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### Selecting a CIGNA Dental Provider

If you select the CIGNA Dental Care Access Plan option, you must choose a network dentist or specialist. If you like, you and each of your enrolled dependents may choose a different dental office in the network.

Any office you choose must be a private dental practice operated by a licensed, independent dentist and a qualified dental health team of hygienists, dental assistants, and technicians. Each dentist selected for the program contracts with CIGNA to provide care for members who enroll in this option.

If your first or second choice of dentist is no longer accepting new patients, you are assigned to the network dental office nearest your home. Call CIGNA at 800-244-6224 to request network dentist information, or go to the CIGNA website, [my.cigna.com](https://my.cigna.com).

### If You Need Specialized Dental Care

If your network dentist determines you need specialized dental care, your dentist will refer you to a specialist. Simply follow your dentist's instructions. Care from a network specialist is covered when CIGNA Dental Health authorizes payment.

If you receive specialty care that is not authorized by CIGNA, you are responsible for 100% of the charges.

### If You Need Emergency Dental Care

If you have a dental emergency, contact your network dentist immediately. You pay an additional \$25 charge for emergency care provided after office hours.

If you have an emergency while you are out of your CIGNA dental health maintenance organization service area or are unable to contact your network general dentist, you may receive emergency covered services from any general dentist. Routine restorative procedures as well as definitive treatment are not considered emergency care. You should return to your network dentist for these procedures. For emergency covered services, you will be responsible for the patient charges listed on your patient charge schedule. CIGNA Dental will reimburse you for the difference, if any, between the dentist's usual fee for emergency covered services and your patient charge, up to a total of \$50 per incident. To receive reimbursement, submit your dental reports and X-rays to CIGNA Dental Health. Contact CIGNA Dental Health at 800-244-6224 for details.

## ELIGIBLE DENTAL EXPENSES IN THE CIGNA PLAN

After you pay the required copayment shown on your CIGNA Dental Health copayment schedule, the dental plan option pays the balance. The following is a partial list of eligible expenses. Contact CIGNA Dental Health at 800-244-6224 for:

- A list of copayments
- Questions about any expenses listed below
- Coverage eligibility for services that are not listed below or under **Ineligible Dental Expenses in the CIGNA Plan**

| PROCEDURE  | DESCRIPTION                                                                      |
|------------|----------------------------------------------------------------------------------|
| Diagnostic | <ul style="list-style-type: none"><li>• X-rays, as needed</li></ul>              |
| Preventive | <ul style="list-style-type: none"><li>• Prophylaxis (routine cleaning)</li></ul> |

| PROCEDURE                                                           | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                     | <ul style="list-style-type: none"> <li>Sealants (per tooth up to age 19)</li> <li>Fluoride treatments (once every six months up to age 19)</li> </ul>                                                                                                                                                                                                               |
| <b>Restorative</b><br>(fillings)                                    | <ul style="list-style-type: none"> <li>Amalgam (primary or permanent)</li> <li>Resin/composite (anterior primary or permanent)</li> <li>Resin or composite one surface (posterior primary or permanent)</li> <li>Sedative filling</li> </ul>                                                                                                                        |
| <b>Oral Surgery</b>                                                 | <ul style="list-style-type: none"> <li>Simple extraction, first tooth</li> <li>Additional extractions (per tooth)</li> <li>Soft tissue impaction</li> <li>Full bony impaction</li> </ul>                                                                                                                                                                            |
| <b>Endodontics</b>                                                  | <ul style="list-style-type: none"> <li>Root canal treatment: anterior, bicuspid, molar</li> </ul>                                                                                                                                                                                                                                                                   |
| <b>Prosthetics</b><br>(dentures)                                    | <ul style="list-style-type: none"> <li>Full upper and lower dentures</li> <li>Upper or lower partials, resin based</li> <li>Interim partial denture, upper or lower</li> </ul>                                                                                                                                                                                      |
| <b>Crowns and Bridges</b><br>(once every five years for each tooth) | <ul style="list-style-type: none"> <li>Replacement bridge</li> <li>Ceramic or porcelain crowns or bridges</li> <li>Stainless steel crowns, each</li> <li>Crown, abutment</li> <li>Pontic, full cast metal</li> </ul>                                                                                                                                                |
| <b>Orthodontic Services</b> (braces)                                | <ul style="list-style-type: none"> <li>Orthodontic treatment plan and records</li> <li>Fixed appliance insertion (banding) for comprehensive treatment</li> <li>Interceptive orthodontic treatment 24-month orthodontic treatment</li> <li>Children (for banding that begins before age 19)</li> <li>Adults (for banding that begins at age 19 or older)</li> </ul> |
| <b>Broken Appointments</b>                                          | <ul style="list-style-type: none"> <li>Canceling appointments with less than a 24-hour notice</li> </ul>                                                                                                                                                                                                                                                            |

## INELIGIBLE DENTAL EXPENSES IN THE CIGNA PLAN

The CIGNA Dental Care Access Plan option limits or excludes some medical treatments, services, and supplies. The following list provides some examples of items that are not eligible for reimbursement; however, this list is not all-inclusive. If you do not find an expense listed below or **under Eligible Dental Expenses in the CIGNA Plan**, call CIGNA Dental Health at 800-244-6224 for coverage eligibility.

Ineligible treatments, services, and supplies are:

- Completion of crowns and bridges, dentures, or root canal treatment already in progress on the effective date of your CIGNA Dental Health coverage
- Cosmetic dentistry or cosmetic dental surgery (performed solely to improve appearance)
- General anesthesia, sedation, or nitrous oxide
- Hospitalization, including any associated incremental charges for dental services performed in a

hospital

- Implants (material implanted into bones or soft tissue) or the removal of implants
- Prescription drugs prescribed by your CIGNA dentist
- Procedures, appliances, or restorations if the main purpose is to change vertical dimension (degree of separation of the jaw when teeth are in contact)
- Procedures, appliances, or restorations if the main purpose is to diagnose or treat abnormal conditions of the temporomandibular joint, except as specifically listed on your CIGNA Dental Health patient charge schedule
- Procedures or appliances for minor tooth guidance or to control harmful habits, such as thumb sucking
- Replacement of fixed and/or removable prosthodontic appliances that were lost or stolen or appliances damaged due to patient abuse, misuse, or neglect
- Services considered by CIGNA Dental Health to be unnecessary or experimental in nature
- Services for any disturbance of the jaw joints (temporomandibular joint or "TMJ" disorders) or associated muscles, nerves, or tissues (may be covered under your medical plan option)
- Services not listed on your CIGNA Dental Health patient charge schedule
- Services provided by a non-network general dentist or a non-network specialist without CIGNA Dental Health's prior payment approval (except for emergencies)
- Services provided or paid for by or through a federal or state government agency or authority or political subdivision or a public program, other than Medicaid and Medi-Cal
- Services related to an injury or illness covered under workers' compensation, occupational disease or similar laws
- Services related to injuries intentionally self-inflicted
- Services required while serving in the armed forces of any country or international authority
- Services to the extent you are compensated for them under any group medical plan, no-fault auto insurance policy, or insured motorist policy

**DENTAL  
COVERAGE**

## CIGNA GLOBAL DENTAL PLAN OPTION

The CIGNA Global Dental Plan option provides dental coverage designed to meet the needs of our employees working overseas and their eligible dependents. For details about the coverage provided by the CIGNA Global Benefits Dental Plan, refer to Plan materials available on **Total Rewards Gateway**. CIGNA, not Northrop Grumman, is responsible for the payment of benefits covered under the insurance contract and has the sole authority, discretion and responsibility to interpret and apply terms of the contract.

## ADDITIONAL INFORMATION ABOUT YOUR DENTAL BENEFITS

### If You Have Other Dental Coverage: Coordination of Benefits

You and your dependents may be covered by more than one group dental plan, such as a Northrop Grumman dental plan option and your spouse's employer's plan. When this happens, the benefits you receive under your Northrop Grumman dental plan may be coordinated with benefits you receive from other plans. When the Northrop Grumman dental plan is the secondary payer, the benefits from other plans are taken into account, and you can receive payment for up to 100% of your eligible expenses from both plans combined. This provision prevents double payments of benefits.

For example, assume you receive dental services to fill a cavity, and your eligible expenses total \$100. Also assume the primary plan pays 80% (or \$80) of eligible expenses for this service and your Northrop Grumman dental plan — the secondary plan — typically pays 80% of eligible expenses. In this case, since payment cannot exceed 100% of the fees charged, your Northrop Grumman dental plan pays only the remaining \$20, and you pay nothing.

Coordination of benefits under the dental plan options differs from the "non-duplication of benefits" provision under the medical plan options. However, the approach to determining your primary and secondary plans is the same. See **If You Have Other Health Care Coverage: Non-Duplication of Benefits** for details.

Remember to inform your dentist of all programs under which you have dental coverage and have him or her complete the dual coverage portion of the Attending Dentist's Statement. This helps ensure that you receive all of the benefits to which you are entitled. For more information, contact Delta Dental at 800-765-6003 or CIGNA Dental Health at 800-244-6224.

DENTAL  
COVERAGE

# Vision

If you wear eyeglasses or contacts, you know how expensive vision care can be. Northrop Grumman recognizes this and offers vision care through Vision Service Plan (VSP) to help you with those expenses.

The Vision Plan gives you the opportunity to receive coverage and/or discounts on eye exams, eyeglasses, contact lenses and laser vision correction when you receive services from a VSP-participating provider. You can also receive reimbursement, up to certain limits, for services you receive from a non-participating provider.

**Note:** Expenses related to eye disease, such as cataracts or glaucoma, would be covered under your medical plan coverage option.

# VISION PLAN OPTIONS

The Plan offers two vision plan options:

- Vision Care
- Vision Care Plus\*

The options differ by how much the plan pays toward your vision care and the cost of coverage.

You can choose vision coverage for yourself and your eligible dependents when you are first hired and during annual enrollment. Your choice remains in effect for the entire plan year, and you cannot make changes until the next annual enrollment, unless you experience a **Qualified Life Event**.

The Northrop Grumman vision plan options help you pay for vision exams and corrective eyewear. Each time you need vision care, you can choose to see a provider who participates in the provider network or any licensed provider outside the network — but you will save money when you access care from a network provider.

Vision Service Plan (VSP) insures the plans and administers the network of vision care providers. VSP has one of the nation's largest networks of vision care providers, so finding a participating provider is easy in most locations. To locate a VSP Choice provider, call VSP at 888-463-9954 or go to the VSP website, **vsp.com**. VSP, not Northrop Grumman, is responsible for the payment of all benefits covered under the insurance contract and has the sole authority, discretion and responsibility to interpret the terms of the insurance contract.

The following is a summary of the coverages provided under the insurance contract. In the event of an inconsistency between the following summary and the terms of the insurance contract, the insurance contract will govern.

*\*Baltimore and Sunnyvale represented employees are not eligible.*

## For More Information

To find out more about the Vision Plan and covered services, contact the Northrop Grumman Benefits Center (NGBC) at 800-894-4194.

See the **Eligibility and Participation** section of this SPD for information on:

- When you become eligible for coverage
- Whom you may cover and
- How to enroll

## VISION COVERAGE

Here is how the Vision plan options provide coverage:

| PLAN PROVISION           | VISION PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                | VISION CARE PLUS PLAN*                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Well Vision Exam</b>  | Once per calendar year with a \$10 copay                                                                                                                                                                                                                                                                                                                                                                                                                                   | Once per calendar year with a \$10 copay                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Frames</b>            | <p>Once every other calendar year</p> <p><i>VSP Provider:</i></p> <ul style="list-style-type: none"> <li>\$10 copay (for lenses and/or frames)</li> <li>\$150 allowance for a wide selection of frames</li> <li>\$170 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$80 allowance at Costco®</li> </ul> <p><i>Non-VSP Provider:</i></p> <ul style="list-style-type: none"> <li>Covered up to \$70</li> </ul>        | <p>Once per calendar year</p> <p><i>VSP Provider:</i></p> <ul style="list-style-type: none"> <li>\$10 copay (for lenses and/or frames)</li> <li>\$200 allowance for a wide selection of frames</li> <li>\$220 allowance for featured frame brands</li> <li>\$110 allowance at Costco®</li> <li>20% savings on the amount over your allowance</li> </ul> <p><i>Non-VSP Provider:</i></p> <ul style="list-style-type: none"> <li>Covered up to \$70</li> </ul>                                   |
| <b>Lenses</b>            | <p>Once per calendar year</p> <p><i>VSP Provider:</i></p> <ul style="list-style-type: none"> <li>\$10 copay (for lenses and/or frames)</li> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> </ul> <p><i>Non-VSP Provider:</i></p> <ul style="list-style-type: none"> <li>\$50 for single vision lenses</li> <li>\$75 for lined bifocal lenses</li> <li>\$100 for lined trifocal lenses</li> </ul> | <p>Once per calendar year</p> <p><i>VSP Provider:</i></p> <ul style="list-style-type: none"> <li>\$10 copay (for lenses and/or frames)</li> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> </ul> <p><i>Non-VSP Provider:</i></p> <ul style="list-style-type: none"> <li>\$50 for single vision lenses</li> <li>\$75 for lined bifocal lenses</li> <li>\$100 for lined trifocal lenses</li> </ul>                     |
| <b>Lens Enhancements</b> | <p>Once per calendar year</p> <p><i>VSP Provider:</i></p> <ul style="list-style-type: none"> <li>\$0 copay for standard progressive lenses</li> <li>\$30 copay for premium progressive lenses</li> <li>\$30 copay for custom progressive lenses</li> <li>Average 30% savings on other lens enhancements</li> </ul> <p><i>Non-VSP Provider:</i></p> <ul style="list-style-type: none"> <li>\$100 for progressive lenses</li> </ul>                                          | <p>Once per calendar year</p> <p><i>VSP Provider:</i></p> <ul style="list-style-type: none"> <li>\$0 for scratch-resistant coatings</li> <li>\$0 copay for standard progressive lenses</li> <li>\$95-\$105 copay for premium progressive lenses</li> <li>\$150-\$175 copay for custom progressive lenses</li> <li>Average 20% - 25% savings on other lens enhancements</li> </ul> <p><i>Non-VSP Provider:</i></p> <ul style="list-style-type: none"> <li>100 for progressive lenses</li> </ul> |

| PLAN PROVISION                             | VISION PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | VISION CARE PLUS PLAN*                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contact Lenses (instead of glasses)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Contacts</b>                            | <p>Once per calendar year</p> <p><i>VSP Provider:</i></p> <ul style="list-style-type: none"> <li>Up to \$60 copay for contact lens exam (fitting and evaluation)</li> <li>\$150 allowance for contacts; copay does not apply</li> </ul> <p><i>Non-VSP Provider:</i></p> <ul style="list-style-type: none"> <li>Up to \$105</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Once per calendar year</p> <p><i>VSP Provider:</i></p> <ul style="list-style-type: none"> <li>Up to \$60 copay for contact lens exam (fitting and evaluation)</li> <li>\$200 allowance for contacts; copay does not apply</li> </ul> <p><i>Non-VSP Provider:</i></p> <ul style="list-style-type: none"> <li>Up to \$105</li> </ul>                                                    |
| <b>Primary Eyecare</b>                     | <p><i>VSP Provider:</i></p> <ul style="list-style-type: none"> <li>Retinal screening for members with diabetes</li> <li>Additional exams and services for members with diabetes, glaucoma, or age-related macular degeneration</li> <li>Treatment and diagnosis of eye conditions, including pink eye, vision loss and cataracts available for all members</li> <li>Limitations and coordination with medical coverage may apply. Ask your VSP network doctor for details</li> </ul>                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Extra Savings</b>                       | <p><i>VSP Provider:</i></p> <p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="https://vsp.com/specialoffers">vsp.com/specialoffers</a> for details</li> <li>20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam</li> </ul> <p>Laser Vision Correction</p> <ul style="list-style-type: none"> <li>Average 15% savings on the regular price or 5% savings on the promotional price; discounts only available from contracted facilities</li> </ul> <p>Routine Retinal Screening</p> <ul style="list-style-type: none"> <li>No more than a \$20 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> |                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>VSP EasyOptions</b>                     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Once per calendar year</p> <p>Choose ONE of these enhancements when purchasing your eyewear:</p> <ul style="list-style-type: none"> <li>Additional \$50 frame allowance</li> <li>Fully covered premium or custom progressive lenses</li> <li>Fully covered light-reactive lenses</li> <li>Fully covered anti-glare coating</li> <li>Additional \$50 contact lens allowance</li> </ul> |

**VISION  
COVERAGE**

| PLAN PROVISION       | VISION PLAN                                                                                                                                                                                                                                                  | VISION CARE PLUS PLAN*                                                                                                                                                                                                                                       |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>VSP Lightcare</b> | <p>Instead of prescription glasses or contacts, \$150 allowance for ONE of these options:</p> <ul style="list-style-type: none"> <li>• Ready-made non-prescription sunglasses</li> <li>• Ready-made non-prescription blue light filtering glasses</li> </ul> | <p>Instead of prescription glasses or contacts, \$250 allowance for ONE of these options:</p> <ul style="list-style-type: none"> <li>• Ready-made non-prescription sunglasses</li> <li>• Ready-made non-prescription blue light filtering glasses</li> </ul> |

Coverage with a retail chain may be different or not apply. VSP guarantees coverage from VSP providers only. Coverage information is subject to change.

*\*Baltimore and Sunnyvale represented employees are not eligible.*

# A CLOSER LOOK: HOW THE VISION PLAN OPTIONS WORK

If you enroll in a vision plan, you have a choice to make each time you need vision care: you may choose to see a provider in the Vision Service Plan (VSP) Choice network, a VSP Participating Retail Chain (such as Costco or Visionworks), or a provider outside the VSP network. However, when you use a network provider or VSP Participating Retail Chain, you will receive a higher level of coverage, which means you pay less for your care.

Here is a comparison of some of the key differences between receiving care from in-network and out-of-network vision care providers:

| IN-NETWORK                                                                                | OUT-OF-NETWORK                                                                            |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| You must use a VSP provider*                                                              | You can go to any licensed provider outside the VSP network                               |
| The plan pays more of your eligible expenses, which means less out-of-pocket cost for you | The plan pays less of your eligible expenses, which means more out-of-pocket cost for you |
| You do not have to file claims — your VSP provider will do it for you                     | You may have to file your own claims                                                      |
| VSP providers discount their services, so your share of the cost will be less             | Out-of-network providers may charge more for their services                               |

*\*Coverage with a VSP Participating Retail Chain may differ from coverage with a VSP Choice provider including lens options and discounts on non-covered items. Once your coverage is effective, go to **vsp.com** for details.*

## How to Use the Vision Plan Options

### Maximize Your Coverage with VSP Providers

You have the option of receiving services from any eye care provider you choose. However, you receive a higher level of coverage and pay less out of your own pocket when you go to a provider who participates in VSP's network.

Visit **vsp.com** for details, if you plan to see a provider other than a VSP network provider.

If you want to access services from a VSP Choice provider, follow these steps:

1. Select and contact a VSP provider by calling VSP at 888-463-9954 or by visiting **vsp.com**.
2. When you go to the provider's office, identify yourself as a VSP member. Your provider will verify your eligibility directly with VSP (you will not receive a VSP ID card).
3. Pay the applicable copayment and any additional costs not covered by the plan directly to the provider.

### Help Cover Vision Costs with an FSA

To help you pay for expenses the Vision Plan does not cover or covers only in part, consider enrolling in a Health Care Flexible Spending Account (FSA). With a Health Care FSA, you set aside money on a pre-tax basis to pay for eligible medical, dental and vision care expenses (see **Flexible Spending Accounts** for more information).

If you want to access services from a vision care provider who does not participate in the VSP network, follow these steps:

1. Pay the full cost of your services to the provider at the time of service and keep a copy of the itemized receipt.
2. For reimbursement of your eligible expenses, complete and file a VSP claim form with VSP within six months of receiving the services. You can do this electronically at the VSP website, **vsp.com** (at the VSP site, go to *My Forms* and select *Out-of-Network Reimbursement Form*).

If you do not have Internet access, send the following to VSP:

- An itemized receipt listing the services received
- The name, address and phone number of the out-of-network provider
- The last four digits of the member's Social Security number, name, address, phone number, and employer (Northrop Grumman)
- The patient's name, date of birth, address, and phone number
- The patient's relationship to the covered member, such as "self," "spouse," "child"

Keep a copy of the claim information and send the originals to: VSP, P.O. Box 385018, Birmingham, AL 35238-5018.

### Eligible Vision Expenses

Following is a description of eligible vision care expenses under the vision plan options. If you have a question about eligible vision expenses — including services not listed below or under "Ineligible Vision Expenses" — call VSP at 888-463-9954.

