation to which a participant or beneficiary may be entitled under ERISA.

Timeframes for Determinations

Type of Claim	Initial Deadline for Claims Review	Time for You to Provide Additional Information	Extensions for Claims Review, If Necessary
Life Insurance	90 days	45 days	90 days
Administrative	90 days	45 days	90 days

If Your Benefit or Administrative Claim Is Denied

If your Benefit or Administrative Claim is denied (either in whole or in part), the claims administrator will send you a written explanation of why the claim was denied.

This explanation will contain the following information to the extent required by law:

- The specific reason for the denial
- References to specific plan provisions on which the denial is based
- A description of additional material or information that you may need to perfect the claim and an explanation of why such material or information is necessary
- A description of the plan's review procedures and applicable time limits, including a statement of your rights to bring a lawsuit under ERISA following an adverse decision at the final level of appeal

Appealing a Denied Benefit Claim

If your Benefit Claim is denied, you have the right to make an appeal:

- You may call the claims administrator and ask why your claim was denied. You may discover that a simple error was made. If so, you may be able to correct the problem right over the telephone.
- You may write directly to the claims administrator. Be sure to explain why you think your claim should be paid and provide all relevant details.

In deciding appeals, the claims administrator acts as or for the appropriate named fiduciary for purposes of deciding appeals and has discretionary authority to interpret the plan and to make factual determinations as to whether you are entitled to benefits.

Appealing a Denied Administrative Claim

If your Administrative Claim is denied, you have the right to make an appeal by writing to the claims administrator. Be sure to explain why you think your Administrative Claim should be approved and provide all relevant details. There is only one level of appeal for Administrative Claims. See the chart entitled "Claims and Appeal Contact Information" for the contact information of the claims administrator. The claims administrator identified in the following chart acts as the appropriate named fiduciary for purposes of deciding appeals and has discretionary authority to interpret the plan and to make factual determinations.

Timing of Your Appeal

If you make a Benefit or Administrative Claim for benefits and the claims administrator denies that claim, you have the right to appeal the denial. The appeal procedures must be exhausted before you can initiate a lawsuit to enforce your rights under ERISA (see "Employee Retirement Income Security Act of 1974" for details).

In the case of a life insurance Benefit Claim, you have 60 days from the time that you receive a

claim denial from the claims administrator to file an appeal. In the case of Administrative Claims, you have 65 days from the date of the claim denial notice to file an appeal. Following are the timeframes that apply when you file an appeal.

Type of Claim	Time to Appeal	Time for Decision on Appeal	Extensions for Claims Administrator, if Necessary
Life Insurance	60 days from date you receive a claim denial	One level of appeal: 60 days	60 days
Administrative claims	65 days from date of claim denial letter	One level of appeal: 90 days from the receipt of the appeal	60 days

- **Life Insurance Claims.** There is one level of appeal. If your initial claim for benefits is denied, you may appeal that denial within 60 days after you receive the claim denial and you will be notified of the decision on your appeal within 60 days, with a 60-day extension permitted, if necessary. If your claim is wholly or partially denied after your appeal, you may request a final review of your claim within 60 days after you receive the notification that your appeal has been denied. The insurance company will provide its final decision in writing within 60 days after receipt of your request for final review.
- **Administrative Claims.** There is one level of appeal.
 - You may file an appeal with the claims administrator within 65 days after you receive the claim denial. Your appeal must be considered within 60 days, with a 60-day extension permitted, if necessary.