- Comprehensive eye exam once every plan year, which may include the following related services:
  - Case history review
  - Visual system evaluation using ophthalmoscopy (retina, optic nerve head, and blood vessels)

- External and internal exams, including direct and/or indirect ophthalmoscopy
- Extraocular muscle assessment
- Analysis of pupillary reflexes
- Cornea, lens, iris, conjunctive, lids, and lashes observation
- Visual fields screening test
- Tonometry test
- Refractive evaluation
- Binocular function
- Diagnosis and treatment plan
- Eyeglass lenses\* (single vision, bifocal, or trifocal lenses), once every plan year, and related necessary professional services, such as:
  - Prescribing and ordering proper lenses
  - Assisting in the selection of frames
  - Verifying the accuracy of finished lenses
  - Proper fitting and adjustment of frames
  - Subsequent adjustments to frame to maintain comfort and efficiency
  - Progress or follow-up work, as necessary
- Eyeglass frame,\* once every or every other plan year depending on the plan option
- Contact lenses\* of any kind, excluding cosmetic lenses, once every plan year

*\*You may choose coverage for either eyeglasses or contact lenses, but not both, during any plan year. For example, if you choose contacts, you will not be eligible for eyeglass lenses and frames during the plan year.*

## Ineligible Vision Expenses

Plan benefits are provided only when services are determined to be visually necessary or appropriate for the proper treatment of a vision problem. Following is a list of expenses not eligible for coverage under the vision plan options. Please note that this is not an all-inclusive list. Always call VSP at 888-463-9954, if you have a question about a particular vision service or expense.

- Coating of the lens or lenses (scratch resistant coating obtained in-network is covered in full in the Vision Care Plus\*\* plan option)
- Oversize lenses
- Corrective vision treatment of an experimental nature
- Cosmetic lenses
- Cosmetic processes that are optional
- Eye exams as a condition of employment
- The cost of frames that exceeds the plan allowance
- Medical or surgical treatment
- Non-prescription (Plano) lenses (less than +.50 dioptic power)
- Non-prescription contact lenses

- Orthoptics or vision training and any associated supplemental training
- Photochromatic lenses
- Tinted lenses except Pink #1 and Pink #2
- Replacement/repair of lost or broken lenses or frames
- Services or materials covered under workers' compensation
- Two pairs of glasses instead of bifocals
- The additional cost of adding UV (ultraviolet) protection to lenses
- Certain limitations on low vision care

**\*\*** *Baltimore and Sunnyvale represented employees are not eligible.*

## If You Have Other Vision Coverage

You and your dependents may receive vision coverage from more than one plan. For example, you may receive vision care coverage from the Northrop Grumman vision plan and your spouse's employer's medical and/or vision plan.

When this happens, the Northrop Grumman vision plan considers the benefit payments you receive from the other plan. When the Northrop Grumman vision plan is the secondary payer, the Northrop Grumman vision plan will pay for amounts that are considered out-of-pocket charges (including copays, frame overage, lens options) up to the coordination of benefit allowances. For more information, contact VSP or your vision care provider.

This provision ensures that payments from the other plan, plus payments from the Northrop Grumman vision plan option, do not exceed the amount the Northrop Grumman vision plan would have paid if there were no other coverage.

If the other plan is also administered by VSP, VSP will coordinate coverage between the two plans.

The approach to determining your primary and secondary plans is covered under **If You Have Other Health Care Coverage: Non-Duplication of Benefits**.

Remember to inform your vision care provider of all programs under which you have vision coverage. This helps ensure that you receive all of the benefits to which you are entitled. For more information, contact VSP at 888-463-9954 or visit [vsp.com](https://vsp.com).

**Note About HMO Vision Exam Benefits:** Most HMO plans cover 100% of your vision care exam cost. Therefore, if you are in an HMO plan option and receive a vision care exam, you should use your HMO benefit for full coverage. If you need corrective eyewear, those expenses may be covered through the Northrop Grumman vision plan option.

## If You Live Outside the United States

If you reside outside the United States, you are eligible for the Northrop Grumman vision plan option, and your expenses will be covered at the out-of-network level unless you incur expenses through a network provider in the United States.

# Tax-Advantaged Accounts

FSAs. HSAs. The acronyms may sound confusing but with these saving accounts, you can reduce your taxable income and save money to pay for certain eligible health care and dependent day care expenses on a pre-tax basis.

The **Health Savings Account (HSA)** must be paired with a high-deductible health plan to help you set aside money for eligible health care expenses now or later.

The **Health Care Flexible Spending Account (FSA)** helps you pay for certain eligible health care expenses your health care plans do not cover—or cover only in part. A **General Purpose Health Care FSA** may be used for eligible medical, prescription drugs, dental and vision expenses. If you are contributing to an HSA and like the advantages of an FSA, you could contribute to a **Limited Purpose Health Care FSA**, which reimburses only for eligible dental and vision expenses.

The **Dependent Day Care FSA** reimburses you for eligible dependent child care or dependent elder care expenses while you (and your spouse, if married) work, look for work or attend school.

Some employees may have a **Health Reimbursement Account (HRA)** resulting from their participation in certain medical plan options that are no longer available.

## FSA AND HSA: WHAT ARE THE DIFFERENCES?

|                                                                                                                       | General Purpose Health Care FSA                                                       | Limited Purpose Health Care FSA                                                                                                       | Dependent Day Care FSA                                   | HSA                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Who's eligible</b>                                                                                                 | All benefits-eligible employees except those who establish/are contributing to an HSA | All benefits-eligible employees, however, generally only those contributing to an HSA would elect the Limited Purpose Health Care FSA | All benefits-eligible employees                          | Participants in the: <ul style="list-style-type: none"> <li>Plan 2: Medium Premium/Medium Deductible Plan**</li> <li>Plan 3: Low Premium/High Deductible Plan**</li> <li>Plan 4: Medium Premium/Medium Deductible Utah Extended Network Plan**</li> <li>Kaiser Mid-Atlantic HDHP</li> <li>Baltimore and Sunnyvale Value Plan</li> </ul> |
| <b>Northrop Grumman contributes</b>                                                                                   | No                                                                                    | No                                                                                                                                    | No                                                       | Yes (Well-being Incentive**)                                                                                                                                                                                                                                                                                                            |
| <b>You can change your contributions at any time</b>                                                                  | No                                                                                    | No                                                                                                                                    | No                                                       | Yes                                                                                                                                                                                                                                                                                                                                     |
| <b>You can use money for eligible health care expenses (pre-tax)</b><br>Medical and Prescriptions<br>Dental<br>Vision | Yes<br>Yes<br>Yes                                                                     | No<br>Yes<br>Yes                                                                                                                      | No<br>No<br>No                                           | Yes<br>Yes<br>Yes                                                                                                                                                                                                                                                                                                                       |
| <b>2026 Contribution Limit</b>                                                                                        | \$3,300                                                                               | \$3,300                                                                                                                               | \$7,500, or \$4,300 if you earn more than \$160,000/year | \$4,400 employee only coverage<br>\$8,700 family coverage<br>PLUS additional \$1,000 if you are age 55 or older by the end of the year                                                                                                                                                                                                  |
| <b>Availability of money</b>                                                                                          | Your full annual contribution amount is immediately                                   | Your full annual contribution amount is immediately                                                                                   | Reimbursement amount of eligible expenses cannot         | Reimbursement amount of eligible expenses cannot exceed the balance in your account                                                                                                                                                                                                                                                     |

**TAX-  
ADVANTAGED  
ACCOUNTS**

|                                                                                                 | General Purpose Health Care FSA                          | Limited Purpose Health Care FSA                          | Dependent Day Care FSA                    | HSA                            |
|-------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|-------------------------------------------|--------------------------------|
|                                                                                                 | available for use as of January 1                        | available for use as of January 1                        | exceed the balance in your account        |                                |
| <b>You can use money for other expenses</b>                                                     | No                                                       | No                                                       | Yes, for your dependent day care expenses | Yes (a tax penalty will apply) |
| <b>You can roll over unused funds year to year</b>                                              | Yes (up to \$660***) if you enroll for the new plan year | Yes (up to \$660***) if you enroll for the new plan year | No                                        | Yes                            |
| <b>You can take your account with you if you leave Northrop Grumman or retire (portability)</b> | No*                                                      | No*                                                      | No                                        | Yes                            |

\*COBRA continuation coverage may be available.

\*\*Baltimore and Sunnyvale represented employees are not eligible.

\*\*\* The maximum carryover amount may change from year to year. The carryover maximum will be communicated in the annual enrollment materials.

### HSA and FSA: Can I Have Both?

IRS rules don't allow you to contribute to both an HSA and a General Purpose Health Care FSA. Northrop Grumman offers HSA participants a Limited Purpose Health Care FSA which has the same features as the General Purpose Health Care FSA but may be used for dental and vision expenses only.

# HEALTH SAVINGS ACCOUNT

An HSA is an employee-owned, tax-advantaged account that can be used to reimburse eligible health care expenses on a tax-free basis. The HSA may be funded by your own pre-tax (or post-tax) contributions and contributions from Northrop Grumman for completing the Well-being Incentive,\* up to a certain annual limit. You own the HSA, and it's designed to help you save and budget for eligible expenses. Because you own the HSA, whatever you don't use, you keep even after you leave or retire from Northrop Grumman. Your HSA is not part of the Northrop Grumman Health Plan.

*\*Baltimore and Sunnyvale represented employees are not eligible.*

## Eligibility

To contribute to an HSA, you need to meet certain criteria (See IRS Publication 969 for further details):

- You must be enrolled in an IRS-qualified high-deductible health plan
- You cannot be enrolled in coverage under another non-qualified plan (although eligibility for other coverage is permitted). For example, employees covered by their spouse's HMO or a General Purpose Health Care Flexible Spending Account (FSA) would not be eligible for an HSA
- You must not be enrolled in Medicare or TRICARE
- You cannot be claimed as a dependent on someone else's tax return

### Our HSA-compatible high deductible health plans include:

- Plan 2: Medium Premium/Medium Deductible Plan
- Plan 3: Low Premium/High Deductible Plan
- Plan 4: Medium Premium/Deductible Utah Extended Network Plan
- Kaiser Mid-Atlantic HDHP

**TAX-  
ADVANTAGED  
ACCOUNTS**

## IRS Limits

There are IRS limits that determine how much you can contribute annually to an HSA and the contribution maximum may be increased for inflation annually. You may contribute to your HSA as long as the combined contributions (yours and the Company's, if any) do not exceed the IRS calendar year limits. Please see IRS Publication 969 for the current IRS limits.

Participants age 55 and older (as of the end of the calendar year) may contribute up to an additional \$1,000 per calendar year. Employees are responsible for making sure they don't exceed the annual IRS limit.

- Generally, the amount you are eligible to contribute for a calendar year is based on the level of coverage (you only or you + one or more family members) you have in effect at the beginning of each month during the year in which you were covered by a high-deductible health plan and otherwise HSA eligible. However, if you enroll in a high-deductible health plan midyear, you can generally contribute up to the annual contribution maximum based on your level of coverage on December 1. You must stay in the HSA-compatible high-deductible health plan and remain eligible to contribute to an HSA for the entire 12 months of the following calendar year. This "last month" rule is described in IRS Publication 969.
- If you contribute too much to your account, IRS rules will require you to pay a 6% excise tax if you do not take a timely corrective distribution of the excess (and earnings on the excess). You will also have to include the excess amounts in your income. See IRS Publication 969 or consult with your

tax advisor for details.

## SETTING UP YOUR HSA

The HSA is not part of the Northrop Grumman Health Plan. Northrop Grumman helps employees facilitate pre-tax payroll deductions to an HSA by providing access to an HSA through Fidelity Investments®. Northrop Grumman may also make contributions on your behalf if you complete the Well-being Incentive.\* However, you own the HSA and must establish your account on your own.

After enrolling in one of the Northrop Grumman Health Plan's high-deductible health plans, you will be asked to set up your HSA with Fidelity on *NetBenefits* at **netbenefits.com/northropgrumman**. If you do not want to make your own contributions, but are eligible to receive Northrop Grumman's HSA contribution on your behalf, you should elect to contribute \$0.00 to the Fidelity HSA.

*\*Baltimore and Sunnyvale represented employees are not eligible.*

### Keep in Mind

You can stop or change your HSA contributions at any time through *NetBenefits* at **netbenefits.com/northropgrumman** or by calling the NGBC at 800-894-4194. Election changes will be implemented as soon as administratively possible.

Please be aware that neither Northrop Grumman nor Fidelity will monitor your contributions and whether you exceed the limits. Please review your contribution amounts closely to ensure you have not exceeded the IRS limits.

## LIMITED PURPOSE FSA WITH AN HSA

If you enroll in a high-deductible health plan and elect to establish an HSA through Fidelity, and you enroll in (or are automatically re-enrolled in) the Health Care FSA, your FSA will be a Limited Purpose Health Care FSA. A Limited Purpose FSA can be used for eligible dental and vision expenses only. IRS rules prohibit individuals with a General Purpose Health Care FSA from establishing and contributing to an HSA. Once you start contributing to a Limited Purpose FSA, you cannot change to a General Purpose FSA during the plan year.

If you do not elect to establish an HSA when you first enroll in a high-deductible health plan, you may still choose to have a Limited Purpose FSA instead of a General Purpose FSA. You may want to have a Limited Purpose FSA, for example, if you want to delay establishing an HSA until later in the plan year (because you will be covered under your spouse's non-calendar plan year Health Care FSA at the beginning of the plan year) or if you choose to establish an HSA other than through Fidelity (for example, at the bank where you do your personal banking). When you make your enrollment elections either through *NetBenefits* or by calling the NGBC, be sure to select the Limited Purpose FSA option.

# FLEXIBLE SPENDING ACCOUNTS

Flexible spending accounts (FSAs) let you pay certain health and dependent day care expenses with pre-tax dollars. By setting aside amounts from your pay on a pre-tax basis, you reduce the amount of your income that is subject to most federal and state taxes, and may increase the amount of your take-home pay.

Through payroll deductions, you can set aside pre-tax dollars in the FSAs that can be used to reimburse you for eligible health care and dependent day care expenses. The pre-tax dollars come out of each paycheck. You submit eligible expenses to each account for reimbursement.

## Your Options

**Health Care FSA:** Set aside \$52 to \$3,300 of pre-tax dollars annually in the Health Care FSA for reimbursement of your and your dependent(s)'s eligible health care expenses. This limit may change from plan year to plan year. You will be notified of the limit in the annual enrollment materials.

**Dependent Day Care FSA:** Set aside \$52 to \$7,500 of pre-tax dollars annually in the Dependent Day Care FSA for reimbursement of your eligible dependent day care expenses. If you and your spouse are both Northrop Grumman employees, the maximum you may both elect on a combined basis is \$7,500, subject to the limit for highly compensated employees. The contribution limit for highly compensated employees is \$4,300. In 2026, you will generally be a highly compensated employee if you earn \$160,000 or more in 2025. This compensation threshold may change from year-to-year pursuant to cost of living adjustments.

**Note:** This contribution limit may be adjusted periodically as required to pass IRS nondiscrimination requirements.

You can enroll in one or both of the FSAs — or you can choose not to participate — when you are first hired and during annual enrollment. Your choice remains in effect for the entire plan year, and you cannot make changes until the next annual enrollment, unless you experience a **Qualified Life Event**.

At the time of a qualified life event, you may have a negative balance in your Health Care FSA. A negative balance occurs when you contribute less money to your account than you receive in reimbursements. In this case, any changes you make to your contributions must allow you to repay the negative balance by the end of the plan year.

**Are you enrolled in a high deductible health plan option?** If you enroll in one of the high deductible health plan options available under the Plan, and elect to establish an HSA through Fidelity during annual enrollment or as part of your elections as a new hire, the FSA will be a Limited Purpose Health Care FSA, which can be used for eligible dental and vision expenses only. See **Limited Purpose FSA with an HSA** for details.

## Your Contributions

If you choose to enroll in one or both of the FSA options, your contributions are deducted from your paychecks on a pre-tax basis during each pay period throughout the plan year (January 1 through December 31). The money is available for you to use on eligible expenses. Because of payroll system limitations, the total deducted over the year might be slightly more or less than the total amount of your election, but the total amount deducted constitutes the cost of your FSA coverage. The Plan does not refund or seek payment of those slight differences. If you believe there is a significant discrepancy between the amount of your FSA election and the amount being deducted from your paychecks, you must notify the Plan administrator immediately.

TAX-  
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When you enroll in the FSA in the middle of the plan year, your maximum contribution is the applicable annual maximum for the plan year — \$7,500 for Dependent Day Care FSA, \$3,300 for Health Care FSA. For example, suppose you have a qualified life event effective July 1, and you enroll in the Health Care FSA. You can elect to contribute from \$52 to \$3,300 for the remainder of the plan year (six months). The annual contribution amount you elect will be divided by the number of paychecks remaining and deducted accordingly.

**Note:** FSA elections for the plan year must be made on or before November 30 of that plan year. This means that participants who are newly eligible for coverage or who experience a qualified life event in December may not newly participate in the FSAs nor increase or decrease their existing FSA elections for that plan year.

# HEALTH CARE FLEXIBLE SPENDING ACCOUNT

You can use the Health Care FSA for most health care expenses that are considered eligible medical expense deductions on your federal income tax return, but are not reimbursed by another health plan. For example, you can use the account for your out-of-pocket costs, including deductibles, coinsurance and copayments.

You can use the account to reimburse you for eligible medical expenses even if you are not enrolled for medical, dental or vision coverage. For example, even if you do not have vision coverage in a vision plan, you can submit your expenses for vision exams, eyeglasses, contact lenses and vision correction laser surgery.

**Note:** Your premium contributions for coverage under the Northrop Grumman Health Plan are not eligible for reimbursement through the Health Care FSA because your premium payments are already made on a pre-tax basis.

Eligible health care expenses can only be for:

- You
- Your spouse
- Any person you claim as a dependent on your tax return
- Any person you could have claimed as a dependent on your tax return but for the fact that:
  - The person filed a joint return
  - The person had gross income greater than the applicable exemption amount for the year, or
  - You, or your spouse if filing jointly, could be claimed as a dependent on someone else's return.
- Your biological child, adopted child, stepchild or foster child who is under age 27 at the end of your tax year

**Please Note:** IRS rules prohibit the use of a Health Care FSA for expenses incurred by domestic partners and children of domestic partners, unless you claim the person as your dependent on your tax return or you would be able to claim the person as a dependent on your tax return but for the circumstances described in the fourth bullet point above.

## Eligible Health Care FSA Expenses

See **IRS Publication 502** for details about Eligible Expenses. IRS publication 502 generally provides a list of expenses eligible for reimbursement through an FSA. (Note: Not all items listed in Publication 502 are eligible for reimbursement — for example, premiums for coverage in the medical, dental, and vision plan options). The publication is available:

- At your local IRS office
- From the IRS by calling 800-829-3676
- At [irs.gov](https://www.irs.gov)

The Health Care FSA reimburses you for the eligible expenses described below. However, in order to be reimbursed, you must incur the expense during your period of coverage. The period of coverage is January 1 through December 31, although your period of coverage may be shorter if you make your Health Care FSA election after annual enrollment or if you lose your Health Care FSA coverage during the plan year and do not elect COBRA. An expense is considered incurred on the date you obtain the

medical service or medical item, and not on the date you make a payment. For example, if you had a medical procedure in a previous plan year, you will not be reimbursed for any payments you make towards that procedure in the current plan year. This is true even if, as part of a payment plan, you make payments towards that procedure during your period of coverage. Likewise, you will not be reimbursed from your Health Care FSA for any prepayments you might make towards a medical procedure, unless and until you have the procedure during your period of coverage. The only exception is orthodontia. Since orthodontia is considered ongoing treatment, those claims are paid based upon the date the payment is made.

The Health Care FSA reimburses you for these eligible expenses:

- Medical and dental plan copayments, deductibles and coinsurance
- Charges above the medical plans' **Maximum Allowed Amount** and dental plans' plan allowance
- Expenses that are partially covered by your medical, dental or vision plan, such as the cost of:
  - Alcoholism/substance abuse (chemical dependency) treatment (including meals and lodging provided by a treatment center)
  - Birth control devices
  - Chiropractic or physical therapy
  - Dental bridges and dentures
  - Eyeglasses or contact lenses (including contact lens solutions)
  - Hearing aids and their batteries
  - Infertility services
  - Insulin
  - Medical equipment, such as crutches or wheelchairs
  - Mental health treatment
  - Orthodontia
  - Periodontal cleanings
  - Prescription drug copayments and coinsurance
  - Retin A (when medically necessary and not for cosmetic purposes)
  - Speech therapy
- Certain expenses that are not covered by your medical or dental plan (but can be reimbursed), such as the cost of:
  - Home modifications to accommodate a disabled person (including disabilities caused by arthritis)
  - Laser eye surgery, such as LASIK, radial keratotomy and penetrating keratoplasty
  - Removal of lead-based paint to prevent your young child who has (or had) lead poisoning from eating paint
  - Over-the-counter medicines and drugs
  - Smoking-cessation programs (does not include expenses for drugs that do not require a prescription, such as nicotine gum or patches)
  - Sterilization reversal
  - Menstrual care products
- Travel and lodging away from home for medical reasons; limitations may apply — see **IRS**

**Publication 502** for details (not all items listed in Publication 502 are eligible for reimbursement — for example, premiums for coverage in the medical, dental and vision plan options)

- Tuition and tutoring for a child with severe learning disabilities, including dyslexia
- Transportation to and from your health care provider
- Vitamins by prescription
- Weight-loss programs prescribed by a physician as medically necessary treatment for a specific disease or condition
- Nursing care for a dependent (such as your dependent elderly parents) if it is not custodial nursing home care

## Ineligible Health Care FSA Expenses

The Health Care FSA does not reimburse you for the following (even if your doctor recommends them):

- Cosmetic treatment (unless the treatment corrects a deformity arising from or directly related to a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease); cosmetic treatment includes, but is not limited to, teeth bleaching, laser peels, chemical peels, hair transplants and treatment for male pattern baldness
- Dance or swimming lessons
- Drugs prescribed for cosmetic purposes (such as Rogaine, a drug prescribed for hair-loss treatment)
- Electrolysis
- Expenses reimbursed through any health insurance policy or plan, such as your spouse's health plan or Medicare
- Expenses you or a family member incurred before the effective date of your Health Care FSA election or change of your Health Care FSA election
- Expenses you or a family member incurs after the end of the plan year (December 31)
- Health club dues, YMCA dues, and related expenses
- Household help
- Liposuction
- Marriage or family counseling
- Birth parent clothes, diaper service, and related expenses
- Custodial nursing home care
- Premiums for automobile insurance, including premiums to insure medical care for persons injured by or in your car
- Premiums for life, disability or accidental death and dismemberment (AD&D) insurance
- Premiums for medical, dental, and vision insurance, including COBRA premiums
- Transportation to and from work (even if your condition requires special means of transportation)

- Trips or vacations taken for relief of a condition, change in environment, improvement of morale, or general health purposes
- Tuition for a child with disciplinary problems who is enrolled in a special school
- Uniforms
- Weight-loss programs (unless prescribed by a doctor as medically necessary for the treatment of a specific disease or condition)

## Health Care FSA vs. Tax Deduction

Even though the Health Care FSA reimbursements can reduce your taxable income, the federal income tax deduction might provide greater savings for some employees. To claim such a deduction, your health care expenses must exceed 10% of your adjusted gross income. Most employees find that their eligible health care expenses do not reach that amount. However, you should consult with your tax advisor to determine which method is best for your personal situation.

# DEPENDENT DAY CARE FLEXIBLE SPENDING ACCOUNT

The Dependent Day Care FSA allows you to set aside pre-tax dollars to pay for eligible dependent day care expenses while you are working. If you are married, your spouse also must work (or actively search for work), unless he or she is:

- A full-time student at least five months of the year, or
- Mentally or physically disabled and unable to care for a dependent.
- If you are divorced or legally separated, you can use the Dependent Day Care FSA if you have custody of your child for a longer period during the year than does your child's other parent. In addition, you must provide more than half of your child's financial support, and your child is claimed as a dependent on your federal income tax return.

## Eligible Dependents

Dependent day care expenses that can be reimbursed through the Dependent Day Care FSA include day care for:

- Children under age 13 whom you claim as dependents on your federal income tax return
- A spouse who is incapable of caring for him- or herself
- Parents, grandparents, children age 13 or older, or other relatives or members of your household who:
  - Are claimed as a dependent on your federal income tax return,
  - Spend at least eight hours each day in your home,
  - Receive more than half of their support from you, and
  - Are physically or mentally incapable of caring for themselves.

If your spouse is incapable of caring for their own self, the expenses you incur for their care must enable you to be gainfully employed, and your spouse must:

- Have a physical or mental condition that does not allow them to take care of personal, hygienic or nutritional needs, or
- Require full-time attention for safety reasons.

The fact that your spouse is unable to engage in substantial gainful activity or perform their normal functions does not necessarily mean that expenses you incur for their care are reimbursable under the plan.

## Eligible Dependent Day Care FSA Expenses

See **IRS Publication 503** for details about eligible expenses. IRS publication 503 generally provides a list of expenses eligible for reimbursement through a dependent care FSA. The publication is available:

- At your local IRS office
- From the IRS by calling 800-829-3676

- At [irs.gov](https://www.irs.gov)

The following expenses are eligible for reimbursement under the Dependent Day Care FSA:

- The cost of day care provided in or out of your home (including Social Security taxes you pay on behalf of your provider) by an eligible babysitter
- The cost of day care provided at a licensed day care center or kindergarten that cares for at least six people and complies with local regulations (but not services from a facility that charges no fee)
- The cost of day care provided at a summer camp (but not tuition and other fees unrelated to day care)
- The cost of day care provided at a private school (but not tuition and other fees unrelated to day care if the child is in kindergarten or above)
- Any nonrefundable fees to secure your dependent's place in a day care center

Any other expenses that would be considered eligible for a dependent care credit for federal income tax purposes. For a complete list of these expenses, see **IRS Publication 503**.

Your day care provider can be a babysitter if his or her services enable you and your spouse to work. However, please note that your day care provider cannot be any of the following:

- Your spouse
- Your child's other parent
- Your child who is under age 19 at the end of the plan year
- A person whom you or your spouse claims as a dependent for income tax purposes
- Expenses must be incurred during the plan year in order to be eligible for reimbursement. If you terminate participation in the Dependent Day Care FSA during the plan year, you may continue to use any available balance for expenses incurred during the remainder of the plan year.

## Ineligible Dependent Day Care Expenses

The following expenses are not eligible for reimbursement under the Dependent Day Care FSA:

- Child support payments
- Clothing, entertainment or food expenses
- Day care expenses incurred during hours when you or your spouse is not working or works as a volunteer
- Expenses you incur while you or your spouse is away from work because of vacation, illness or leave of absence
- Expenses you or a family member incurred before the effective date of your Dependent Day Care FSA election or change of your Dependent Day Care FSA election
- Expenses that are reimbursed by another plan, such as your spouse's or a government plan
- Expenses you incur before you enroll in the Dependent Day Care FSA
- Expenses you incur during any time you cannot claim your dependent as an exemption on your federal income tax return

- Expenses you incur after the end of the plan year (December 31)
- Finder's fees for placement of an au pair or nanny
- Full-time convalescent or nursing home expenses (except care for a mentally disabled child under age 13)
- Overnight camp expenses
- Transportation expenses for your caregiver or your dependent
- Tuition, for kindergarten or higher
- Any other expenses considered not eligible for a dependent day care credit for federal income tax purposes (see **IRS Publication 503**)

## Contribution Limits If You Are Married

The table below indicates the maximum allowable tax-free reimbursement from a Dependent Day Care FSA, per IRS regulations.

| IF THIS IS YOUR SITUATION...                                                                                                           | THEN YOUR MAXIMUM ANNUAL CONTRIBUTION IS...                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| You or your spouse earns less than \$7,500                                                                                             | The amount the lower-paid spouse earns, up to \$7,500                                                                                                                                                                                      |
| You and your spouse file a joint income tax return and your spouse also participates in a Dependent Day Care Flexible Spending Account | \$7,500 for your spouse's account and your account combined*                                                                                                                                                                               |
| You and your spouse file separate income tax returns                                                                                   | \$3,750 under the Northrop Grumman account                                                                                                                                                                                                 |
| Your spouse is a full-time student for at least five months of the year<br>or<br>Your spouse is disabled                               | \$3,000 (or \$250 for each month that your spouse is a student or is disabled) if you have one dependent<br><br>\$6,000 (or \$500 for each month that your spouse is a student or is disabled) if you have two or more eligible dependents |

\* If you and your spouse are both Northrop Grumman employees, the maximum you may both elect on a combined basis is \$7,500, subject to the limit for highly compensated employees.

**TAX-  
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## Dependent Day Care FSA vs. Tax Credit

Another way to reduce taxes with your dependent day care expenses is to claim the child care credit on your federal income tax return.

Here is how the tax credit works: You can claim a 20% to 50% tax credit for child care expenses. The percentage that applies to you is based on your household income. If you have one dependent, the maximum expense that you can apply to the credit is \$3,000 each calendar year. That means your annual tax saving when you use the credit can be up to \$1,500 ( $50\% \times \$3,000 = \$1,500$ ). If you have two or more eligible dependents, you can claim up to \$6,000 in expenses, and your credit can be a maximum of \$3,000 ( $50\% \times \$6,000 = \$3,000$ ).

You have the option to use both the Dependent Day Care FSA and the tax credit approach. However, the IRS does not allow you to claim a tax credit for any expenses already reimbursed under the FSA. In other words, you cannot “double deduct” and receive a tax saving twice for the same expense.

Moreover, the amount of expenses that qualify for a tax credit are reduced — dollar for dollar — by the amount that you receive from the Dependent Day Care FSA. That means if you have one dependent and you contribute \$3,000 or more to the FSA, you cannot also claim the dependent care tax credit. This rule applies even if you have additional unreimbursed expenses.

The combination of FSA reimbursements and tax credits that provides the greatest tax saving for you depends on your household income, the number of your eligible dependents and your income-tax-filing status.

## USING YOUR FSA DOLLARS

When you incur an eligible expense during the plan year, you can use the pre-tax dollars in your accounts to reimburse yourself. File your request for reimbursement with Fidelity, the FSA claims administrator, and include the proper documentation substantiating the expense. You may also pay many of your eligible healthcare and dependent day care expenses directly from your FSA account. Go to [netbenefits.com/NorthropGrumman](https://netbenefits.com/NorthropGrumman) or call Fidelity at 800-894-4194 for more information on how to file claims.

Because your bills may arrive after you receive services, you can submit claims incurred during the plan year until March 31 — after the plan year ends.

**Note:** The claims administrator reviews your claims. Each time you submit a claim for reimbursement from your FSA, you are deemed to certify that the expense is for an eligible individual, that you (or your spouse or other eligible individual) have not already been reimbursed for the expense, that you (and your spouse and any other eligible individual) will not seek reimbursement under any other plan for the expense and that you will acquire and retain sufficient documentation for the expense.

The following sections provide additional details about reimbursements specific to each account.

### Health Care FSA

When you have an eligible healthcare expense, you may:

- Use the Fidelity health card instead of cash or credit to pay the provider or pharmacy. The amount of purchase is deducted automatically from your FSA. Save itemized receipts or other supporting documentation to substantiate your claim for FSA benefits.
- Pay the expense then file a claim for reimbursement online at [netbenefits.com/NorthropGrumman](https://netbenefits.com/NorthropGrumman) or by mail or fax. Please note reimbursement checks for FSA expenses must be cashed or replaced no later than 12 months after the issue date or the amount is forfeited. If you do not cash or deposit a reimbursement check or obtain a replacement check before the end of the 12-month period, the amount is forfeited permanently. You will not receive a refund and the amount will not be restored to your FSA account.
- Pay the expense directly from your FSA.

You can submit health care expenses and receive reimbursement for up to the total amount you elected to contribute for the entire plan year, less any reimbursements that were already paid. Your future contributions will be credited to your account. See the example below.

If you or your dependents are enrolled in more than one health plan (such as your plan and your spouse's plan or Medicare), you first have to submit your expenses to those plans. After you receive reimbursement from all your health plans, you can submit the balance of your eligible expenses for reimbursement under the Health Care FSA. You must include the explanation of benefits (EOBs) from both plans with your claim. (You can submit expenses for your eligible dependents even if they are not covered under the health care plans.)

TAX-  
ADVANTAGED  
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Here are two examples of how the Health Care FSA reimbursement process works:

|                                   | EXAMPLE 1 | EXAMPLE 2 |
|-----------------------------------|-----------|-----------|
| Your selected annual contribution | \$600     | \$600     |
| Your contributions as of February | \$100     | \$100     |
| Your submitted claim in February  | \$600     | \$800     |
| Your reimbursement                | \$600     | \$600     |
| Your account balance              | (\$500)   | (\$500)   |

- In example 1, you are reimbursed the full amount of your \$600 claim in February, even though you contributed only \$100 to your account so far. Your contributions during the rest of the plan year will be credited to make up the \$500 negative balance in your account.
- In example 2, you submit a claim for \$800, but receive reimbursement for only \$600 — the total contribution you selected for the year.

## Dependent Day Care FSA

When you have an eligible dependent day care expense, you may file a request for reimbursement or set up to pay your provider directly. Go to [netbenefits.com/NorthropGrumman](https://netbenefits.com/NorthropGrumman) for more information. You will need to provide a bill or cancelled check that shows your day care provider's Social Security or tax identification number. (According to IRS rules, your expenses will not be reimbursed if you do not provide this number.)

For reimbursement of the cost of day care provided by your child's school, day care must be shown as a separate item on the tuition bill. Tuition for children in kindergarten or higher is not an eligible expense.

You can be reimbursed for eligible expenses up to the balance in your account at the time your claim is processed. If you have enough money in your account, you will be reimbursed in full. If you do not have enough money in your account to pay your entire claim, you will receive an initial reimbursement equal to your current account balance. The remainder of your claim will be paid automatically after you make additional payroll contributions to your account. Depending on how much you contribute each week, you may receive one or several reimbursement checks.

For example, let's assume you submit a claim for \$400 and receive a reimbursement check for \$384 (the amount in your account in February). You will be reimbursed the remaining \$16 after you make additional payroll contributions to your account.

|                                   | EXAMPLE |
|-----------------------------------|---------|
| Your selected annual contribution | \$5,000 |
| Your contributions as of February | \$384   |
| Your submitted claim in February  | \$400   |
| Your reimbursement                | \$384   |
| Your account balance              | \$0     |

Keep in mind that the IRS limits the pre-tax reimbursements you can receive in a single calendar year from the dependent care FSA to \$7,500. (If you are married, this limit applies to any reimbursements received by you and your spouse.) If you are reimbursed for more than \$7,500 in a calendar year, you will be responsible for paying taxes on the excess amount.

Please note reimbursement checks for FSA expenses must be cashed or replaced no later than 12 months after the issue date or the amount is forfeited. If you do not cash or deposit a reimbursement check or obtain a replacement check before the end of the 12-month period, the amount is forfeited permanently. You will not receive a refund and the amount will not be restored to your FSA account.

## “Use It or Lose It Rule” and Other IRS Regulations

Before you enroll in an FSA, be sure to carefully estimate your health care and dependent day care expenses for the year. In exchange for the tax savings you receive, the IRS places restrictions on the amount you can contribute. Special rules pertaining to these restrictions may be communicated in additional communications.

For example, under the IRS “use-it-or-lose-it” rule, you lose any funds in your dependent day care account that you do not use by the end of plan year. That means that you will not receive a refund, and you will not be able to roll over any remaining account balances to the next year. These amounts will be forfeited.

The IRS has modified its “use-it-or-lose-it” rule for Health Care FSAs and now allows you to roll over up to \$660 of unused funds at the end of the plan year to the next plan year. Please keep in mind that you must enroll in a Health Care FSA for the new plan year in order to receive the roll over. The maximum rolled over amount that may be credited to your Health Care FSA at any time is \$660 (though this maximum amount may change from year to year). For example, if you rolled over \$400 after year one and had only used \$200 of that rolled over amount by the end of year two, the most you could roll over from unused year two contributions would be \$300. Unused amounts over \$660 are forfeited. The rollover amount of \$660 does not impact the maximum election amount of \$3,300.

In addition, IRS rules require that you:

- Cannot transfer money from one FSA to another.
- Cannot change the set amounts you choose to contribute during the plan year, unless you have a qualified life event.
- Will lose your unused account balances if you leave Northrop Grumman or lose eligibility for the Northrop Grumman Health Plan during the plan year for any reason (unless you elect to continue your Health Care FSA through **COBRA Continuation Of Coverage**); however, you can submit a claim for reimbursement of expenses that you incur before leaving Northrop Grumman or before losing eligibility for the Northrop Grumman Health Plan.
- Cannot file for an income tax deduction or tax credit for expenses reimbursed through the FSAs.
- Cannot use amounts in one FSA to cover expenses of the other FSA.

## How Your Other Benefits Are Affected

Your FSA contributions will not affect your other Northrop Grumman benefits that are based on your pay. These other benefits, such as life insurance, disability, and retirement benefits, will continue to be based on your full pay before any FSA contributions are distributed.

However, your contributions to an FSA may affect your Social Security benefits. Your Social Security benefits are based on your average annual taxable income — up to the Social Security wage base —

during your entire career. Because your FSA contributions lower your taxable income, your Social Security benefits at retirement or disability may be slightly less if:

- You earn less than the Social Security wage base for the current year, or
- Your pre-tax contributions reduce your taxable income below the Social Security wage base.

If you earn more than the Social Security wage base, your Social Security benefits are not affected. For most employees, the current tax savings outweigh any possible reduction in future Social Security benefits or other government-related benefits.

## When Participation Ends

Your participation in the FSAs ends and your contributions stop when the first of these events occurs:

- You no longer are eligible under the Plan
- The Plan terminates

For information about how your enrollment may be affected by certain life events, such as a leave of absence, refer to **What Happens To Your Benefits In Special Situations**.

Eligible expenses that you incur before your participation ends will be reimbursed, if you submit a reimbursement claim by March 31 — after the plan year ends.

Expenses that you incur after your Health Care FSA participation ends are not eligible for reimbursement, and you forfeit any amounts left in your accounts as of the claim submission deadline. However, under certain circumstances, when your coverage otherwise would end, you may continue participating in the Health Care FSA by making after-tax contributions through COBRA. When you elect COBRA, you can submit expenses for reimbursement and use the balance in your Health Care FSA during the plan year. See **COBRA Continuation Of Coverage** for detail.

# HEALTH REIMBURSEMENT ACCOUNTS

A Health Reimbursement Account (HRA) is an employer-funded account used to reimburse eligible health care expenses. You may have an HRA associated with your past participation in the Premium Plan, Premium Plus Plan or the Anthem Consumer Driven Health Plan (CDHP), all medical plan options that are no longer available.

If on December 31, 2019, you were enrolled in the Premium Plan or Premium Plus Plan, had an HRA balance in excess of \$50, and enrolled in another medical plan in the Northrop Grumman Health Plan for the 2020 plan year, your unused HRA balance was transferred to Fidelity to administer.

There are two types of HRAs:

- The **General Purpose Health Reimbursement Account (HRA)** can be used to pay medical and prescription drug expenses as well as dental and vision care expenses
- The **Limited Purpose Health Reimbursement Account (HRA)** can be used for dental and vision expenses only
- IRS rules do not allow an individual to establish or contribute to an HSA if the individual is covered by an HRA that would reimburse medical and prescription drug expenses. If you contribute to an HSA, plan to contribute to an HSA, or plan to receive the Well-being Incentive as a contribution to an HSA, be sure your HRA is limited purpose. See below under “**Electing a General Purpose or Limited Purpose HRA**” for information on how to elect a limited purpose HRA.

You will receive a Fidelity health card, which you may use to pay for your eligible expenses. Alternatively, you may submit claims for reimbursement directly to Fidelity. If you enroll in a Health Care FSA and have an HRA, your HRA funds will be used before your Health Care FSA. Once you have exhausted your HRA, you may begin using your FSA to pay eligible expenses.

Unlike an FSA, the money credited to your General Purpose or Limited Purpose HRA will not be forfeited if unused by the end of the plan year. Your balance will rollover each year as long as you remain covered under a medical plan option in the Northrop Grumman Health Plan. If you decline medical coverage at annual enrollment, your HRA balance will be forfeited. If your medical coverage ends as a result of terminating employment, a reduction in your scheduled hours, or your transfer to a benefits ineligible status, your HRA eligibility also ends unless you continue your medical coverage through COBRA. The HRA is not restored if you are rehired by Northrop Grumman. You have 90 days from the coverage end date to submit requests for reimbursement to Fidelity for eligible expenses incurred while you were covered by the medical plan.

## Electing a General Purpose or Limited Purpose HRA

Your HRA may change from a General Purpose HRA to a Limited Purpose HRA (also known as an HSA-eligible HRA) or vice versa as described below.

- If you have an HRA, are enrolled in a high-deductible health plan and elect to contribute to an HSA through Fidelity during annual enrollment, your HRA will be a Limited Purpose HRA. If it's a General Purpose HRA, your HRA will change to a Limited Purpose HRA for the new plan year.
- If you have a General Purpose HRA, do not elect to contribute to an HSA through Fidelity during annual enrollment but want to remain HSA-eligible in the new plan year, you must contact Fidelity during the annual enrollment window and elect a Limited Purpose HRA for the new plan year.
- If you have a Limited Purpose HRA, do not elect to contribute to an HSA during annual enrollment, and do not want to remain HSA-eligible in the new plan year, you may elect a General Purpose

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HRA for the new plan year by contacting Fidelity during the annual enrollment window.