Claims and Appeals Contact Information

Administrator	Claims	Appeals	
MetLife (Life Insurance)	MetLife Group Life Claims Oneida County Industrial Park 5950 Airport Road Oriskany, NY 13424	MetLife Group Life Claims P.O. Box 6100 Scranton, PA 18505-6100	
Benefit Plans Administrative Committee Administrative Claims	Plan Administrator – Northrop Grumman Retiree Medical Plan Northrop Grumman Corporation P.O. Box 770003 Cincinnati, OH 45277-1060	Benefit Plans Administrative Committee – Northrop Grumman Retiree Medical Plan Northrop Grumman Corporation P.O. Box 770003 Cincinnati, OH 45277-1060	

Additional Information About the Appeals Process

To the extent required by law, in filing an appeal, you have the opportunity to:

- Submit written comments, documents, records and other information relating to your claim for benefits.
- Have reasonable access to and review, upon request and free of charge, copies of all documents, records and other information relevant to your claim.
- Have all relevant information considered on appeal, even if it wasn't submitted or considered in your initial claim.

If benefits are still denied on appeal, the notice that you receive will provide to the extent required by law:

- The specific reasons for the decision
- Reference to the specific Plan provisions on which the decision was based
- A statement that you may receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim
- A statement describing any additional appeal procedures and a statement of your rights to bring suit under ERISA. (See "Employee Retirement Income Security Act of 1974" for details.)

Limits on Legal Actions

If your Benefit or Administrative Claim is denied after you have exhausted the internal claims and appeals process, you generally may file a lawsuit under ERISA regarding your claim, provided that you comply with the deadlines for filing a lawsuit described in this section. If you wish to file a lawsuit, you must do so by the earlier of the date that is 12 months after the date your claim was denied on appeal or the date that is 12 months from the date a cause of action accrued. A cause of action "accrues" when you know or should know that the claims administrator or Northrop Grumman as plan sponsor has clearly denied or otherwise repudiated your claim.

Employee Retirement Income Security Act Of 1974 (ERISA)

What Is ERISA?

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that governs employee benefit plans.

What ERISA Means to You

ERISA sets standards that a plan sponsor must follow if it maintains a covered employee benefit plan. With some exceptions, covered employee benefit plans include plans sponsored by an employer to provide employees and retirees with certain pension, savings, and health and

welfare benefits.

ERISA does not require any company to offer an employee benefit plan and generally does not specify the benefits you should receive. However, if a plan is offered, ERISA provides you with certain rights as a participant, and requires that employers who offer covered employee benefit plans follow certain standards related to the plan's operation.

What ERISA Does

You and your beneficiaries have basic rights and protections under ERISA, which:

- Requires the plan administrator to provide you with information about the plans, including important information about the plans' features and how they are funded. In certain circumstances, the plan administrator may request a small fee to cover copying costs.
- Requires that fiduciaries of your benefit plans operate the plans prudently and in the interest of all plan participants.
- Gives you the right to sue for benefits or for breaches of fiduciary duty.

What Is a Fiduciary?

A fiduciary is a person or organization whose duty is to operate your benefit plans prudently and in the interest of all plan participants and beneficiaries. Fiduciaries may include employees who make certain discretionary decisions about the management or administration of a benefit plan, or employees who make decisions about funding plan benefits.

Your ERISA Rights

As a plan participant under ERISA, you have the right to:

- Examine all plan documents without charge at the plan administrator's office or at other specified locations. This includes plan documents, trust agreements, insurance contracts and collective bargaining agreements. Copies of all documents filed on behalf of the plan with the U.S. Department of Labor, such as annual reports, are also available for you to review at the plan administrator's office.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report and updated SPD. The plan administrator may charge a reasonable fee for the copies.
- Receive a summary of the plan's annual financial reports. You do not have to ask for your copy of the summary; the plan administrator sends you a Summary Annual Report (SAR) each year.
- Continue health care coverage for yourself, your spouse, or your dependents if there is a loss of coverage under the plan as a result of a qualified event. You or your dependents may have to pay for such coverage. Review **COBRA** and the documents

governing the plan for rules about your COBRA continuation coverage rights.

In addition to creating rights for plan participants, ERISA imposes duties on the plan fiduciaries — the people responsible for operating the plan. At Northrop Grumman, plan fiduciaries may include employees who make certain discretionary decisions about the management or administration of the plan. Fiduciaries also may include outside investment advisors and trustees.