You may not change your HRA's status from general purpose to limited purpose, or vice versa, at any time other than during annual enrollment.

# Life and Accident Insurance

Financial protection from the unexpected for you and your family is an important part of the Northrop Grumman benefits program.

To provide financial support for you or your beneficiaries, you are automatically provided with basic term life,\* accidental death and dismemberment (AD&D)\* and business travel accident (BTA) insurance coverage at no cost. If you would like additional coverage, you can purchase optional life or AD&D insurance for yourself and your eligible dependents in various levels of coverage at favorable group rates. These plans can provide additional financial protection in the event of death or serious accidental injury.

*\*Independence, MO represented employees have 120-day probation period. ABL represented employees are not eligible for AD&D.*

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# LIFE INSURANCE

Northrop Grumman provides basic life insurance for you and optional life insurance, which you may purchase for yourself and certain dependents.

Both the basic and optional life insurance plans are known as “term insurance.” This type of insurance pays benefits in a lump sum only if you or your enrolled dependents die while you are an eligible Northrop Grumman employee or, in the case of optional life insurance, so long as you remain eligible and pay the premiums. Unlike whole life insurance, term insurance policies do not build up a cash value.

There are no benefit exclusions for company-paid basic life insurance or optional life insurance, which means that the plan will pay a benefit regardless of the cause of death. However, there are some exclusions for the other types of coverage.

## For More Information

For important additional information about the benefits described in this section, be sure to review the **Eligibility and Participation** and the **General Plan Administration** sections of this **Summary Plan Description (SPD)**.

## Basic Life Insurance

Northrop Grumman provides you with basic life insurance equal to one times your annual base pay, up to \$1 million, or \$50,000, whichever is greater. Base pay is your pay for purposes of determining life insurance, AD&D insurance, and LTD coverage, as determined by your business unit. You are automatically covered by this insurance; you do not have to enroll in the plan. Northrop Grumman pays the full cost of basic life insurance for you.

**Note:** The basic life insurance coverage described in this section is not available to you if you are eligible for other life insurance coverage provided by Northrop Grumman. Also, if you are an Independence, MO represented employee, your basic and optional life insurance, if elected, will be effective after you complete your 120-day probation period.

If you die, the plan pays benefits to the beneficiary or beneficiaries you choose. See **Beneficiary Designation** for information about designating your beneficiary.

## Keep in Mind

You can limit your basic life insurance coverage to \$50,000 to avoid paying imputed income tax. See **Imputed Income** for details.

## Optional Life Insurance\*

You may purchase optional life insurance for yourself, your spouse, your domestic partner and your unmarried children described below:

- Your biological child, adopted child, stepchild, child for whom you are the legal guardian, or child of your domestic partner under the age of 26
  - Adopted child: A person is treated as your child if you have legally adopted the person or the person is lawfully placed with you for legal adoption.
  - Stepchild: A stepchild is the biological child or adopted child of your spouse but not of you. If you and your spouse divorce, your former stepchild is not eligible for coverage under this provision.

*\*Independence, MO represented employees have a 120-day probation period.*

- A child of a domestic partner is the biological child or adopted child of your domestic partner but not of you. If you and your domestic partner terminate your domestic partner relationship, the child of your former domestic partner is not eligible for coverage under this provision.
- A child for whom you are the legal guardian is a child for whom you are the legally appointed guardian provided the child resides with and is supported by you.
- Your disabled biological child, adopted child, stepchild, child for whom you are the legal guardian or child of your domestic partner if the person became disabled:
  - Prior to January 1, 2011 and (i) before the person attained age 19 or (ii) while the person was at least age 19 but under age 25 and a full-time student, and was covered for optional life insurance before reaching age 26; or
  - On or after January 1, 2011 and while the person was under age 26, and was covered for optional life insurance before reaching age 26.

For purposes of this provision, the plan considers a person to be disabled if he or she is incapable of self-sustaining employment by reason of mental or physical handicap.

For details about domestic partner optional life insurance, call the NGBC at 800-894-4194.

If you select optional life insurance, you pay the full cost with after-tax dollars, based on group rates negotiated by the Plan administrator.

Your cost for optional life insurance for yourself is determined by your age as of December 31 of the plan year and the coverage level selected. Your cost for optional life insurance for your spouse is generally determined by your spouse's age as of December 31 of the plan year and the coverage level selected. As your annual base pay changes, so will your coverage amount and rate for coverage for yourself and your spouse, if applicable. Your cost for child life insurance is determined as a flat rate per option.

You can select optional life insurance at the following times:

- Within 31 days of when you (and your dependents) first become eligible for coverage (which is usually your date of hire)
- Anytime during the plan year, subject to Evidence of Insurability (EOI) requirements

Depending on the amount of coverage you choose, you may need to provide satisfactory EOI. See **When Evidence of Insurability Is Required** for details.

### Important Notes About Optional Life Insurance Coverage for Children

- You may not purchase optional life insurance for your child if your child has basic or optional life coverage under the Northrop Grumman Health Plan as an active employee or optional life coverage under the Northrop Grumman Health Plan through your spouse or domestic partner
- You may not purchase optional life insurance for your child if your child is in the military of any country or international authority, except for active-duty weekend or summer training for the reserve forces of the United States, including the National Guard
- You may not purchase optional life insurance for a child placed in your home by a welfare or social service agency under an agreement where the agency retains control of the child or pays you for maintenance.

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For your optional life insurance to take effect, you must be an active employee and not on a leave of absence on the effective date of coverage. If you are on a leave of absence, and you want to increase your coverage, you must call the NGBC at 800-894-4194 when you return to work.

For your dependent's coverage to take effect, they must not be confined for medical care or treatment — either in a medical treatment facility or at home — on the effective date of the coverage. If your dependent is confined, coverage begins when he or she is released from confinement. You must not be on a leave of absence for your dependent's coverage to take effect.

You can purchase dependent life insurance regardless of whether you purchase optional life insurance for yourself, but your spouse's (or domestic partner's) life coverage cannot exceed 50% of your combined basic and optional insurance coverage.

### OPTIONAL LIFE INSURANCE FOR YOURSELF\*

If you select optional life insurance for yourself, your beneficiary will receive benefits under both your basic and optional life insurance in the event of your death. The optional life insurance options for employees are:

- 1 x your annual base pay up to a benefit maximum of \$2.0 million
- 2 x your annual base pay up to a benefit maximum of \$2.0 million
- 3 x your annual base pay up to a benefit maximum of \$2.0 million
- 4 x your annual base pay up to a benefit maximum of \$2.0 million
- 5 x your annual base pay up to a benefit maximum of \$2.0 million
- 6 x your annual base pay up to a benefit maximum of \$2.0 million
- 7 x your annual base pay up to a benefit maximum of \$2.0 million
- 8 x your annual base pay up to a benefit maximum of \$2.0 million
- No optional life insurance

If the amount of your annual base pay is not an even \$1,000 multiple, the amount of your coverage is rounded up to the next-higher thousand-dollar amount. For example, if your annual base pay amount is \$42,100 and you select the three times your annual base pay, your benefit will be: \$42,100 x 3 = \$126,300, rounded up to \$127,000.

### OPTIONAL LIFE INSURANCE FOR YOUR SPOUSE/DOMESTIC PARTNER\*

The optional spouse/domestic partner life insurance options are:

- \$25,000
- \$50,000
- 1 x your annual base pay
- 2 x your annual base pay
- 3 x your annual base pay
- 4 x your annual base pay

*\*Independence, MO represented employees have a 120-day probation period.*

The amount of your spouse/domestic partner's life insurance cannot be more than the lesser of:

- 50% of the total amount of your own basic and/or optional life insurance combined amount, rounded up to the nearest \$1,000
- \$500,000

For example, if your annual base pay amount is \$40,000, and you select optional life insurance equal to one times this amount, the total of your basic and optional life insurance is \$90,000 (basic life insurance of \$50,000 + optional life insurance of \$40,000). You could choose optional life insurance for your spouse/domestic partner of \$25,000 or one times your annual base pay. However, you could not choose any of the other options.

You do not have to purchase optional life insurance for yourself in order to buy spouse/domestic partner life insurance. If both you and your spouse/domestic partner work for Northrop Grumman, you may select optional life insurance for one another.

### OPTIONAL LIFE INSURANCE FOR YOUR CHILDREN\*

The optional child life insurance options are:

- \$10,000 per child
- \$20,000 per child
- \$30,000 per child

This coverage is available for eligible children who are unmarried. If both you and your spouse/domestic partner work for Northrop Grumman, only one of you may elect optional life insurance coverage for your eligible dependent children.

*\*Independence, MO represented employees have a 120-day probation period.*

## When Evidence of Insurability Is Required

Evidence of Insurability (EOI) refers to proof that you and/or your spouse/domestic partner are in good health at the time you enroll for optional life insurance. You must provide EOI under the following circumstances:

- When you (and your dependents) first become eligible (usually on your date of hire), and you choose:
  - Optional coverage for yourself that is greater than five times your salary or \$600,000, whichever is less
  - Optional coverage for your spouse/domestic partner that is greater than \$50,000
- You select or increase optional coverage for yourself (and your dependents) at any time other than within 31 days of the date you first become eligible (for instance, in the event of a qualified life event). However, if you were at an optional life insurance level of less than five times your salary and gain a new dependent through marriage, birth, or adoption, you can:
  - Select employee coverage of one times your pay or increase your current coverage by one level (if the new amount elected is less than or equal to \$600,000) without EOI
  - Select spouse/domestic partner coverage up to \$50,000 without EOI

If your spouse/domestic partner loses his or her life insurance from another source, you may select spouse/domestic partner coverage up to \$50,000 without EOI. Also, you may enroll in or increase child life insurance without EOI, if you experience a qualified life event.

When EOI is required, you must complete and submit your EOI form to MetLife (the life insurance company). Contact the NGBC at 800-894-4194 for information about the EOI process.

The EOI process requires information about your health, medical history, and pre-existing conditions. In addition, you may be required to undergo a paramedical examination. A medical professional will meet with you at the location of your choice to perform the exam. MetLife will pay the fee of the paramedical exam, with no cost to you.

Until your EOI is processed, your coverage will be limited to an amount allowed without EOI. For example, you enroll as a new employee and choose coverage equal to four times your annual base pay of \$155,000 or \$620,000. Because four times your annual base pay exceeds \$600,000, the maximum amount allowed without EOI, your coverage will be limited to three times your annual base pay — \$465,000 — until your EOI is processed and your coverage is approved.

## **Imputed Income**

Federal tax law requires you to pay income taxes on the value of your employer provided group life insurance in excess of \$50,000. This is called imputed income. You may choose to avoid imputed income by limiting your basic life insurance benefit to \$50,000. You can limit your basic life insurance benefit during enrollment when you make your other benefit choices.

## **Accelerated Death Benefit Option**

The Northrop Grumman basic and optional 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 (basic and optional combined) amount, up to \$500,000. If your spouse/domestic partner is expected to live for six months or less, you may receive up to 80% of the total life insurance (optional spouse/domestic partner life) amount, up to \$400,000. Ordinarily, this benefit would be paid to you or your spouse/domestic partner's beneficiary only upon death.

To receive this benefit, the plan requires medical documentation of your or your spouse/domestic partner's 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.

## What Happens If Your Employment Ends

Your life insurance coverage and any optional coverage you purchase for your spouse/domestic partner and/or children ends on the date your employment ends\* (unless your employment ends due to disability; see **When Employment Ends** for details). If you die within 31 days of your termination date, benefits are paid to your beneficiary for your basic life insurance, as well as any optional life insurance coverage you elected.

*\* You have the option to convert your life insurance to an individual policy and/or elect portability coverage (see **Continuing Your Coverage through Conversion or Portability** for details).*

### What Happens If You Take a Leave of Absence?

If you take a leave of absence, your benefits will generally continue for a specified period. See **If You Take a Leave of Absence** section for more information.

## Exclusions: Losses Not Covered

There are no exclusions for basic or optional life insurance — life insurance provides a benefit regardless of the cause of death.

## 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 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 he or she wishes. Please note the TCA is not a bank account and not a checking, savings or money market account.

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## 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. An assignment required by law will only be honored if approved by the plan in advance of death.

# ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

## Overview

AD&D insurance pays benefits if, as a result of a covered accident, you die or lose a limb or your sight, speech, or hearing or become paralyzed within 365 days of the accident. The amount the plan pays depends on the extent of the loss.

Note: The basic and optional AD&D insurance coverage described in this section is not available to ABL (Local 261c) or ABL (Local 400) represented employees or employees eligible for other basic and optional AD&D coverage provided by Northrop Grumman. In addition, if you are an Independence, MO represented employee, your coverage will be effective after a 120-day probationary period.

## Basic AD&D Insurance

Northrop Grumman provides you with basic AD&D insurance equal to one times your salary or \$50,000, whichever is greater, up to \$1 million. You are automatically covered by this insurance; you do not have to enroll in the plan. Northrop Grumman pays the full cost of basic AD&D insurance for you.

If you die, the plan pays benefits to the beneficiary or beneficiaries you choose. If you lose a limb or your sight, speech, or hearing or become paralyzed as a result of a covered accident, the plan pays a portion of your AD&D benefits to you.

## Optional AD&D Insurance

You may purchase Optional AD&D insurance for yourself, your spouse, your domestic partner, and your unmarried children described below:

- Your biological child, adopted child, stepchild, child for whom you are the legal guardian, or child of your domestic partner under the age of 26.
  - Adopted child: A person is treated as your adopted son or daughter if you have legally adopted the person or the person is lawfully placed with you for legal adoption.
  - Stepchild: A stepchild is the biological child or adopted child of your spouse but not of you. If you and your spouse divorce, your former stepchild is not eligible for coverage under this provision.
  - A child of a domestic partner is the biological child or adopted child of your domestic partner but not of you. If you and your domestic partner terminate your domestic partner relationship, the child of your former domestic partner is not eligible for coverage under this provision.
  - A child for whom you are the legal guardian is a child for whom you are the legally appointed guardian provided the child resides with and is supported by you.

### Keep in Mind

You may not purchase optional AD&D for your child if your child has basic AD&D coverage under the Northrop Grumman Health Plan as an active employee of Northrop Grumman.

- Your disabled biological child, adopted child, stepchild, child for whom you are the legal guardian or child of your domestic partner if the person became disabled:
  - Prior to January 1, 2011 and (i) before the person attained age 19 or (ii) while the person was at least age 19 but under age 25 and a full-time student and was covered for AD&D insurance before reaching age 26; or
  - On or after January 1, 2011 and while the person was under the age of 26 and was covered for AD&D insurance before reaching age 26.

For purposes of this provision, the plan considers a person to be disabled if he or she is incapable of self-sustaining employment by reason of mental or physical handicap.

For further details about domestic partner optional life insurance, contact the NGBC at 800-894-4194.

If you select optional AD&D insurance, you pay the full cost with after-tax dollars, based on rates negotiated by the Plan administrator.

You can choose optional AD&D insurance when you are first hired and during annual enrollment. Because you pay for optional AD&D insurance with after-tax dollars, you can also enroll in optional AD&D insurance for yourself and your dependents at any time during the plan year.

If you and your spouse/domestic partner work for Northrop Grumman, only one of you may cover the entire family for AD&D insurance. The other employee may elect employee-only coverage.

#### OPTIONAL AD&D INSURANCE FOR YOURSELF

If you select optional coverage and suffer an eligible loss, you will receive benefits under both your basic and optional AD&D insurance.

The optional employee AD&D insurance options are:

- 1 x your annual base pay up to a benefit maximum of \$2.0 million
- 2 x your annual base pay up to a benefit maximum of \$2.0 million
- 3 x your annual base pay up to a benefit maximum of \$2.0 million
- 4 x your annual base pay up to a benefit maximum of \$2.0 million
- 5 x your annual base pay up to a benefit maximum of \$2.0 million
- 6 x your annual base pay up to a benefit maximum of \$2.0 million
- 7 x your annual base pay up to a benefit maximum of \$2.0 million
- 8 x your annual base pay up to a benefit maximum of \$2.0 million
- 9 x your annual base pay up to a benefit maximum of \$2.0 million
- 10 x your annual base pay up to a benefit maximum of \$2.0 million

## OPTIONAL AD&D INSURANCE FOR YOUR ENTIRE FAMILY

You also may purchase optional AD&D insurance for your entire family. The insurance for your family will be a percentage of your coverage election as shown in the chart below. The optional family AD&D insurance options for you are:

- 1 x your annual base pay up to a benefit maximum of \$2.0 million
- 2 x your annual base pay up to a benefit maximum of \$2.0 million
- 3 x your annual base pay up to a benefit maximum of \$2.0 million
- 4 x your annual base pay up to a benefit maximum of \$2.0 million
- 5 x your annual base pay up to a benefit maximum of \$2.0 million
- 6 x your annual base pay up to a benefit maximum of \$2.0 million
- 7 x your annual base pay up to a benefit maximum of \$2.0 million
- 8 x your annual base pay up to a benefit maximum of \$2.0 million
- 9 x your annual base pay up to a benefit maximum of \$2.0 million
- 10 x your annual base pay up to a benefit maximum of \$2.0 million

If you select family coverage, your spouse/domestic partner and/or child(ren)'s coverage is based on your eligible family members at the time of the loss, as shown in this chart:

|                                      | AMOUNT OF DEPENDENT COVERAGE                                                                                |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Spouse/domestic partner only         | 75% of your optional coverage                                                                               |
| Spouse/domestic partner and children | Spouse: 60% of your optional coverage<br>Children: 15% of your optional coverage per child (up to \$50,000) |
| Children only                        | 25% of your optional coverage per child (up to \$50,000)                                                    |

For example, let's assume:

- Your annual base pay is \$40,000
- You choose family AD&D coverage equal to 2 x your annual base pay
- You are married and have two children

In this example,

- Your AD&D coverage amount is \$80,000 (2 x \$40,000)
- Your spouse's coverage amount is \$48,000 (60% x \$80,000)
- Your children's coverage amount is \$12,000 per child (15% x \$80,000)

If you and your spouse/domestic partner work for Northrop Grumman, only one of you may cover the entire family for AD&D insurance.

## What AD&D Insurance Pays for Specific Losses

AD&D insurance pays a percentage of the AD&D coverage amount based on the type of loss incurred, as shown in this chart:

| TYPE OF LOSS*:                                     | PERCENTAGE OF AD&D COVERAGE AMOUNT PAID |                                                        |                                      |
|----------------------------------------------------|-----------------------------------------|--------------------------------------------------------|--------------------------------------|
|                                                    | If You Suffer a Loss                    | If Your Covered Spouse/Domestic Partner Suffers a Loss | If Your Covered Child Suffers a Loss |
| Life                                               | 100%                                    | 100%                                                   | 100%                                 |
| Two or more (hands or feet)                        | 100%                                    | 100%                                                   | 200%                                 |
| Sight in both eyes                                 | 100%                                    | 100%                                                   | 200%                                 |
| One hand and one foot                              | 100%                                    | 100%                                                   | 200%                                 |
| One hand or one foot and sight in one eye          | 100%                                    | 100%                                                   | 200%                                 |
| Speech and hearing in both ears                    | 100%                                    | 100%                                                   | 200%                                 |
| One hand or one foot                               | 75%                                     | 75%                                                    | 150%                                 |
| Sight in one eye                                   | 60%                                     | 60%                                                    | 120%                                 |
| Speech or hearing in both ears                     | 85%                                     | 85%                                                    | 170%                                 |
| Thumb and index finger of same hand                | 25%                                     | 25%                                                    | 50%                                  |
| Severance and reattachment of one hand or foot     | 25%                                     | 25%                                                    | 50%                                  |
| Maximum benefit for all losses in any one accident | 100%                                    | 100%                                                   | \$50,000                             |

\*A loss is defined as:

- For a hand or a foot: severance through or above the wrist but below the elbow or ankle but below the knee
- For sight: permanent and irrecoverable loss to the sight of the eye
- For speech: entire and irrecoverable loss of speech
- For hearing: entire and irrecoverable loss of hearing
- For thumb and index finger: permanently severed at or above the knuckles
- Severance means the complete and permanent separation and dismemberment of the part from the body.

## Additional Benefits Under AD&D Insurance

The following special benefits are available under AD&D and optional AD&D insurance with a few exceptions, where noted.

### Rehabilitation Benefit

Under both AD&D and optional AD&D insurance, the plan will pay the benefit shown below, subject to the following conditions and exclusions, when you or an insured dependent requires rehabilitation after sustaining a covered loss resulting directly and independently of all other causes from a covered accident. The covered person must require rehabilitation within 90 days after the date of the covered loss. The benefit amount payable is 20% multiplied by the percentage of the AD&D coverage amount applicable to the covered loss, subject to a maximum of \$18,000.

### Common Disaster Benefit

Under optional AD&D insurance, the plan will increase the loss of life benefit payable for your insured spouse/domestic partner to 100% of your coverage amount if both you and your insured spouse/domestic partner are injured in the same accident and die within 365 days as a result of injuries from the accident.

### Seatbelt and Airbag Benefit

Under both AD&D and optional AD&D insurance, the plan will pay an additional benefit if benefits were paid for loss of life, subject to the conditions and exclusions described below, when you or an insured dependent die as a result of an accidental injury while wearing a seatbelt and operating or riding as a passenger in a passenger car. The additional benefit is equal to 20% of the covered person's coverage amount subject to a minimum of \$500 and a maximum of \$25,000.

A police officer investigating the accident must certify that the seatbelt was properly fastened. A copy of such certification must be submitted with the claim for benefits.

An additional benefit equal to 10% of the covered person's coverage amount subject to a minimum of \$250 and a maximum of \$10,000 is provided if the covered person was also riding in a seat protected by an airbag and was wearing a seat belt which was properly fastened, and died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the seatbelt was properly fastened and that the passenger car in which the deceased was traveling was equipped with airbags. A copy of such certification must be submitted with the claim for benefits.

Seatbelt means any restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

Airbag means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

Passenger car means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

### Child Care Center Benefit

Under optional AD&D insurance, the plan will pay the benefit shown below for up to four consecutive years for the care of each surviving dependent child in a child care center if you or your spouse/domestic partner die as a result of an accidental injury and all of the following conditions are met:

- A death benefit was paid for you or your spouse/domestic partner under the plan
- Coverage for your dependent children was in force on the date of the covered accident causing your death

- One or more surviving dependent children are under age 13 and:
  - Were enrolled in a child care center on the date of the covered accident or
  - Enroll in a child care center within 12 months from the date of the covered accident

The amount of the benefit is the least of:

- The actual annual cost charged by the licensed child care center
- 10% of your or your spouse/domestic partner's optional AD&D coverage amount
- \$7,500 per year

In the event that both you and your spouse die such that each death would cause a payment to be made for a child under this additional benefit, the following rules apply:

- the annual maximum will be 2 times the amount stated above;
- the overall maximum will be equal to the stated percentage applied to the sum of the amount of coverage for you and your spouse; and
- in no event will the amount paid under all child care benefits exceed the amount of child care charges incurred.

This benefit will be paid quarterly when proof that child care center charges have been paid has been received by the insurer. Payment will be made to the person who pays such charges on behalf of the child.

A child care center is a facility that:

- Is operated and licensed according to the law of the jurisdiction where it is located; and
- Provides care and supervision for children in a group setting on a regularly scheduled and daily basis.

This benefit will not be paid for child care center charges incurred after the date the child attains age 13.

#### **Child Education Benefit**

Under optional AD&D insurance, the plan will pay the benefit shown below for each qualifying dependent child who is insured on the date you or your insured spouse/domestic partner dies as a result of an accident injury and a benefit is paid for the loss of life for you and or your spouse/domestic partner. This benefit is subject to the conditions and exclusions described below.

The benefit for each of your qualifying dependent children equals the least of:

- The actual expenses incurred
- 25% of your or your spouse/domestic partner's optional AD&D insurance coverage amount
- \$15,000 per year

The benefit is payable for a period of up to 4 consecutive academic years.

In the event that both you and your spouse die such that each death would cause a payment to be made for a child under this additional benefit, the following rules apply:

- the annual maximum will be 2 times the amount stated above;

- the overall maximum will be equal to the stated percentage applied to the sum of the amount of coverage for you and your spouse; and
- in no event will the amount paid under all child care benefits exceed the amount of child care charges incurred.

A qualifying dependent child must meet all of the following conditions:

- Be enrolled as a full-time student in an accredited college, university or vocational school above the 12<sup>th</sup> grade level on the date of your or your spouse/domestic partner's death; or be at the 12<sup>th</sup> grade level on the date of your or your spouse/domestic partner's death and then enroll as a full-time student at an accredited college, university or vocational school within one year from the date of the your or your spouse/domestic partner's death.
- Proof of the child's continued enrollment as a full-time student may be required.

Benefit payments will be made semi-annually when MetLife receives proof that tuition charges have been paid. Payment will be made to the person who pays the charges on behalf of the child.

### **Spouse/Domestic Partner Education Benefit**

Under optional AD&D insurance, the plan will pay expenses incurred, as described below, to enable your insured spouse/domestic partner to obtain occupational or educational training needed for employment if you die as a result of an accidental injury and benefits were paid for the loss of your life. This benefit is subject to the conditions and exclusions described below.

Your spouse/domestic partner was enrolled as a full-time student in an accredited school at the time of your death, or enrolls as a full-time student, within 12 months after your death in any accredited school.

The amount of the benefit is the least of:

- The actual expenses incurred
- 25% of your optional AD&D insurance coverage amount
- \$25,000

The benefit is payable for a period of up to one academic year and is paid semi-annually when MetLife receives proof that tuition charges have been paid.

### **Coma Benefit**

Under both AD&D and optional AD&D insurance, if you or an insured dependent is in a coma as a result of an accidental injury, the plan will pay a coma benefit. If you or your insured dependent go into a coma within 30 days of the accidental injury and it continues for 7 consecutive days, the plan will begin to make monthly payments of 1% of the covered person's AD&D insurance coverage amount. The plan will make 11 monthly payments, provided the person remains in a coma during this period. In the 12<sup>th</sup> month the plan will pay 100%. If the person recovers, the payments will stop.

Coma means a state of deep and total unconsciousness from which the comatose person cannot be aroused.

### **Survivor Benefit**

Under AD&D insurance, the plan will pay an additional benefit if benefits were paid for loss of your life and your spouse or domestic partner survives you by at least 48 hours. The additional benefit is equal to 2% of the covered person's coverage amount payable monthly for 12 months following your death.

Under optional AD&D, the plan will pay an additional benefit if benefits were paid for loss of your life or loss of your spouse or domestic partner's life. The additional benefit is equal to 2% of the covered

person's coverage amount payable monthly for 12 months following your death. In the event of your death the benefit is payable to your spouse or domestic partner if they survive you by at least 48 hours. In the event of the death of your spouse or domestic partner the benefit is payable to you if you survive your spouse or domestic partner by at least 48 hours.

### **Hospital Confinement Benefit**

Under both AD&D and optional AD&D insurance, the plan will pay the monthly benefit described below, subject to the following conditions and exclusions, if you or an insured dependent are confined to a hospital as a result of an accidental injury which is the direct cause of such confinement independent of other causes.

The hospital stay must begin while the covered person's insurance is in effect.

The benefit is payable beginning on the 7<sup>th</sup> day of the confinement and is 5% of the covered person's AD&D insurance coverage amount, to a maximum of \$1,000 per month. The maximum benefit period is up to 12 months of continuous confinement.

If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.

### **Brain Damage Benefit**

Under both AD&D and optional AD&D insurance, the plan will pay 100% of the covered person's AD&D coverage amount if you or an insured dependent suffers brain damage from an accidental injury. The benefit will be payable if all of the following conditions are met:

- Brain damage begins within 30 days from the date of the accidental injury
- The covered person is hospitalized for treatment of brain damage at least five days
- Brain damage continues for 12 consecutive months

The benefit will be paid in one lump sum at the beginning of the 13th month following the date of the covered accident if brain damage continues longer than 12 consecutive months. The amount payable will not exceed the AD&D coverage amount for the covered person whose covered accident is the basis of the claim.

Brain damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all substantial and material functions and activities normal to everyday life.

### **AD&D Exclusions: Losses Not Covered**

Basic and optional AD&D insurance do **not** cover:

- Physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity
- Infection, other than infection occurring in an external accidental wound
- Intentionally self-inflicted injury
- Suicide or attempted suicide
- Service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country.

- Any incident related to travel in an aircraft or device:
  - as a pilot or crew member of an Aircraft for which you are not qualified;
  - flight student or flight instructor except in the course of your job for the Policyholder;
  - for parachuting or otherwise exiting from the aircraft while the aircraft is in flight except for the purpose of self-preservation;
  - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - for testing or experimental purposes;
  - by or for any military authority; or
  - for travel or designed for travel beyond the earth's atmosphere
- Commission or attempt to commit a felony
- The voluntary intake or use by any means of:
  - any drug, medication or sedative, unless it is:
    - taken or used as prescribed by a Physician; or
    - an "over the counter" drug, medication or sedative taken as directed;
  - alcohol in combination with any drug, medication, or sedative; or
  - poison, gas, or fumes; or
- War, whether declared or undeclared

## 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. An assignment required by law will only be honored if approved by the plan in advance of death.

# BUSINESS TRAVEL ACCIDENT INSURANCE

Northrop Grumman provides business travel accident insurance to you automatically — you do not have to enroll in this coverage. Business travel accident insurance is administered by AIG.

This plan pays benefits if you or any of your eligible dependents die or lose a limb, sight, speech, or hearing or become paralyzed within 365 days of and as a result of a covered accident that occurs while you are traveling on company business. If your dependents accompany you on company business, they are eligible for benefits if Northrop Grumman pays their travel expenses.

You are considered to be traveling on business when you are traveling to advance Northrop Grumman's business. Business travel accident insurance provides a benefit for a covered accident that occurs from the time you leave your home or workplace — whichever occurs last — until you return to your home or workplace, whichever occurs first. Accidents that occur during your normal course of travel to and from work are not covered. Accidental injuries you receive during a leave of absence or vacation also are not covered.

The amount of your coverage is based on the coverage description below:

| COVERAGE DESCRIPTION                                                                                                                                | AMOUNT OF INSURANCE                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| All eligible employees, including test pilots and engineers in flight tests, flying as a pilot or crew member                                       | 4 times annual base salary up to a benefit maximum of \$500,000 |
| All eligible dependent spouses/domestic partners, provided Northrop Grumman agreed in advance to pay transportation expenses (including relocation) | \$110,000                                                       |
| All eligible dependent children, provided Northrop Grumman agreed in advance to pay transportation expenses (including relocation)                  | \$35,000                                                        |

## What Business Travel Accident Insurance Pays for Specific Losses

Business travel accident insurance pays a percentage of the business travel accident coverage amount based on the type of loss incurred, as shown in this chart:

| TYPE OF LOSS*                                               | PERCENTAGE OF BUSINESS TRAVEL ACCIDENT COVERAGE AMOUNT PAID |
|-------------------------------------------------------------|-------------------------------------------------------------|
| Life                                                        | 100%                                                        |
| Two or more (hands or feet)                                 | 100%                                                        |
| Sight in both eyes                                          | 100%                                                        |
| One hand or one foot and sight in one eye                   | 100%                                                        |
| Speech and hearing in both ears                             | 100%                                                        |
| Use of four limbs (quadriplegia)                            | 100%                                                        |
| Use of both lower limbs or both upper limbs (Paraplegia)    | 75%                                                         |
| Use of both limbs on the same side of the body (hemiplegia) | 100%                                                        |

LIFE &  
ACCIDENT  
INSURANCE

| TYPE OF LOSS*                                      | PERCENTAGE OF BUSINESS TRAVEL ACCIDENT COVERAGE AMOUNT PAID |
|----------------------------------------------------|-------------------------------------------------------------|
| One hand or one foot                               | 50%                                                         |
| Sight in one eye                                   | 50%                                                         |
| Speech or hearing in both ears                     | 50%                                                         |
| Thumb and index finger of same hand                | 25%                                                         |
| Hearing in one ear                                 | 25%                                                         |
| Uniplegia                                          | 25%                                                         |
| Maximum benefit for all losses in any one accident | 100%                                                        |

\*A loss is defined as:

- For a hand or a foot: severance through or above the wrist or ankle
- For sight: complete, total and irrecoverable loss to the sight of the eye
- For speech: complete, total and irrecoverable loss of speech
- For hearing: complete, total and irrecoverable loss of hearing
- For thumb and index finger: complete and total severance at or above the knuckles
- For quadriplegia: total paralysis of both arms and legs
- For paraplegia: total paralysis of both legs
- For hemiplegia: total paralysis of the arm and leg on the same side of the body
- For uniplegia: total paralysis of entire arm or leg

## Exclusions

No coverage shall be provided and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks, even if the proximate or precipitating cause of the loss is an accidental bodily injury:

1. Suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury or auto-eroticism.
2. Travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, whether as a Passenger, pilot, operator or crew member, unless specifically provided by the policy.
3. Declared or undeclared war, or any act or declared or undeclared war, unless specifically provided by the policy.
4. Sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
5. Infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition, including but not limited to diabetes.
6. Full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded). (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded).

## Order of Benefits Payment

The plan pays business travel accident insurance benefits to you in the event of accidental loss of limb(s), hearing, speech, or sight. If you die in a covered accident, the plan pays benefits in the following order:

- To the beneficiary or beneficiaries you have designated under your Basic AD&D coverage
- To your surviving spouse/domestic partner
- To your surviving child or children, in equal shares
- To your parents, in equal shares, or to the surviving parent
- To your surviving brothers and sisters, in equal shares, or their beneficiaries
- To your estate

If your covered dependent dies, the plan pays benefits to you.

## Maximum Aggregate Business Travel Accident Benefit

In a catastrophic accident that results in significant loss to more than one covered person, the plan pays a maximum benefit for all losses of \$40,000,000. If the total loss exceeds \$40,000,000, each covered person or his or her beneficiary receives a proportionate share of the \$40,000,000 based on the covered person's amount of insurance and determined by the insurance company.

## 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. An assignment required by law will only be honored if approved in advance of death by the plan.

# GENERAL INFORMATION ABOUT LIFE AND ACCIDENT INSURANCE

## Definition of Your Annual Base Pay

Your “annual base pay” for life and accident insurance purposes is your gross straight-time pay for regularly scheduled hours for a seven-day week, as determined by your business unit.

## How Your Benefits Work Together

If you are injured in an accident and your injury is a covered loss, your AD&D insurance pays benefits directly to you. In the event of your accidental death, both your life insurance and AD&D insurance pay benefits to your beneficiaries. If you die while traveling on company business, your beneficiaries receive benefits from the business travel accident insurance plan, as well as the life and AD&D insurance plans.

## Beneficiary Designation

Your beneficiary is the person or persons you choose to receive life and accident 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.

Any benefits paid for loss of life under your life or AD&D coverage will be paid in the following order:

1. To the beneficiary or beneficiaries you have designated. You can designate your beneficiary online through the *NetBenefits* website at [netbenefits.com/northropgrumman](https://netbenefits.com/northropgrumman). If you do not have internet access or otherwise need assistance, please call the NGBC at 800-894-4194.
2. To your surviving spouse/domestic partner, if you have not designated a beneficiary or there is no surviving beneficiary at the time of your death
3. To your surviving child(ren) if (1) and (2) above do not apply
4. To your estate, if (1), (2), and (3) above do not apply

If you select optional insurance for your spouse/domestic partner or your children, you are automatically the beneficiary of that coverage.

### Making Changes

You may change your coverage amount or update your beneficiary information at any time through *NetBenefits*.

For more information on qualified changes in status see **Qualified Life Events**.

## Steps to Report a Death

To receive benefits under any of the life insurance plans, you or your beneficiary must report the death of the enrolled person. Here are some simple steps to follow to initiate the payment of life insurance benefits:

1. Call the NGBC at 800-894-4194 to report the death. The NGBC notifies the insurance company, gathers the necessary information, and provides you or your beneficiary with information about the payment of life insurance benefits.
2. You will be asked to provide certified copies of the death certificate, birth certificate, and marriage certificate of the deceased. These must be certified; photocopied certificates are not valid. You may also be required to provide other information, as requested by the insurance carrier.

## Continuing Your Coverage through Conversion or Portability

If your (or your spouse/domestic partner's or dependents') coverage ends because your employment with Northrop Grumman ends or because you (or your spouse/domestic partner or dependents) are no longer eligible for coverage, you (and your spouse/domestic partner and dependents) may choose to either:

- Convert the terminating coverage to an individual policy of your own; or
- Use the plan's portability feature to continue the terminating life insurance coverage.

Conversion and portability are characterized as follows:

- **Conversion** allows you to convert all or a portion of the terminating life coverage to an individual policy (subject to conversion amount limitations, if applicable). Amounts you convert are no longer part of your Northrop Grumman coverage, and you are solely responsible for keeping the individual policy(ies) active. You pay the insurance company directly. Your cost is based on the insurance company's standard individual rates, which may differ from the rates you currently pay.
- **Portability** allows you to continue all or a portion of your basic and optional life and basic and optional AD&D coverage (for yourself, your spouse/domestic partner and/or your dependents) when that coverage would otherwise terminate. You pay the insurance company directly. Your cost is based on the insurance company's standard group rates, which may differ from the rates you currently pay.

The chart on the following page shows when the conversion features apply, and the conditions and limitations surrounding your choice to convert your terminating coverage.

## CONVERSION

|                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>What coverage can be converted?</b>                                                 | <ul style="list-style-type: none"> <li>• Your basic life coverage</li> <li>• Your optional life coverage for yourself, your spouse/domestic partner and your dependent children</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                |
| <b>When can you convert?</b>                                                           | <ul style="list-style-type: none"> <li>• When your employment ends (voluntarily or involuntarily)</li> <li>• When your coverage ends</li> <li>• When the Northrop Grumman group insurance policy terminates (life insurance only); most states limit the amount that can be converted in this case</li> <li>• When you retire</li> <li>• When your job changes and, as a result, you are no longer eligible to participate in the plan</li> </ul>                                                                                                                         |
| <b>Can a spouse/ domestic partner and dependent child(ren) convert their coverage?</b> | <ul style="list-style-type: none"> <li>• Yes, your spouse/domestic partner and child(ren) coverage can be converted</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>When can covered dependents convert?</b>                                            | <ul style="list-style-type: none"> <li>• When your employment ends (voluntarily or involuntarily)</li> <li>• When you, the employee, retires</li> <li>• When you, the employee, die</li> <li>• When you and your spouse divorce or when you and your domestic partner terminate the domestic partnership (life coverage only)</li> <li>• When your child reaches age 26, if not totally disabled</li> <li>• When the Northrop Grumman group insurance policy terminates (life insurance only); most states limit the amount that can be converted in this case</li> </ul> |
| <b>What amount can be converted?</b>                                                   | <ul style="list-style-type: none"> <li>• You and/or your eligible dependent(s) can choose an amount to convert equal to but not greater than the amount of the group life insurance benefits being terminated or reduced</li> <li>• When benefits end at retirement, you can convert up to the full amount of group life insurance benefits that ended on the date of retirement less any retiree life insurance for which you may be eligible</li> </ul>                                                                                                                 |
| <b>Must I choose conversion within a certain time frame?</b>                           | <ul style="list-style-type: none"> <li>• If you would like to convert to an individual policy, you (or your spouse/domestic partner or dependent) must choose conversion, in writing, within 31 days of the date coverage ends</li> <li>• When you convert, the insurance company will issue a new policy, which becomes effective on the 32<sup>nd</sup> day after the date coverage ends</li> </ul>                                                                                                                                                                     |
| <b>Is evidence of insurability (EOI) required?</b>                                     | <ul style="list-style-type: none"> <li>• No, EOI is not required</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>What happens if I die within the first 31 days after coverage ends?</b>             | <ul style="list-style-type: none"> <li>• Life insurance: If you die during the 31-day conversion period immediately after your coverage ended, your benefits are payable under the group life insurance policy</li> </ul>                                                                                                                                                                                                                                                                                                                                                 |

The following chart shows when the portability features apply, and the conditions and limitations surrounding your choice to port your terminating life insurance and AD&D insurance coverage.

| PORTABILITY                                                                             |                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>What coverage can be ported?</b>                                                     | <ul style="list-style-type: none"> <li>Your basic and optional life and basic and optional AD&amp;D coverage for yourself, your spouse/domestic partner and your dependent child(ren)</li> </ul>                                                                                                                                                                                             |
| <b>When can you port your coverage?</b>                                                 | <ul style="list-style-type: none"> <li>When your employment ends (voluntarily or involuntarily)</li> <li>When you retire and you do not have access to the same coverage through a retiree option</li> <li>When your job changes and, as a result, you are no longer eligible to participate in the plan</li> <li>When the Northrop Grumman group insurance policy terminates</li> </ul>     |
| <b>When can you NOT port your coverage?</b>                                             | <ul style="list-style-type: none"> <li>When you retire and you have access to the same coverage through a retiree option</li> </ul>                                                                                                                                                                                                                                                          |
| <b>How long will the portable coverage be in effect, and what reductions apply?</b>     | <ul style="list-style-type: none"> <li>Coverage reduces 50% on January 1 of the year that you reach age 70</li> <li>Coverage terminates on January 1 of the year you reach age 100</li> </ul>                                                                                                                                                                                                |
| <b>Can a spouse/domestic partner and dependent child(ren) port their coverage?</b>      | <ul style="list-style-type: none"> <li>Yes, your spouse/domestic partner and child(ren) coverage can be ported</li> </ul>                                                                                                                                                                                                                                                                    |
| <b>When can a spouse/domestic partner and dependent child(ren) port their coverage?</b> | <ul style="list-style-type: none"> <li>When your employment ends (voluntarily or involuntarily)</li> <li>When you, the employee, retires</li> <li>When your job changes and, as a result, you are no longer eligible to participate in the plan</li> <li>When you, the employee, die</li> <li>When you and your spouse divorce</li> </ul>                                                    |
| <b>How long will the ported dependent coverage remain in effect?</b>                    | <ul style="list-style-type: none"> <li>Ported spouse/domestic partner coverage continues until your spouse/domestic partner reaches age 70</li> <li>Ported child(ren) coverage continues until the child(ren) reaches the limiting age</li> </ul>                                                                                                                                            |
| <b>What amount can be ported?</b>                                                       | <ul style="list-style-type: none"> <li>The maximum amount of coverage that can be ported is the current amount of coverage, subject to state availability, up to \$2,000,000 for the employee</li> <li>Up to \$500,000 for the spouse/domestic partner</li> <li>Up to \$30,000 for dependent child(ren)</li> </ul>                                                                           |
| <b>What is the minimum portable benefit?</b>                                            | <ul style="list-style-type: none"> <li>The minimum amount of coverage that can be ported is:</li> <li>\$10,000 of group term life coverage for the employee</li> <li>\$2,500 for the spouse/domestic partner when you port your life insurance</li> <li>\$10,000 for the spouse/domestic partner if you do not port your life insurance</li> <li>\$1,000 for dependent child(ren)</li> </ul> |

## PORTABILITY

|                                                        |                                                                                                                                                                                                                     |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Can ported coverage be increased or decreased?</b>  | <ul style="list-style-type: none"><li>• Yes, coverage can be increased</li><li>• Coverage can be decreased; however, once coverage is decreased, you will be required to provide EOI to increase coverage</li></ul> |
| <b>Is evidence of insurability (EOI) required?</b>     | <ul style="list-style-type: none"><li>• No, EOI is not required</li></ul>                                                                                                                                           |
| <b>Can you choose to convert your ported coverage?</b> | <ul style="list-style-type: none"><li>• You may convert the ported amount; however, the ported coverage must terminate before a conversion policy will be issued</li></ul>                                          |

### Choosing Conversion or Portability

You must choose conversion or portability in writing within 31 days of the date coverage ends. Your new policy becomes effective the first day after the 31-day conversion period ends.