Fiduciaries have a duty to operate the plan prudently and in the sole interest of plan participants and beneficiaries. Fiduciaries who violate ERISA may be removed and/or required to reimburse the plan for losses that they have caused.

No one, including Northrop Grumman or any person, may discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforcing Your ERISA Rights

Under ERISA, there are several steps you can take to enforce your rights. For instance, if you request plan materials and you do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent for a reason beyond the control of the plan administrator, or the plan administrator otherwise had a reasonable basis for not providing them.

If you have a claim for benefits that is denied or ignored — in whole or in part — and you have satisfied all of the plan's appeals procedures, then you may file suit in a state or federal court. In addition, if you disagree with the plan's decision (or lack thereof) concerning the qualified status of a medical child support order, you may file a suit in federal court. If a fiduciary misuses the plan's assets, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court.

In addition to deciding what damages, if any, should be awarded, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay them. If you lose, the court may order you to pay these costs and fees (for example, your claim is frivolous).

Questions

If you have any questions about your rights under ERISA or about this statement outlining your rights, you should contact the nearest regional office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory. You also may contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administrator (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

Health Insurance Portability and Accountability Act (HIPAA)

Title II of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") imposes numerous requirements on employer health plans concerning the use and disclosure of

protected health information. The Northrop Grumman Retiree Medical Plan is a hybrid entity. This means that certain components of the Plan are subject to the HIPAA privacy rules, while others are not. The retiree health reimbursement account (RHRA) component of the Plan is subject to the HIPAA privacy rule. The life insurance component of the Plan is not subject to the HIPAA privacy rules.

Protected health information, includes all individually identifiable health information held by the components of the Northrop Grumman Retiree Medical Plan subject to the HIPAA privacy rules - whether received in writing, in an electronic medium, or as an oral communication. The privacy rights under Title II of HIPAA are effective April 14, 2003. Enrollment information (the fact that you and/or a family member participates in the Plan and the required contribution toward the cost of coverage) held by Northrop Grumman or the NGBC is treated as employer information and is not considered protected health information.

Permitted Uses and Disclosures of Protected Health Information

The Health Insurance Portability and Accountability Act (HIPAA) privacy rules generally allow the use and disclosure of your health information without your permission for purposes of health care treatment, payment activities, and health care operations. The amount of health information used or disclosed will be limited to the "minimum necessary" for these purposes, as defined under the HIPAA rules.

The Northrop Grumman Retiree Medical Plan has been amended to permit Northrop Grumman to use and disclose protected health information for plan administration functions. This means that the Plan or its health insurer or HMO may disclose your health information without your written authorization to Northrop Grumman for plan administration purposes. Northrop Grumman may need your health information to administer benefits under the Plan. Northrop Grumman agrees, and has certified to the Plan that it will not to use or disclose your health information other than as permitted or required by the Plan documents and by law. Personnel within the following areas of responsibility are the only Northrop Grumman employees who will have access to your health information for plan administration functions:

- HIPAA Privacy Official and HIPAA Security Official
- Directors, managers, supervisors, and similar leadership positions (or their designees) related to the Plan and/or other Northrop Grumman health and welfare benefit programs
- Benefits personnel addressing operations, administration, analytics, strategy, and design of the Plan and/or other Northrop Grumman health and welfare benefit programs
- Benefit services personnel
- Executive services personnel
- Employee Assistance Plan administrative personnel
- Payroll, Human Resources, and Accounting personnel
- Information Technology personnel

- Compliance managers and others who are responsible for legal compliance relating to the Plan
- General counsel, assistant general counsel, and other counsel acting on behalf of the Plan
- Such other persons designated by the Privacy Official (or their designee).