For more information, contact the NGBC at 800-894-4194.

# Short- and Long-Term Disability

A disabling sickness or injury can be financially devastating. Northrop Grumman's Short- and Long-Term Disability plans provide financial protection to help you and your family if you are unable to work due to sickness or injury.

Short-Term Disability (STD) benefits may replace part of your income if you are unable to work for an extended period of time because of a covered sickness or injury, up to 26 weeks.

Northrop Grumman also provides you with the protection of Long-Term Disability (LTD) insurance for yourself, with the option to purchase additional coverage at favorable group rates, to provide income replacement to you and your family should you become temporarily or permanently disabled.

SHORT- &  
LONG-TERM  
DISABILITY

# SHORT-TERM DISABILITY (STD)

## Overview

Your STD benefits are designed to provide you with income for up to 26 weeks if you are absent from work due to an eligible illness or injury. The plan administrator has engaged American Family Life Assurance Company of Columbus (AFLAC) to serve as the claims administrator for the plan. AFLAC does not insure the STD benefits provided under the plan. STD benefits are self-insured.

**Note:** If you are an Independence, MO represented employee, your coverage will be affected after a 120-day probationary period. Bacchus represented employees have a 365-day benefit waiting period before coverage is effective.

## For More Information

For important additional information about the benefits described in this section, be sure to review the [Eligibility and Participation](#) and [General Plan Administration](#) sections of this SPD.

## STD Coverage

If you are eligible for company-paid STD coverage, you are automatically enrolled. Northrop Grumman provides this coverage at no cost to you.

If you meet the plan's definition of disability, the STD plan will pay up to 100% of your base weekly earnings for the first six weeks of your disability, then 60% of your base weekly earnings for the next 20 weeks of your disability, up to a maximum benefit of \$4,000 per week, with the following exceptions:

|                                                                  | SBU's    | Sunnyvale Represented | Baltimore Salaried Represented** | Baltimore Hourly Represented | Bacchus Represented |
|------------------------------------------------------------------|----------|-----------------------|----------------------------------|------------------------------|---------------------|
| First weekly benefit (percentage of your base weekly earnings)*  | 60%      | 70%                   | 100%                             | 70%                          | 80%                 |
| Duration                                                         | 26 weeks | 6 weeks               | 6 weeks                          | 6 weeks                      | 26 weeks            |
| Second weekly benefit (percentage of your base weekly earnings)* | N/A      | 50%                   | 60%                              | 60%                          | N/A                 |
| Duration                                                         | N/A      | 20 weeks              | 20 weeks                         | 20 weeks                     | N/A                 |
| Maximum weekly benefit                                           | \$2,000  | \$4,000               | \$4,000                          | \$4,000                      | N/A                 |

\*The STD benefit will be reduced to 10% base weekly earnings to a maximum benefit of \$4,000 per week if you elect to retire while receiving benefits.

\*\*If STD is approved, you may be eligible for salary continuance.

For disabilities due to sickness or pregnancy, there may be an elimination period, or waiting period, before you are eligible for benefits. If applicable, the elimination period counts against the 26 weeks of disability. This means that if an elimination period applies, you will not receive benefits under the STD plan for your first week of your disability, and then you will be entitled to 100% of your base weekly

earnings for up to five weeks, and then 60% of your base weekly earnings for the next 20 weeks of your disability, up to a maximum benefit of \$4,000 per week. However, you may use Paid Time Off (PTO) to be paid during the elimination period. If you are an ABL (Local 261c) represented employee and you use PTO during the elimination period, your PTO will be reimbursed once a year if your STD is approved.

**Please note:** Your payment may be reduced by deductible sources of income and in some cases by the income you earn while disabled. Some disabilities may not be covered under this plan (see **How STD Benefits Integrate With Other Deductible Sources of Income** for details).

## When Your Coverage Begins

You will automatically be covered at 12:01 a.m. on your date of hire. If you are an Independence, MO represented employee, your coverage begins after you complete your 120-day probationary period. Bacchus represented employees have a 365-day waiting period before coverage is effective.

If you are absent from work due to injury or sickness on the date your coverage would first begin, your coverage will begin on the date you return to active employment. If you are temporarily not working once your coverage begins, your coverage will continue in accordance with Northrop Grumman's leave of absence policy if your business unit approved your leave in writing.

## When Your Coverage Ends

Your STD coverage under the plan ends on the earliest of:

- The date the plan is terminated by Northrop Grumman;
- The date the business unit that employs you ceases to offer STD benefits to employees through the plan;
- The date the plan is amended to eliminate STD benefits;
- The date you are no longer in an eligible group;
- The date your eligible group is no longer covered; or
- The last day you are in active employment.

## When You Are Eligible to Receive STD Benefit Payments

- You must meet the plan's definition of disability (see **How Disability Is Defined** for details)
- You must be continuously disabled through your elimination period in order to be eligible for benefits. The elimination period is:
  - 0 days for a disability due to an injury\*
  - 7 days for a disability due to a sickness or pregnancy\*

**Note:** Baltimore, Sunnyvale and Bacchus represented employees have a 0-day elimination period for a disability due to hospitalization or receipt of care at an outpatient surgical facility.

Baltimore represented employees hired or transferred after January 1, 2016 and Baltimore Hourly represented employees hospitalized or receiving care at an outpatient facility due to sickness must satisfy the 7-day elimination period for disability due to sickness.

*\*Bacchus represented employees have a 2-day elimination period for disabilities due to injury, sickness or pregnancy. The AS SBU employees have a 7-day elimination period for disabilities due to injury, sickness or pregnancy.*

- If you meet the definition of disability as defined below under **How Disability Is Defined**, you may satisfy your elimination period while you are working a reduced schedule or part time as long as your disability results in a loss of income equaling 20% or more of your weekly earnings. A new elimination period will be applied to each disability (see **If You Return to Work and Become**

## Questions?

If you have questions not answered in this SPD, contact the NGBC.

### Hours:

8:30 a.m. to midnight ET,  
Monday – Friday  
(except most New York Stock  
Exchange holidays)

### Phone:

**U.S.:** 800-894-4194

**International:** Dial the AT&T  
out-of-country access number, then  
800-894-4194

**TTY:** 888-343-0860

**Disabled Again** for details). You must be under the regular care of a licensed physician and receiving the most appropriate treatment for your condition\*.

- You must be under the regular care of a licensed physician and receiving the most appropriate treatment for your condition.
- Your disability must not have been caused by any of the exclusions that apply (see **Exclusions: Disabilities Not Covered Under the STD Plan** for details).

You will begin to receive weekly payments when your claim is approved, provided the elimination period has been met. After the elimination period, if you are disabled for less than one week, you will receive 1/7<sup>th</sup> of your weekly payment for each day of disability.

*\*Does not apply to AS SBU employees or Baltimore and Sunnyvale represented employees.*

## How Disability Is Defined

You are disabled when the claims administrator determines that due to your sickness, injury or pregnancy-related condition:

- You are limited from performing the material and substantial duties of your regular occupation; and
- You have a 20% or more loss in weekly earnings due to that same sickness or injury.

**Note:** For AS SBUs and Baltimore and Sunnyvale represented employees, disability is determined by the following:

- You are unable to perform the material and substantial duties of your regular occupation; and
- You are not working in any occupation.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

The claims administrator may require you to be examined by a physician, other medical practitioner and/or vocational expert chosen by the claims administrator. This examination will be at no cost to you and can be required as often as it is reasonable to do so. The claims administrator may also require a personal interview with you.

## Birth Parent STD Benefits

If you have a vaginal delivery, you will be considered disabled for a minimum period of six weeks beginning on the date of the birth, unless you are released to return to work prior to the end of six weeks. If you have a Cesarean section, you will be considered disabled for a minimum period of eight weeks beginning on the date of your Cesarean section, unless you are released to return to work prior to the end of the eight weeks. A 7-day\* elimination period applies to childbirth, and this 7-day elimination period counts against the six-week (in the case of a vaginal delivery) or eight-week (in the case of a Cesarean section) period during which the plan will consider you to be disabled. Benefits may be continued beyond this initial six or eight-week period if medical complications exist that continue to meet the Plan's definition of disability.

If you are pregnant and cease working before delivery, STD benefits will be payable if the claims administrator determines that your pre-delivery absence from work is medically appropriate. In this instance, the disability would be considered a disability due to sickness and is therefore subject to a 7-day\* elimination period during which no STD benefits will be paid. Refer to the **Qualified Life Events** section for information regarding how STD coverage is impacted by other qualified life events and special situations.

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*\*Bacchus represented employees have a 2-day elimination period. There is no elimination period for hospitalization due to childbirth for Bacchus, Baltimore and Sunnyvale represented employees.*

## **Definition of Base Weekly Earnings**

Your base weekly earnings is your gross weekly income just prior to your disability as defined in the plan. Your base weekly earnings may be derived from the base earnings amount column on your pay check.

If you become disabled while you are on an approved leave of absence, and your STD coverage is in effect at that time, your base weekly earnings for the purposes of this plan will be your base weekly earnings in effect just prior to the date your absence began.

## **Minimum Benefit\***

If you are eligible to receive STD payments, the minimum weekly benefit after any deductible sources of income is \$25.

*\*Does not apply to Independence MO, Baltimore and Sunnyvale represented employees.*

## How and When to Claim STD Benefits

When you experience absences related to a sickness, injury or pregnancy — whether it is work-related or not — always follow your business unit's procedures for reporting time away from work. You must also notify the claims administrator of your claim as soon as possible, so that a claim decision can be made in a timely manner.

Notify your manager or supervisor of your absence from work. If you are injured at work, notify your manager or supervisor immediately, unless it is an emergency.

**To file a claim**, call AFLAC at 800-244-8017 and provide your claim information to AFLAC's customer care advocate or visit **mygrouplifedisability.aflac.com** and complete the registration process. As part of the disability process, you'll need to authorize AFLAC to obtain the necessary medical information from your attending physician on your behalf. You have a few ways to complete the authorization including:

- Signing the Authorization Form in AFLAC's portal through the website at **mygrouplifedisability.aflac.com**
- Printing, signing, dating and:
  - Uploading to AFLAC's portal
  - Emailing to AFLAC at **myPLADSleave@aflac.com**
  - Faxing to AFLAC at 800-206-9472

The claims administrator will notify you if they are unable to obtain your medical information. You must assist in obtaining this information. It is your responsibility to substantiate your disability.

**Note:** You must report a claim to the claims administrator within 30 days after the date your disability begins, unless you lack legal capacity to submit notice of a claim by that date. In addition, you must send the claims administrator written proof of your claim no later than 90 days after your elimination period ends. If it is not possible to give proof within 90 days, it must be provided no later than one year after the time proof is otherwise required, except in the absence of legal capacity. If you do not provide written notice of a claim and written proof of a claim by the required dates, STD benefits will not be paid for that disability.

### Your proof of claim must show:

- That you are under the regular care of a physician
- The appropriate documentation of your base earnings
- The date your disability began
- The cause of your disability
- The extent of your disability, including restrictions and limitations preventing you from performing your regular occupation
- The name and address of any hospital, institution, or other establishment where you received treatment, including all attending physicians' names and addresses

You must pay any costs incurred to obtain and submit the information that is required by the claims administrator.

### Proof of Continuing Disability

The claims administrator may request that you send proof of continuing disability indicating that you are under the regular care of a physician. This proof, which must be provided at your expense, must be received within 45 days of a request.

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In some cases, you will be required to give authorization for the plan to obtain additional medical information, and to provide non-medical information as part of your proof of claim, or proof of continuing disability. If the appropriate information is not submitted, your claim may be denied or terminated.

Federal and State tax withholdings are mandatory under this plan. The claims administrator will deduct the taxes at the maximum applicable Federal tax rate and State tax, according to where you live. You may change your withholding by providing a completed W-4 form to the claims administrator to apply your applicable Federal and State tax withholdings. This form will be provided to you with your initial claim packet.

## How Your STD Payments Are Determined

Benefits will be calculated at 100%\* of your weekly base pay for the first 6 weeks\* of disability. After 6 weeks\* any benefits payable for weeks 7\* through 26\* will be calculated by taking your base weekly earnings multiplied by 60%.\* At no point will disability benefits be paid for an amount greater than the plan's maximum weekly benefit of \$4,000.\* Your gross disability benefit will be reduced any deductible sources of income (see **How STD Benefits Integrate With Other Deductible Sources of Income** for details).

You will receive 1/7<sup>th</sup> of your weekly STD benefit (calculated above) for each day during the week that you qualify for disability benefits. For this purpose, the week is considered to begin on a Monday and end on the following Sunday. Please note that when you are entitled to 100% of your base weekly earnings, the amount you receive may be slightly more or slightly less than what you would have received if you had continued to receive a paycheck from Northrop Grumman. Likewise, when you are entitled to 60% of your base weekly earnings, the amount you receive may be slightly more or slightly less than 60% of what you would have received if you had continued to receive a paycheck from Northrop Grumman. This is because you are entitled to 1/7<sup>th</sup> of your STD benefit for each day in the week in which you qualify for benefits, based on a Monday through Sunday week. However, depending on your sector, the normal Northrop Grumman paycheck you receive might be based on a 5-day work week, and payroll might not be processed on a Monday through Sunday weekly basis. Thus, depending on the day of the week in which you begin your entitlement to disability benefits and the day of the week when benefits cease, the actual amount you receive under this Plan may be slightly more or slightly less than the applicable percentage (100% or 60%) of what you would have received if you had continued to receive a paycheck.

*\*Please refer to the benefit percentages, duration of benefits and maximum weekly benefit amounts for your business unit or collective bargaining agreement (see **STD Coverage**).*

## If You Are Working While Disabled\*

The claims administrator will send you your full weekly disability benefit payment if you are disabled and your weekly disability earnings, if any, are 20% or less of your weekly earnings.

*\*Does not apply to AS SBU represented employees or Baltimore and Sunnyvale represented employees.*

If you are disabled and your weekly disability earnings are from 20% through 80% of your weekly earnings (with the reduction being due to the same sickness or injury), your payment will be calculated as follows:

- While working, your weekly payment will not be reduced as long as your disability earnings plus your gross disability payment does not exceed 100% of your weekly earnings
  1. Add your weekly disability earnings to your disability payment
  2. Compare the answer in item 1 to your weekly earnings
- If the answer from item 1 is less than or equal to 100% of your weekly earnings, the claims

administrator will not further reduce your weekly payment

- If the answer from item 1 is more than 100% of your weekly earnings, the claims administrator will subtract the amount over 100% from your weekly payment

### Consider the following example:

John began to qualify for STD benefits due to an injury (and thus not subject to an elimination period) on Wednesday, Jan. 3, 2024. He ceased to be considered disabled and returned to work on Thursday, March 14, 2024. His base weekly earnings were \$700 and he had no deductible sources of income. He would be paid 100% of his base weekly earnings for the first 6 weeks of his disability (in this case, through Tuesday, Feb. 13, 2024), and then 60% of his base weekly earnings until he returned to work on March 14, 2024. John's payments would be calculated as follows:

| WEEK                                           | PAYMENT                                                                           |
|------------------------------------------------|-----------------------------------------------------------------------------------|
| Wednesday, Jan. 3 – Sunday, Jan. 7 (5 days)    | \$500 (5/7 <sup>ths</sup> of 100% of \$700)                                       |
| Monday, Jan. 8 — Sunday, Jan. 14 (7 days)      | \$700 (100% of \$700)                                                             |
| Monday, Jan. 15 — Sunday, Jan. 21 (7 days)     | \$700 (same)                                                                      |
| Monday, Jan. 22 — Sunday, Jan. 28 (7 days)     | \$700 (same)                                                                      |
| Monday, Jan. 29 — Sunday, Feb. 4 (7 days)      | \$700 (same)                                                                      |
| Monday, Feb. 5 — Sunday, Feb. 11 (7 days)      | \$700 (same)                                                                      |
| Monday, Feb. 12 — Sunday, Feb. 18 (7 days)     | \$500 (2/7 <sup>ths</sup> of 100% of \$700 + 5/7 <sup>ths</sup> of 60% of \$700)* |
| Monday, Feb. 19 — Sunday, Feb. 25 (7 days)     | \$420 (60% of \$700)                                                              |
| Monday, Feb. 26 — Sunday, March 3 (7 days)     | \$420 (same)                                                                      |
| Monday March 4 — Sunday, March 10 (7 days)     | \$420 (same)                                                                      |
| Monday March 11 — Wednesday, March 13 (3 days) | \$180 (3/7 <sup>ths</sup> of 60% of \$700)                                        |

*\*John's 6<sup>th</sup> week of disability would end on Tuesday, Feb. 16. Thus, he was entitled to 100% of his base weekly earnings for 2/7<sup>ths</sup> of that week, and 60% of his base weekly earnings for the remainder (5/7<sup>ths</sup>) of the week.*

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You are required to send proof of your disability earnings each week. Your weekly payment will be adjusted based on your disability earnings. As part of your proof of disability earnings, you are required to send appropriate financial records necessary to substantiate your income.

## If Your Claim Is Overpaid

The plan has the right to recover any overpayments due to:

- Fraud
- Any error made in processing a claim
- Any advance payments made to you by the plan while the claims administrator is collecting medical

evidence, if sufficient medical evidence supporting a disability determination is not timely provided

- Your receipt of deductible sources of income (see **How STD Benefits Integrate With Other Deductible Sources of Income** for details)

You must repay the plan for any overpayment in your claim. Alternatively, the claims administrator may reduce or eliminate future payments instead of requiring repayment or the plan administrator may collect the overpayment for the plan by deducting it from any payments due to you from Northrop Grumman, including any pay or other earnings, without your authorization.

The Plan will not recover more money than the amount that was paid to you.

## How STD Benefits Integrate With Other Deductible Sources of Income\*

The STD benefit payments you receive are offset dollar for dollar by other sources of income you receive (or are entitled to receive) while on disability.

Any payments you receive (or are entitled to receive) under the following sources of income will be subtracted from your gross STD benefit payments:

- Disability or Retirement Benefits under the United States Social Security Act, the Canadian pension plans, or any other government plan including foreign government plans, for which you are eligible because of your Total Disability
- Workers' compensation, occupational disease, or similar insurance benefit payments that you receive or are eligible to receive
- State disability
- Government pension – Pension in the event it is drawn in place of Social Security
- Northrop Grumman pension – Pension payments received due to participant's retirement, including payments from any plan that is sponsored by Northrop Grumman. Whether pension payments are subject to offset under this clause shall be determined by the claims administrator. Payments received by the participant on behalf of a spouse's retirement will not be deducted.
- Northrop Grumman or business unit accumulated sick leave plan
- Payments received under the Defense Base Act (DBA)
- Payments received under Title 26, United States Code Section 688 (The Jones Act)
- Payments classified by Northrop Grumman as "sick pay" payments, including, but not limited to, payments required to be paid pursuant to a state law

**Note:** For Baltimore represented employees, benefits will be deducted from the End of Year Vacation Lump Sum Payout.

If the claims administrator determines that you may qualify for benefits under Social Security, state disability or workers' compensation, the claims administrator will estimate your entitlement to these benefits. The claims administrator can reduce your payment by the estimated amounts if such benefits:

- Have not been awarded; and
- Have not been denied; or
- Have been denied and the denial is being appealed.

Your STD benefit payment will not be reduced by the estimated amount if you:

- Apply for the disability payments under primary Social Security, state disability or workers' compensation and appeal your denial to all administrative levels the claims administrator feels are necessary; and
- Sign the payment option form. This form states that you promise to pay the plan any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when the claims administrator receives proof:

- Of the amount awarded; or
- That benefits have been denied and all appeals the claims administrator feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be paid to you.

If you receive your Northrop Grumman pension in a lump sum, the lump sum payment will be converted to a life only equivalent by the pension administrator, and that amount will be used by the claims administrator to determine the amount that will be deducted from your STD payments.

If you receive a lump sum payment from any other deductible sources of income, the lump sum will be prorated on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be prorated on a weekly basis to the end of the maximum period of payment.

If subtracting deductible sources of income results in a zero benefit, you will receive the minimum weekly benefit of \$25. The claims administrator may apply this amount towards an outstanding overpayment, which may result in no payment.\*\*

*\*\*Does not apply to Independence MO, Baltimore and Sunnyvale represented employees.*

Income from the following sources will **not** be subtracted from your STD benefit payments:

- 401(k) plans
- Profit sharing plans
- Thrift plans
- Tax sheltered annuities
- Stock ownership plans
- Non-qualified plans or deferred compensation
- Pension plans for partners
- Military pension and disability income plans
- Credit disability insurance
- Franchise disability income plans
- A retirement plan from another employer except a retirement plan from another employer for which Northrop Grumman (including any division, subsidiary or affiliated company) assumed financial liability or which was merged into a Northrop Grumman (including any division, subsidiary or affiliated company) retirement plan. AFLAC may obtain additional information from Northrop Grumman to determine whether a retirement plan is a Northrop Grumman retirement plan.
- Individual retirement accounts (IRA)
- Individual disability income plans
- The amount received from any mandatory portion of a "no-fault" motor vehicle plan

- Severance benefit payments
- Vacation/PTO payments

\* Please note that, if you are a union employee, how your STD benefits integrate with other sources of income will be subject to the terms of your collective bargaining agreement.

## Returning to Work

You must notify AFLAC of your intent to return to work in any capacity by entering your return to work date in the AFLAC portal ([mygrouplifedisability.aflac.com](https://mygrouplifedisability.aflac.com)) or by calling 800-244-8014. In addition, you must follow your Sector procedures for return to work.

## If You Return to Work and Become Disabled Again

If you experience a second disability within 30\* consecutive days or less of your return to any occupation on a full-time basis, and the disability is related to or due to the same cause(s) as your prior disability for which STD benefits were paid, you will not have to complete another elimination period. Payments will resume up to the 26-week maximum.

If your second disability is unrelated to your prior disability for which STD benefits were paid, and it occurs less than one full day after your return to any occupation on a full-time basis, the claims administrator will treat your current disability as part of your prior claim, payments will resume up to the 26-week maximum, and you will not have to complete another elimination period.

Your disability, as outlined above, will be subject to the same terms of the plan as your prior claim.

If your second disability does not fall within the parameters described above, it will be treated as a new claim and will be subject to all of the plan provisions.

If you become entitled to payments under any other group short-term disability plan, you will not be eligible for payments under this Plan.

*\*14 consecutive days for Baltimore and Sunnyvale represented employees.*

## When Your STD Payments End

STD benefits will be paid on a weekly basis, up to 26 weeks (the maximum period of payment including any elimination period). However, your STD benefit payments will end sooner when the first of these events occurs:

- The date you are no longer employed;
- When you are able to work in your regular occupation on a part-time basis or with an accommodation but you choose not to\*;
- The date you are no longer disabled under the terms of the plan;
- The date you fail to submit proof of continuing disability, including refusal of an independent medical examination requested by the claims administrator;
- The date your disability earnings exceed the amounts allowable under the plan; or
- The date you die.

*\*Does not apply to AS SBU, Baltimore and Sunnyvale represented employees.*

## **Exclusions: Disabilities Not Covered Under the STD Plan**

The plan does not cover any disabilities caused by, contributed by, or resulting from your:

- Commission of a crime for which you have been convicted under state or federal law,
- Active participation in a riot,
- Intentionally self-inflicted injuries, while sane or insane, or
- Loss of a professional license, occupational license or certification.

The plan will not pay a benefit for any period of disability during which you are incarcerated.

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# LONG-TERM DISABILITY (LTD)

## Overview

Your long-term disability (LTD) benefits are designed to provide you with income if you are absent from work for six consecutive months or longer due to an eligible illness or injury.

Northrop Grumman provides two kinds of LTD insurance — basic and optional. The insurance company for LTD coverage is AFLAC. AFLAC, not Northrop Grumman, is responsible for the payment of all benefits covered under the LTD insurance contract and has the sole authority, discretion and responsibility to interpret the terms of the LTD contract.

### For More Information

For important additional information about the benefits described in this section, be sure to review the [Eligibility and Participation](#) and [General Plan Administration](#) sections of this SPD.

**Note:** The basic and optional LTD coverage described in this section is not available to you if you are eligible for other LTD coverage provided by Northrop Grumman such as the Bacchus Union Disability Wage Plan benefit.

The LTD plan does not pay benefits for a disability that is the result of an illness or injury that you had within three months of joining the plan (unless the disability begins after 12 months of continuous coverage). For details about this and other exclusions, see **Exclusions: Disabilities Not Covered Under the LTD Plan**.

## Basic LTD Coverage

If you are eligible for company-paid basic LTD coverage, you are automatically enrolled in the basic LTD plan on your date of hire. If you are an Independence, MO represented employee, your LTD coverage begins after you complete your 120-day probationary period. Northrop Grumman provides this coverage at no cost to you.

The basic LTD plan pays 50% of your monthly base earnings at the time of your disability, minus any other disability benefit income you might receive, up to a maximum benefit of \$15,000 per month. See **How LTD Benefits Integrate With Other Sources of Income** for details.

## Optional LTD Coverage

If you are eligible for company-paid basic LTD coverage, it will replace 50% of your monthly base earnings, if you cannot work due to a disability and you qualify for LTD benefits. If you think you might need more, you have the opportunity to increase your LTD benefit by purchasing optional coverage. You may purchase:

- An additional 10%, for total LTD coverage (basic and optional) equal to 60% of your monthly base earnings\*
- No optional LTD coverage

*\*Minus any other disability benefit income you might receive, up to a benefit maximum of \$15,000 per month (see **How LTD Benefits Integrate With Other Sources of Income** for details).*

You pay the full cost of any optional LTD coverage you choose with after-tax dollars. As a result, if you become disabled, your optional LTD benefit payments are not subject to income taxes. Because the benefits attributable to your optional LTD coverage would be non-taxable to you, your actual take-home pay would be greater than if you were paid 60% of your base pay as taxable wages.

Your cost for optional LTD coverage is based on your monthly base earnings and will increase or decrease as your base earnings change.

## SELECTING OR CHANGING OPTIONAL LTD COVERAGE

You can select or change your optional LTD coverage at the following times:

- Within 31 days of when you first become eligible (usually your date of hire)
- During annual enrollment
- At any other time outside of annual enrollment (for example, as a result of a qualified life event)

To select or change optional LTD coverage at any time other than when you are first hired or during annual enrollment, call the NGBC at 800-894-4194.

## When You Are Eligible to Receive LTD Benefit Payments

- You must meet the plan's definition of disability (see **How Disability Is Defined**)
- You must be continuously disabled for the elimination period, which is the later of six months or the expiration of any Northrop Grumman-sponsored STD plan benefits. Your disability will be treated as continuous if your disability stops for 30 days or less during the elimination period. That means that you do not have to complete another elimination period. The days that you are not disabled will not count toward your elimination period.
- You must be under the regular care of a licensed physician and receiving the most appropriate treatment for your condition
- Your disability is not caused by any of the exclusions that apply (see **Exclusions: Disabilities Not Covered Under the LTD Plan** for details)

During your disability period, you must provide proof of your continuous disability when the insurance company requests it. Otherwise, your benefit payments end.

Before you become eligible for LTD, you may be eligible for benefits under the policies that apply to your Northrop Grumman business unit. These benefits may include paid absence, extended paid absence, and STD insurance benefits. And, if you live in California, Hawaii, New Jersey, New York, Rhode Island, or Puerto Rico, you may be eligible for mandatory state disability insurance (SDI). For more information about these disability benefits, contact AFLAC.

## How Disability Is Defined

During the first 24 months of your disability, AFLAC considers you disabled if:

- You are unable to perform the material and substantial duties of your regular occupation due solely to your sickness or injury;
- You are under the regular care of a physician; and
- You have a 20% or more loss in your indexed monthly base earnings due to that sickness or injury.

After 24 months benefits have been payable, you are considered disabled when AFLAC determines that due to the same sickness or injury:

- You are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience; You are under the regular care of a physician; and
- You have a 40% or more loss in your indexed monthly earnings due to the same sickness or injury.

AFLAC considers your regular occupation as it is normally performed on a national economy basis, not how it is performed for Northrop Grumman or at a specific location. AFLAC will assess your ability to work and the extent to which you are able to work by considering the facts and opinions from your physicians, and physicians and medical practitioners or vocational experts of AFLAC's choice.

## Definition of Base Earnings

Your cost for optional LTD coverage is based on your monthly base earnings, as defined by your business unit. The amount of your LTD benefit is based on your monthly base earnings on your last day of work. Contact AFLAC for details.

For the purpose of determining your LTD benefit payments, the plan uses your monthly base earnings. Your benefit payment from the plan will not be adjusted for cost of living increases, inflation, or any other similar adjustment factor.

## Minimum Benefit

If you qualify for LTD benefits, the minimum monthly benefit is the greater of:

- \$100
- 10% of your gross disability payment

If necessary, AFLAC may apply this amount toward an outstanding overpayment.

## How and When to Claim LTD Benefits

When you experience an illness or injury — whether it is work-related or not — always follow your business unit's procedures for reporting illnesses and injuries. Also, you should notify AFLAC of a claim for LTD benefits as soon as possible to ensure that a claim decision can be made in a timely manner. Contact AFLAC within 90 days after the start of your disability.

To ensure that your claim is processed in a timely and confidential manner, call AFLAC at 800-244-8017, and a customer care advocate will start the claim process for you. You will be asked to sign an authorization form, allowing AFLAC to obtain the appropriate medical information from your doctor. If AFLAC is unable to obtain your medical information, you will receive a letter and the appropriate forms, which you should complete and return by the date provided.

You must notify AFLAC immediately if you return to work in any capacity.

## How LTD Benefits Integrate With Other Sources of Income

The benefit payments you receive under the basic and optional LTD plans are offset dollar-for-dollar by other disability income benefits that you, your spouse and children receive — or are entitled to receive — for the same disability.

For example, let's assume your LTD coverage is 50% of your monthly base earnings, which is \$3,000. Your monthly LTD benefit payment is \$1,500 (50% x \$3,000). If you and your family members are

eligible for a monthly Social Security benefit of \$500 based on your disability, your adjusted monthly LTD benefit payment will be \$1,000 (\$1,500 - \$500).

These types of benefit payments may be subtracted from your LTD benefit payments:

- Workers' compensation, occupational disease, or similar insurance benefit payments that you receive or are eligible to receive.
- Benefit payments under a state compulsory benefit act or law or another group insurance plan.
- Benefit payments under a government retirement system as a result of your job with Northrop Grumman.
- Retirement benefit payments you voluntarily elect to receive under your Northrop Grumman retirement plan or receive when you reach the later of age 62 or the normal retirement age, as defined under your Northrop Grumman retirement plan:
  - Northrop Grumman's retirement plans include any retirement plan for which Northrop Grumman (including any division, subsidiary or affiliated company) assumed financial liability or which was merged into a Northrop Grumman retirement plan. AFLAC may obtain additional information from Northrop Grumman to determine whether a retirement plan is a Northrop Grumman retirement plan.
  - Disability benefit payments from a retirement plan that reduce the retirement benefit under the retirement plan will be considered a retirement benefit for purposes of this provision and such payment amounts will be subtracted from your LTD benefit payments.
  - Retirement benefit payments attributable to your contributions to the retirement plan are not subtracted from your LTD benefit payments. Regardless of how you receive retirement benefit distributions, for purposes of determining the portion of any retirement benefit payment that is attributable to your contributions, AFLAC will consider your and Northrop Grumman's contributions to be distributed simultaneously throughout your lifetime.
  - Amounts received include amounts rolled over or transferred to any eligible retirement plan. AFLAC will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code, including any future amendments which affect the definition.
- Disability benefit payments you receive under your Northrop Grumman retirement plan, if applicable. Disability benefit payments include payments under your retirement plan that are paid due to disability and do not reduce the retirement benefit that would have been paid without a disability.
- The amount that you, your spouse and your children receive or are entitled to receive as disability payments because of your disability under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act:
  - The amount that you receive as retirement payments or the amount your spouse and children receive as retirement payments because you are receiving retirement payments under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act. However, if you were age 65 or older when you became disabled and you were already receiving Social Security retirement payments, the offset does not apply to this income.

Your LTD benefit is not offset by any Social Security disability or retirement payments that your spouse and/or children receive based on their own disabilities or under their own retirement plans.

- The amount that you receive under Title 46, United States Code Section 688 (the Jones Act)
- The amount that you receive under a salary continuation or accumulated sick leave plan

Your benefit will be reduced only by income that is payable as a result of the same disability, with the exception of retirement payments.

Income from the following sources will **not** be subtracted from your LTD benefit payments:

- 401(k) plans
- Profit sharing plans
- Thrift plans
- Tax-sheltered annuities
- Stock ownership plans
- Non-qualified plans of deferred compensation
- Pension plans for partners
- Military pension and disability income plans
- Credit disability insurance
- Franchise disability income plans
- A retirement plan from another employer except a retirement plan from another employer for which Northrop Grumman (including any division, subsidiary or affiliated company) assumed financial liability or which was merged into a Northrop Grumman (including any division, subsidiary or affiliated company) retirement plan. AFLAC may obtain additional information from Northrop Grumman to determine whether a retirement plan is a Northrop Grumman retirement plan.
- Individual retirement accounts (IRA)
- Severance benefit payments
- Individual disability income plans
- The amount received from any mandatory portion of a “no-fault” motor vehicle plan

## Social Security Disability Benefits

The LTD plan coordinates its payments with the income you receive (or are eligible to receive) from Social Security, as described in the **How LTD Benefits Integrate With Other Sources of Income** section. AFLAC can provide assistance with your Social Security application process or any appeal.

Social Security benefit payments can begin after you are disabled for five consecutive calendar months if your disability is permanent or expected to last at least 12 consecutive months. Benefit payments continue during your disability, up to your normal retirement date. Your normal retirement date under Social Security depends on your year of birth, as shown in the following chart.

| SOCIAL SECURITY NORMAL RETIREMENT DATE |                                             |
|----------------------------------------|---------------------------------------------|
| Your Year of Birth                     | Your Social Security Normal Retirement Date |
| Before 1938                            | 65                                          |
| 1938                                   | 65 and 2 months                             |
| 1939                                   | 65 and 4 months                             |
| 1940                                   | 65 and 6 months                             |
| 1941                                   | 65 and 8 months                             |
| 1942                                   | 65 and 10 months                            |
| 1943-1954                              | 66                                          |
| 1955                                   | 66 and 2 months                             |
| 1956                                   | 66 and 4 months                             |
| 1957                                   | 66 and 6 months                             |
| 1958                                   | 66 and 8 months                             |
| 1959                                   | 66 and 10 months                            |
| After 1959                             | 67                                          |

It is your responsibility to apply for Social Security disability benefits.

## Rehabilitation: Transitioning Back to Work

The Northrop Grumman long-term disability program includes rehabilitation to ease your transition back to work. You can continue to receive LTD benefit payments while you work in a job that is tailored to fit your abilities and the limitations created by your disability.

Rehabilitation work may be in your previous position, a different position at Northrop Grumman or, if necessary, a position with another employer. Northrop Grumman also considers your requests for reasonable accommodations and evaluates each request on a case-by-case basis.

If you are eligible for the vocational rehabilitation program, the claims administrator may assign a rehabilitation counselor to you. Your counselor will try to arrange a suitable job that you are able and qualified to perform. This may involve customizing a position and work setting to fit your individual needs. If your disability is work-related, your rehabilitation counselor coordinates his or her efforts with your workers' compensation rehabilitation counselor. While you participate in the vocational rehabilitation program, you may receive an additional benefit of 10% of your gross disability benefit to a maximum of \$5,000. Please contact AFLAC, the claims administrator, for more information about this additional benefit.

Your disability benefit payments will not be offset by any return-to-work earnings you receive for the first 12 months of an attempted return to work, unless your gross benefit combined with your return-to-work earnings exceeds 100% of your indexed pre-disability base earnings.

After benefits have been payable for 12 months, while working, the amount of your monthly benefit will change and a portion of your disability earnings will be considered a deductible source of income. Fifty percent of your disability earnings will be added to your other deductible sources of income, if any. The sum will be deducted from your gross disability benefit. This amount will be your monthly benefit. For more information about indexed pay, see **Definition of Base Earnings**.

## If You Return to Work and Become Disabled Again

If you experience a second disability within six months of your return to full-time work, and it is caused by the same medical condition as the first, then the two are considered a single disability and you do not have to complete a new elimination period.

If the second disability occurs after six months of returning to work, or is caused by a different condition, it is considered a separate disability. In this case, you must complete a new elimination period before you are eligible to reapply for LTD benefit payments.

For example, assume in January 2021 you experience an illness or injury, and the insurance company approves your LTD benefit payment. On August 1, 2021, you return to work after seven months of disability. At that point, you received one month of LTD benefit payments after completing the elimination period.

- If this illness or injury disables you again **within** six months after you return to work (or by the end of January 2021), the insurance company considers this the same condition as the first. You do not have to complete a new elimination period, your LTD benefit payments, if approved, can begin immediately.
- However, if this illness or injury disables you again **after** six months after you return to work (on or after February 1, 2021), this is considered a separate disability. In this case, you must complete a new elimination period before you are eligible to reapply for LTD benefit payments.
- If an entirely different illness or injury disables you again at any time after you return to work, this is considered a separate disability. In this case, you must complete a new elimination period before you are eligible to reapply for LTD benefit payments.

## Disabilities Based on Self-Reported Symptoms or Mental Illness

You may be eligible for LTD benefit payments for up to 24 months per lifetime for a disability based on self-reported symptoms or a disability due to a mental, nervous, or emotional disease or disorder.

If at the end of 24 months you are hospitalized or institutionalized due to your mental, nervous, or emotional disease or disorder, then your LTD benefits may continue until the first of the following occurs:

- You are released from the hospital or institution. If you are still disabled when you are discharged, you will continue to receive payments for a recovery period of 90 days.
  - If you are reconfined at any time during the 90-day recovery period and remain confined for at least 14 consecutive days, you will receive payments during that additional confinement and for one additional recovery period of up to 90 days
  - If you continue to be disabled and are reconfined after the 90-day recovery period for at least 14 consecutive days, you will receive payments during the length of the reconfinement
- Your benefit payments otherwise would end, as described in **When Your LTD Benefit Payments End**.

Self-reported symptoms refer to manifestations of your condition that are not verifiable using tests, procedures, or clinical examinations standard in the medical practice. Examples include, but are not limited to, headaches, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.

Under the LTD plan, mental illness is defined as a psychiatric or psychological condition regardless of cause, such as schizophrenia, depression, manic-depressive or bipolar illness, anxiety, personality disorders and/or adjustment disorders, and other conditions. These conditions are usually treated by a mental health provider or other qualified provider.