Here's how additional information may be shared between the Northrop Grumman Retiree Medical Plan and Northrop Grumman, as allowed under the HIPAA rules:

- The Northrop Grumman Retiree Medical Plan, or its Insurer or HMO, may disclose "summary health information" to Northrop Grumman if requested, for purposes of obtaining premium bids to provide coverage under the plan, or for modifying, amending, or terminating the plan. Summary health information is information that summarizes participants' claims information, but from which names (and other identifying information) have been removed.
- The Northrop Grumman Retiree Medical Plan, or its Insurer or HMO, may disclose to Northrop Grumman information on whether an individual is participating in the plan, or has enrolled or disenrolled in an insurance option or HMO offered by the plan.

In addition, you should know that Northrop Grumman cannot and will not use health information obtained from the plan for any employment-related actions. However, health information collected by Northrop Grumman from other sources, for example under the Family and Medical Leave Act, Americans with Disabilities Act, disability income programs, or workers' compensation is not protected under HIPAA (although this type of information may be protected under other federal or state laws).

In certain cases, your health information can be disclosed without authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care.

Information describing your location, general condition, or death may be provided to a similar person (or to a public or private entity authorized to assist in disaster relief efforts). You'll generally be given the opportunity to agree or object to these disclosures (although exceptions may be made if, for example you're not present or if you're incapacitated). In addition, your health information may be disclosed without authorization to your legal representative.

Except as described in the Northrop Grumman Health Plan Privacy Notice ("Privacy Notice") and plan document, other uses and disclosures will be made only with your written authorization. You may revoke your authorization as allowed under the HIPAA rules. However, you cannot revoke your authorization if the plan has taken action relying on it.

Your Rights Under HIPAA

You have the following rights with respect to your health information the Northrop Grumman Retiree Medical Plan maintains. These rights are subject to certain limitations, as discussed

below.

- Right to request restrictions on certain uses and disclosures of your health information and the plan's right to refuse:
 - You have the right to ask the plan to restrict the use and disclosure of your health information for treatment, payment, or health care operations, except for uses or disclosures required by law. In addition, you have the right to ask the plan to restrict the use and disclosure of your health information to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You also have the right to ask the plan to restrict use and disclosure of health information to notify those persons of your location, general condition, or death — or to coordinate those efforts with entities assisting in disaster relief efforts. If you want to exercise this right, your request to the plan must be in writing.
 - The plan is not required to agree to a requested restriction. However, if the plan does agree, a restriction may later be terminated by your written request, by agreement between you and the plan (including an oral agreement), or unilaterally by the plan for health information created or received after you're notified that the plan has removed the restrictions. The plan may also disclose health information about you if you need emergency treatment, even if the plan has agreed to a restriction.
- Right to receive confidential communications of your health information:
 - If you think that disclosure of your health information by the usual means could endanger you in some way, the plan will accommodate reasonable requests to allow you to receive communications of health information from the plan by alternative means or at alternative locations.
 - If you want to exercise this right, your request to the plan must be in writing, and you must include a statement that disclosure of all or part of the information could endanger you.
- Right to inspect and copy your health information:
 - With certain exceptions, you have the right to inspect or obtain a copy of your health information in a "Designated Record Set." This may include medical and billing records maintained for a health care provider; enrollment, payment, claims adjudication, and case or medical management record systems maintained by a plan; or a group of records the plan uses to make decisions about individuals. However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings. In addition, the plan may deny your right to access, although in certain circumstances you may request a review of the denial.
 - If you want to exercise this right, your request to the plan must be in writing.
- Right to amend your health information that is inaccurate or incomplete:

- With certain exceptions, you have a right to request that the plan amend your health information in a Designated Record Set. The plan may deny your request for a number of reasons. For example, your request may be denied if the health information is accurate and complete, was not created by the plan (unless the person or entity that created the information is no longer available), is not part of the Designated Record Set, or is not available for inspection (e.g., psychotherapy notes or information compiled for civil, criminal, or administrative proceedings).
- If you want to exercise this right, your request to the plan must be in writing, and you must include a statement to support the requested amendment.
- Right to receive an accounting of disclosures of your health information:
 - You have the right to a list of certain disclosures the plan has made of your health information. This is often referred to as an “accounting of disclosures.” You generally may receive an accounting of disclosures if the disclosure is required by law, in connection with public health activities, or in similar situations listed in the Privacy Notice.
 - If you want to exercise this right, your request to the plan must be in writing.
- Right to be notified of a breach of your unsecured protected health information.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with the Secretary of Health and Human Services and or with the plan. You will not be retaliated against if you file a complaint. To file a complaint with respect to a violation of your privacy rights, please contact the Privacy Official or its designee.

COBRA Continuation of Coverage

What Is COBRA?

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, your enrolled family members are eligible to pay for continued group health care (medical and prescription drug) coverage if they lose their coverage under certain circumstances, known as COBRA qualified events. Under the Retiree Medical Plan, the qualified events are your (the retiree’s) death your divorce from your spouse, or your dependent child’s loss of eligible dependent child status. In addition, you and your eligible family members are eligible to pay for continued coverage if coverage under the plan is substantially eliminated in the event that Northrop Grumman files for bankruptcy protection under Title 11 of the United States Code.

If the qualified event is divorce or loss of eligible dependent status, your family members who lose coverage will be considered qualified beneficiaries and can continue coverage for a maximum of 36 months. In the case of a Northrop Grumman bankruptcy qualified event, you and your enrolled family members will be considered qualified beneficiaries. In that case, you (the retiree) can continue coverage until the date of your death. Your family members who would otherwise lose coverage can continue coverage for 36 months after the date of your death.

You and your eligible dependents have 60 days from the date coverage ends or the date of receipt of your COBRA notice, whichever is later, to elect continued participation under COBRA. (Each family member who is a qualified beneficiary may make a separate COBRA election.) You have an additional 45 days from the date of your election to pay your first COBRA premium. After that time, your premium payments are due as of the first of the month, with a 30-day grace period. If you do not make a timely election, COBRA rights are waived.

COBRA-like coverage is also available for eligible domestic partners. For details, call the NGBC at 800-894-4194.

COBRA Continuation Period

Qualified Event	Maximum Continuation Period		
	Retiree	Spouse	Child
You and your spouse divorce	N/A	36 months	36 months
Your child no longer qualifies as a dependent	N/A	N/A	36 months

Newly Eligible Child

If you, the Northrop Grumman retiree, elect continuation coverage and then have a child (either by birth, adoption, or placement for adoption) during the period of continuation coverage, the new child is also eligible to become a qualified beneficiary. In accordance with the terms of the Northrop Grumman-sponsored group health plan and the requirement of the federal law, these qualified beneficiaries can be added to COBRA coverage by contacting the NGBC. This notice must be provided within 30 days of birth, adoption, placement for adoption, or appointment as a legal guardian. The notice must include the name of the new qualified beneficiary, date of birth or adoption of new qualified beneficiary, and birth certificate or adoption decree.

If you fail to notify the NGBC in a timely fashion regarding your newly acquired child, you will not be offered the option to elect COBRA coverage for that child. Newly acquired dependent child(ren) (other than children born to, adopted by, or placed for adoption with the employee) will not be considered qualified beneficiaries, but may be added to the employee's continuation coverage, if enrolled in a timely fashion, subject to the plan's rules for adding a new dependent.

Cost for COBRA

COBRA participants pay monthly premiums for their coverage based on the credit to the retiree's RHRA set at the beginning of the benefit plan year, plus 2% for administrative costs. Your spouse or child who is a qualified beneficiary making a separate election is charged the same rate as you.

Notification

If your dependents lose coverage due to divorce, legal separation, or loss of dependent status, you (or a family member) must notify the NGBC at 800- 894-4194 within 60 days of the event so that COBRA can be offered and information on election rights can be mailed.

When COBRA Ends

COBRA coverage ends before the maximum continuation period ends if one of the following occurs:

- Your dependent becomes covered under another group health plan not offered by Northrop Grumman after the date of their COBRA election (unless the plan has preexisting condition limitations that affect the enrolled person)
- Your dependent becomes enrolled in Medicare after the date of their COBRA election
- Your dependent fails to make a timely monthly payment. After the initial COBRA premium payment, payments are due on the first day of each month and, if payment is not received within 30 days after the first day of the month (the “grace period”), coverage will be terminated effective as of the last day of the period for which payment was made. For example, if payment for May coverage is due May 1, and your dependent fails to make the applicable payment by May 31, coverage will be terminated retroactive to April 30.
- Northrop Grumman ceases to provide medical benefits to any employee.

Questions about COBRA

If you have any questions about COBRA coverage or the application of the law, please contact the NGBC or contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA’s Web site at www.dol.gov/ebsa.

Keep Your Plan Informed of Address Changes

In order to protect your and your family’s rights, you should keep the NGBC informed of any changes in your or your family members’ addresses. You should also keep a copy, for your records, of any notices you send.

Future of the Plans

Northrop Grumman has the absolute right in its sole discretion to amend or terminate any plan or plan provision in whole or in part at any time, including any cost-sharing arrangements.

Amendments to or termination of a plan may apply to active, inactive or former employees. A plan change may transfer plan assets to another plan, or split a plan into two or more parts. The plan administrator notifies you if an amendment or termination substantially affects your benefits.

Any amendment, termination, or other action by Northrop Grumman with respect to the plan may be adopted by a person authorized to take such action by Northrop Grumman. An amendment to the Plan may be effectuated by Northrop Grumman causing the Plan Administrator to publish a Summary of Material Modifications or a revised Summary Plan Description describing the change.

If a welfare benefit plan is terminated, you have no further rights other than payment of claims for eligible expenses that you incurred before the plan terminated. The amount and form of any final benefit you may receive under a welfare benefit plan depend on plan assets, any contract or insurance provisions affecting the plan, and decisions made by Northrop Grumman.

If a plan is terminated, retired employees and beneficiaries who are receiving coverage or benefits under the plan stop their participation and receive no additional benefits. Claims for expenses incurred before the termination date, however, are honored.

After all benefits are paid and legal requirements are met, the plan assets will become the sole property of Northrop Grumman, to the extent permitted by law.

Administrative Information

General Plan Facts

Employer/Plan Sponsor	Northrop Grumman Corporation 2980 Fairview Park Drive Falls Church, VA 22042
Employer Identification Number (EIN)	80-0640649
Type of Plan	Welfare benefit plan
Type of Administration	Insured and self-insured
Plan Administrator	Benefit Plans Administrative Committee Northrop Grumman Retiree Medical Plan Northrop Grumman Corporation 2980 Fairview Park Drive Falls Church, VA 22042
Agent for Service of Legal Process	Northrop Grumman Corporation c/o Corporate Secretary Northrop Grumman Corporation 2980 Fairview Park Drive Falls Church, VA 22042 Service of process may also be made to the plan trustee or the plan administrator identified below.
Benefit Plan Year	January 1 through December 31
Plan Number	The Northrop Grumman Retiree Medical Plan is a component plan of the Northrop Grumman Corporation Retiree Welfare Benefits Plan. For annual reporting purposes, the Northrop Grumman Retiree Medical Plan is treated as part of the Northrop Grumman Corporation Retiree Welfare Benefits Plan, plan number 750. This summary plan description is considered part of the written instrument for the Plan for purposes of section 402(a)(1) of ERISA.

Specific Plan Facts

Life Insurance	
Insured by:	MetLife One Madison Avenue New York, NY 10010
Claims administered by:	MetLife Group Life Claims Oneida County Industrial Park 5950 Airport Road Oriskany, NY 15424
Trustee²:	State Street Bank and Trust Company Master Trust Division One Enterprise Drive North Quincy, MA 02171
Funded by¹:	Northrop Grumman and retiree contributions
Retiree Health Reimbursement Arrangement	
Claims administered by:	Via Benefits 38 East Scenic Pointe Drive, Suite 200 Draper, UT 84020
Trustee:	State Street Bank and Trust Company Master Trust Division One Enterprise Drive North Quincy, MA 02171
Funded by:	Northrop Grumman

1 The Northrop Grumman contributions may be held in a type of trust called a Voluntary Employee Beneficiary Association (VEBA).

2 Northrop Grumman contributions are deposited into the trust, and the trust pays the premiums.

Carrier Contact Information

Plan Option/Carrier	Phone	Web Site
MetLife — Life Insurance	866-492-6983	metlife.com
Via Benefits - RHRA	855-832-0976 (for Post-65 Coverage) 844-876-6367 (for Pre-65 Coverage)	my.viabenefits.com/NGC

Glossary

Beneficiary — The person(s) whom you designate to receive your life insurance benefits when you die.

Collective bargaining agreement — A contract between a union and an employer covering benefits, wages, and working conditions.

Consolidated Omnibus Budget Reconciliation Act (COBRA) — A federal law that requires employers to offer continued health insurance coverage to employees and retirees and their dependents when their eligibility for group health insurance coverage ends, such as at termination of employment, divorce, or death.

Contributions — The amount you pay toward the cost of the benefits in which you enroll.

Eligible dependents — Dependents eligible for benefit coverage under the plan, such as your spouse and eligible children.

Employee Retirement Income Security Act of 1974 (ERISA) — A federal law that imposes reporting and disclosure requirements on group health and welfare, savings and pension plans.

Estate — The assets and liabilities left by you when you die.

Fiduciaries — The people or entities responsible for operating a plan. At Northrop Grumman, plan fiduciaries may include employees who make certain discretionary decisions about the management or administration of the plans. Fiduciaries also may include outside investment advisors and trustees.

Health Insurance Portability and Accountability Act (HIPAA) — A federal law that places limits on health care plan preexisting condition exclusions, among other requirements, and defines privacy and security requirements for group health plans.

Life insurance — Insurance that pays benefits in the event of a death.

Medicare — A federally administered, nationwide health insurance program that covers the cost of health care for individuals who are eligible for Social Security benefits.

Medicare Eligibility Date — The first day of the month in which you attain age 65, except that if you attain age 65 on the first day of the month, your Medicare Eligibility Date is the first day of the month before you attain age 65.

Northrop Grumman Benefits Center (NGBC) — A telephone center staffed with trained benefits service representatives who can provide answers to your benefit questions or direct you to other resources. You can reach the NGBC at 800-894-4194 Monday through Friday from 8:30 a.m. to midnight Eastern time. The NGBC is closed on most New York Stock Exchange holidays. If you are calling from outside the U.S., dial the AT&T out-of-country access code, then dial 800-894-4194. TTY service is available at 711.

Northrop Grumman Benefits Service Center (NGBSC) — The benefits service center for retirees whose retiree medical benefits are administered by Benefits Outsourcing Solutions. You can reach the NGBSC at 800-410-6605.

Plan administrator —The Benefit Plans Administrative Committee is the plan administrator.

Plan year — The 12-month period from January 1 through December 31.

Retiree Health Reimbursement Account (RHRA)—A health reimbursement account available to certain retirees (and in some cases, their eligible spouses) based on their heritage company group.

Spouse — The individual to whom you are legally married, including a common law spouse if common-law status is recognized in your state of legal residency. To be eligible, your spouse must have been married to you at the time you terminated employment or retired.

Summary Plan Description (SPD) — A written statement required by ERISA that describes a plan in easy-to-read language. It includes a statement of eligibility, coverage, employee rights and claims and appeal procedures. This guide is part of the SPD for the Northrop Grumman Retiree Medical Plan.

Voluntary Employees' Beneficiary Association (VEBA) — A trust or other organization created under Internal Revenue Code Section 501(c)(9), serving as the funding basis of an employer-sponsored employee benefit plan and other benefits.