## When Your LTD Benefit Payments End

If your disability begins before age 60, your LTD benefit payments will end at age 65. If your disability begins at age 60 or older, your LTD benefit payments will end as shown here:

| IF YOUR DISABILITY BEGINS AT AGE: | YOUR PAYMENTS MAY CONTINUE WHILE YOU ARE DISABLED FOR: |
|-----------------------------------|--------------------------------------------------------|
| 60                                | 60 months                                              |
| 61                                | 48 months                                              |
| 62                                | 42 months                                              |
| 63                                | 36 months                                              |
| 64                                | 30 months                                              |
| 65                                | 24 months                                              |
| 66                                | 21 months                                              |
| 67                                | 18 months                                              |
| 68                                | 15 months                                              |
| 69 or older                       | 12 months                                              |

However, your LTD benefit payments will end sooner when the first of these events occurs (see the exception for pilots below):

- During the first 24 months of payments, when you are able to work in your regular occupation on a part-time basis but you choose not to (see **How Disability Is Defined**)
- After the first 24 months of payments, when you are able to work in any gainful occupation on a part-time basis but you choose not to (see **How Disability Is Defined**)
- The end of the maximum period of payment
- The date your disability earnings exceed the amount allowable under the plan
- The date you are no longer disabled under the terms of the plan
- The date you fail to submit proof of continuing disability
- The date you die

If you were employed as a pilot at the time you became disabled, your LTD benefit payments will end sooner when the first of these events occurs:

- When you are able to work in your regular occupation on a part-time basis but you choose not to (see **How Disability Is Defined**)
- The end of the maximum period of payment
- The date you are no longer disabled under the terms of the plan
- If you are working the date your monthly disability earnings exceed 80% of your indexed monthly earnings
- The date you fail to submit proof of continuing disability
- The date you die

SHORT- &  
LONG-TERM  
DISABILITY

## Exclusions: Disabilities Not Covered Under the LTD Plan

The LTD plan does not pay benefits if your disability results from, is caused by, or is contributed by any of the following:

- Intentionally self-inflicted injuries
- Active participation in a riot
- Loss of a professional license, occupational license, or certification
- Commission of a crime for which you have been convicted under state or federal law
- A pre-existing condition when you apply for coverage when you first become eligible. You have a pre-existing condition if you received medical treatment, consultation, care, or other services, including diagnostic measures, or took prescribed drugs or medicines in the three months just prior to your effective date of coverage; and the disability begins in the first 12 months after your effective date of coverage. In addition, the LTD plan will not cover an increase in your coverage made during an annual enrollment period or any other time during the plan year if you have a pre-existing condition. You have a pre-existing condition if you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the three months prior to the date your coverage increased; and the disability begins in the 12 months after your coverage increased.

You will not receive a benefit for any period of disability during which you are incarcerated.

## If You Die While Receiving LTD Benefits

If you die while receiving LTD benefits, your eligible survivor may receive a lump sum benefit equal to three months of your gross disability benefit. This benefit will be provided if, on the date of your death, you:

- Had been continuously disabled for 180 or more consecutive days, and
- Were receiving — or were entitled to receive — LTD benefit payments under the Plan.

Your eligible survivor is your spouse or your domestic partner; otherwise, your children under age 25. Your eligible survivor does not actually need to be covered under the Northrop Grumman Health Plan.

If you have no eligible survivors, payment will be made to your estate, unless there is none. If there is no estate, no payment will be made.

## When Employment Ends

If you are approved for a disability claim and are later terminated from employment, your termination does not affect your LTD benefit payments, provided you remain disabled as determined by the insurance company. When your employment ends, Northrop Grumman notifies you and sends information to you about your benefit options.

# Other Benefits

In addition to providing the benefits described in other sections of this SPD, Northrop Grumman offers other benefits designed to assist you in personal and professional areas of your life.

Following is a brief overview of some of the available benefits and programs, including:

- **NGCare/Employee Assistance Program**
- **Group Legal Plan**
- **Travel Protection**
- **Voluntary Benefits**

## NGCare/EMPLOYEE ASSISTANCE PROGRAM

NGCare, Northrop Grumman's Employee Assistance Program (EAP) is a free, professional, and confidential counseling and referral program that is available to you and your family members who are eligible to enroll in the Northrop Grumman Health Plan. The EAP is separate from the mental health and substance abuse program described under the medical plan options. Employees and family members can use the EAP services, even if they are not enrolled in a Northrop Grumman medical plan option or HMO.

The EAP provides eight free counseling sessions for each participating individual per issue per year, including marriage, family and bereavement counseling. If you are identified as being on an international work assignment, a frequent international traveler, or on a rotational international assignment, you are eligible for the International Employee Assistance Program (IEAP) which includes six free counseling sessions for each participating individual per issue per year.

The EAP also provides telephonic assistance to include information on a variety of behavioral health topics, community resources and referrals. Assistance required beyond your EAP benefit is coordinated with the mental health benefits under your medical plan option, if applicable. EAP services do not include inpatient treatment for mental health or chemical dependency or other intensive or specialty services designed to treat acute and chronic mental illness or chemical dependency diagnoses.

Work/Life Solutions are additional benefits provided under the EAP, and include 24/7 confidential assistance in balancing work and life commitments. Work/Life services offers information, resources and referrals for many everyday issues included but not limited to ongoing or emergency child and elder care, help for care givers, school and college information, assistance for children with special needs, adoption resources, housing options, assistance with relocation, and resources to assist in preparing for retirement. The program can also help you locate community resources for financial counseling or debt management.

The EAP is insured by ComPsych. For more information about the EAP and Work/Life Solutions, access the Employee Assistance Program link at Total Rewards Gateway at **[totalrewards.northropgrumman.com](https://totalrewards.northropgrumman.com)** or by calling ComPsych by using the NGCare number at 1-800-982-8161.

# GROUP LEGAL PLAN

## Overview

The Group Legal Plan, through MetLife Legal Plans, provides you and your eligible dependents access to legal assistance. You pay for your Group Legal Plan coverage through automatic after-tax payroll deductions. Once you elect this coverage, you can change your election only during the next annual enrollment period. Your coverage continues for the entire plan year and remains in effect until you change your election (in other words, your coverage rolls over each plan year unless you change your election).

The level of benefit you receive depends on the option you choose —Basic or Advantage. When you face a situation that has legal implications, the MetLife Legal Plans' website, [legalplans.com](https://legalplans.com), provides instant access to information about your legal plan benefits and more. You can locate attorneys, obtain a case number and contact an attorney by e-mail. You will need your Membership Number to access the website.

You may also call MetLife Legal Plans' Client Service Center at 800-821-6400, Monday through Friday 8 am to 8 pm, Eastern time. A Client Service Representative will assist you in locating a Plan Attorney near your home or workplace and will answer any questions you may have about the plan.

When you use an attorney outside the network, the plan will reimburse your legal fees up to a maximum amount.

## Eligibility

There are two Group Legal Plan options to choose from: the Basic Plan and the Advantage Plan. You can choose to participate in the Group Legal Plan each year during annual enrollment. When you select group legal coverage, you automatically cover yourself and your eligible dependents. Your eligible dependents include:

- Your spouse
- Your domestic partner
- Your unmarried children under age 26

The level of benefit you receive depends on the option you choose: Basic or Advantage.

## What Services Are Covered

The Group Legal Plan entitles you and your eligible dependents to receive certain personal legal services. The available benefits are very comprehensive, but there are limitations and other conditions, which must be met. A complete description of benefits available to you can be found at the MetLife microsite available at [metlife.com/info/ngc](https://metlife.com/info/ngc). Please take time for yourself and your family to read the description of benefits carefully.

### Keep in Mind

Once you select group legal coverage, you can change your election only during the next annual enrollment period. Your coverage automatically will roll over in the next plan year, unless you change your election. There are no exceptions.

OTHER  
BENEFITS

## When Coverage Ends

Your ability to receive legal services under the plan ends if you are no longer an eligible employee or if you choose not to enroll during future annual enrollment periods.

If you cease to be eligible to participate in the plan or your employment with the Company ends, the plan will cover the legal fees for those covered services that were opened and pending during the period you were enrolled in the plan. Of course, no new matters may be started after you become ineligible.

## Amendment or Termination

While your employer expects to continue to offer participation in the Legal Service Plan, it reserves the right to amend, or terminate the plan at any time. If the plan is terminated, all covered services then in process will be handled to their conclusion under the plan.

## Administration and Funding

The Legal Service Plan is provided for and administered through a contract with MetLife Legal Plans, Inc. MetLife Legal Plans makes all determinations regarding attorneys' fees and what constitutes covered services. All contributions collected from employees electing this coverage are paid to MetLife Legal Plans, Inc.

## Cost of the Plan

You pay the cost of the plan through after-tax payroll deductions, based on your enrollment choice.

## Plan Confidentiality, Ethics and Independent Judgment

Your use of the plan and the legal services is confidential. The Plan Attorney will maintain strict confidentiality of the traditional lawyer-client relationship. Your employer will know nothing about your legal problems or the services you use under the plan. Plan administrators will have access only to limited statistical information needed for orderly administration of the plan.

No one will interfere with your Plan Attorney's independent exercise of professional judgment when representing you. All attorneys' services provided under the plan are subject to ethical rules established by the courts for lawyers. The attorney will adhere to the rules of the plan and he or she will not receive any further instructions, direction or interference from anyone else connected with the plan. The attorney's obligations are exclusively to you. The attorney's relationship is exclusively with you. MetLife Legal Plans, Inc., or the law firm providing services under the plan is responsible for all services provided by their attorneys.

You should understand that the plan has no liability for the conduct of any Plan Attorney. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the plan. You have the right to retain at your own expense any attorney authorized to practice law in this state.

Plan Attorneys will refuse to provide services if the matter is clearly without merit, frivolous or for the purpose of harassing another person. If you have a complaint about the legal services you have received or the conduct of an attorney, call MetLife Legal Plans at 800-821-6400. Your complaint will be reviewed and you will receive a response within two business days of your call.

### For More Information

The IMG Travel Assistance Services customer service center is available 24 hours a day, 365 days a year. For more information call 317-669-9478.

You have the right to retain at your own expense any attorney authorized to practice law in the state. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the plan.

## Other Special Rules

In addition to the coverages and exclusions listed, there are certain rules for special situations. Please read this section carefully.

**What if other coverage is available to you?** If you are entitled to receive legal representation provided by any other organization such as an insurance company or a government agency, or if you are entitled to legal services under any other legal plan, coverage will not be provided under this Plan. However, if you are eligible for legal aid or Public Defender services, you will still be eligible for benefits under this Plan, so long as you meet the eligibility requirements.

**What if you are involved in a legal dispute with your dependents?** You may need legal help with a problem involving your spouse or your children. In some cases, both you and your child may need an attorney. If it would be improper for one attorney to represent both you and your dependent, only you will be entitled to representation by the Plan Attorney. Your dependent will not be covered under the plan.

**What if you are involved in a legal dispute with another employee?** If you or your dependents are involved in a dispute with another eligible employee or that employee's dependents, MetLife Legal Plans will arrange for legal representation with independent and separate counsel for both parties.

**What if the court awards attorneys' fees as part of a settlement?** If you are awarded attorneys' fees as a part of a court settlement, the plan must be repaid from this award to the extent that it paid the fee for your attorney.

# TRAVEL PROTECTION

Emergencies can happen while traveling, and Northrop Grumman provides you with access to travel assistance when you travel for business at least 100 miles from home. The service is administered by IMG Travel Assistance Services and you do not have to enroll to have coverage.

Through IMG Travel Assistance Services, you receive special assistance for emergency medical, financial, legal and communication assistance when you travel.

This program provides the following:

| Emergency Medical Transport Services |                                  |
|--------------------------------------|----------------------------------|
| Dispatch of a Physician              | Repatriation of Remains          |
| Emergency Medical Evaluation         | Return of Travel Companion       |
| Services for Medical Repatriation    | Visit of Family Member or Friend |
| Return of Dependent Children         | Vehicle Return Services          |

| Medical Assistance Services    |                        |
|--------------------------------|------------------------|
| Convalescence Arrangements     | Medical Referrals      |
| Outpatient Services            | Dental Referrals       |
| Interpretation Services        | Medical Monitoring     |
| Replacement of Medical Devices | Cost Management        |
| Direct Billing                 | General Medical Advice |
| Pre-Authorization              | Prescription Transfer  |

| Travel Assistance Services              |                                   |
|-----------------------------------------|-----------------------------------|
| Emergency Cash/Bail Assistance          | Pre-Trip and Cultural Information |
| Lost Luggage and/or Document Assistance | Legal Referrals                   |
| Consulate and Embassy Location          | Urgent Message Relay              |

The IMG Travel Assistance customer service center is available 24 hours a day, 365 days a year. For more information call 317-669-9478.

## VOLUNTARY BENEFITS\*

You can enroll yourself and eligible dependents. The premiums for these benefits will come out of your paycheck on an after-tax basis. For company couples where both the employee and spouse/domestic partner work for Northrop Grumman, dual coverage is not allowed for spouse/domestic partner and/or children. You must be actively at work for coverage to be effective. If you go on a leave of absence, you may keep coverage if you are already enrolled as long as you continue paying premiums.

**\*Note:** Baltimore and Sunnyvale represented employees are not eligible.

The Benefits available to you are as follows:

### Accident Insurance

When unexpected injuries lead to unexpected expenses, your accident insurance can provide money to help pay for expenses such as medical bills, transportation costs and childcare expenses.

- You'll receive a lump sum payment to use as you see fit, paid directly to you.
- The Plan pays no matter what your medical insurance covers.
- May cover accident-related events, such as: sports injuries, auto accidents, bicycle accidents, broken bones, knee injuries and falls

You have the choice between two plans: Low Plan and High Plan, that provide payments in addition to any other insurance payments you receive.

For more information, including a complete description of covered benefits, please visit [metlife.com/info/ngc](https://metlife.com/info/ngc) or contact MetLife directly at 1-800-438-6388.

### Critical Illness Insurance

You can fill the financial coverage gaps caused by unexpected health issues with Critical Illness Insurance\*, which provides a lump sum payment to help you and your family with financial support in a difficult time. Here's how the benefit works:

- You'll receive a lump sum payment upon verified diagnosis to use as you see fit
- Use it for prescriptions, deductibles, co-payments, experimental/non-traditional treatments and even non-medical expenses like everyday bills
- Pays out regardless of what your medical insurance covers
- Payments are paid directly to you, not to the doctors, to the hospitals or to the healthcare providers

Refer to [metlife.com/info/ngc](https://metlife.com/info/ngc) or contact MetLife directly at 1-800-438-6388 for more information about Critical Illness Insurance and covered conditions.

*\*Baltimore and Sunnyvale represented employees are not eligible.*

OTHER  
BENEFITS

### Hospital Indemnity Insurance

You can be financially prepared for an unexpected hospital stay with Hospital Indemnity Insurance. MetLife will help pay for out-of-pocket costs related to a hospital stay.

- You'll receive a lump sum payment to use as you see fit

- Pays on top of what your medical insurance covers
- Coverage for hospital admission, stays and accident-related rehab (accidents only)

MetLife offers you a choice of two comprehensive plans, Low Plan and High Plan, which provide you lump sum cash payments for covered events regardless of any other payments you may receive from your medical plan.

Please visit [metlife.com/info/ngc](https://www.metlife.com/info/ngc) or contact MetLife directly at 1-800-438-6388 for detailed definitions and state variations of covered benefits.

# General Plan Administration

The Northrop Grumman benefits program is broad, complex and regulated by a number of federal laws.

As a result, there are administrative provisions with which you should be familiar, particularly if a special circumstance arises.

This section includes important information about the structure and administration of the Northrop Grumman benefit Plans. It also includes an explanation of your rights as a Plan participant.

# GENERAL PLAN ADMINISTRATION

This section contains information on the administration of the Plan, 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, as the Plan Administrator, is responsible for the general administration of the Plan, and will be the named 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 (or its delegate) 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 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; and
- The responsibility to act as claims administrator and to review claims and claim denials under the Plan to the extent an insurer or administrator has not been delegated such authority.

The Benefit Plans Administrative Committee (or its delegate) 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 one of your dependents make a claim that you know contains or is based on false, incomplete, or misleading information, with the intention of obtaining benefits that you are not entitled to, the Plan may terminate your eligibility for benefits or may demand that you repay benefits or offset future benefits, and you may be subject to prosecution under state and federal law.

## POWER AND AUTHORITY OF THE HMO

Benefits may be provided under a group insurance contract entered into between the Plan and an HMO. With respect to fully insured benefits, claims for benefits are sent to the HMO. The HMO is responsible for paying claims — not Northrop Grumman.

The HMO is also responsible for:

- Determining eligibility for and the amount of any benefits payable under the Plan
- Prescribing claims procedures to be followed and the claim forms to be used by employees and beneficiaries pursuant to the Plan

The HMO also has the authority to require employees and beneficiaries to furnish it with such information as it determines is necessary for the proper administration of the benefits provided through the HMO.

Claim procedures are set forth in the next section.

### Questions?

If you have any questions about this information, call the NGBC at 800-894-4194 or contact the nearest regional office of the Employee Benefits Security Administration, an agency of the U.S. Department of Labor.

## AUTHORITY AND LIABILITY OF INSURER OR HMO

For benefits that are provided on an insured basis (not self-insured by Northrop Grumman), the insurance carrier or health maintenance organization (HMO) 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 or HMO coverage contract, including eligibility for benefits. Northrop Grumman does not guarantee the payment of any benefit described in an insurance or HMO coverage contract, and you must look solely to the insurance carrier or HMO for the payment of benefits.

## CLAIMS

### Health Care Claims

#### MEDICAL, DENTAL OR VISION

When you receive medical (including prescription drugs or mental health and/or chemical dependency care), dental, or vision care from an in-network provider, your provider should automatically file a claim for you.

If you receive care or treatment from an out-of-network provider (if applicable), you will usually need to pay the provider directly at the time you receive care and then file a claim with the claims administrator for reimbursement of your eligible expenses. Your claim must include the appropriate paperwork and receipts. If you receive reimbursement from another source, such as your spouse's plan, your claim must include the explanation of benefits from that plan. You must submit your claim to the address of the claims administrator as indicated in the chart entitled "Claims and Appeals Contact Information." Be sure to keep a copy of the claim submission for your records.

If you are enrolled in Plan 1: High Premium/Low Deductible Plan, Plan 2: Medium Premium/Medium Deductible Plan, Plan 3: Low Premium/High Deductible Plan, Plan 4: Medium Premium/Deductible Utah Extended Network Plan, Baltimore Premium Plus Plan, Baltimore Premium Plan, Baltimore Value Plan, Sunnyvale Premium Plan, or Sunnyvale Value Plan you must submit medical claims that you incur during the plan year to Anthem within 12 months after the plan year ends. Prescription drug coverage available under these medical plan options is administered by CVS/caremark, and in-network

pharmacies should file claims for you within 90 days from date of service. If you have to file a claim with CVS/caremark — for example, if you go to an out-of-network pharmacy and pay the pharmacist directly — you must file your claim for reimbursement within 12 months from the date of service.

If you are enrolled in another medical plan option, you must submit claims you incur during the plan year within 12 months after the plan year ends.

Delta Dental claims must be filed no more than 12 months after the date the dental service was provided. Vision claims must be submitted within 365 calendar days from the date services are rendered and/or materials provided.

The medical, dental, and vision plan options do not pay claims that are submitted after these deadlines.

If you do not file a 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.

### Timeframes for Determinations: Medical, Dental and Vision

The timeframes for benefit determination for medical, dental and vision benefits vary depending on the type of claim.

| TYPE OF CLAIM                  | INITIAL DEADLINE FOR CLAIMS REVIEW | TIME FOR YOU TO PROVIDE ADDITIONAL INFORMATION | EXTENSIONS FOR CLAIMS REVIEW, IF NECESSARY |
|--------------------------------|------------------------------------|------------------------------------------------|--------------------------------------------|
| <b>Urgent</b>                  | 72 hours                           | 48 hours                                       | None                                       |
| <b>Urgent, Concurrent Care</b> | 24 hours*                          | 48 hours                                       | None                                       |
| <b>Pre-Service</b>             | 15 days                            | 45 days                                        | 15 days                                    |
| <b>Post-Service</b>            | 30 days                            | 45 days                                        | 15 days                                    |

*\*Applies only when claim is submitted at least 24 hours before end of approved treatment.*

**Urgent claims:** Medical care is “urgent” if a longer time could seriously jeopardize the participant’s life, health, or ability to regain maximum function. Also, care may be urgent if, in a doctor’s opinion, it would subject the participant to severe pain if care or treatment were not provided. If you require care that is classified as urgent, but do not submit enough information for the claims administrator to make a determination, the claims administrator will notify you within 24 hours. You have 48 hours after that time to supply any additional information. Until you supply this information, the time limits that apply for the review are suspended (or “tolled”).

**Concurrent care decisions:** These are decisions involving an ongoing course of treatment over a period of time or a number of treatments. If you or your dependent is undergoing a course of treatment, or is nearing the end of a prescribed number of treatments, you may request extended treatment or benefits. If the course of treatment involves urgent care and you request at least 24 hours before the expiration of the authorized treatments, the claims administrator will respond to your claim within 24 hours. If you reach the end of a pre-approved course of treatment before requesting additional benefits, the normal “pre-service” or “post-service” time limits will apply, as described below.

**Pre-service determinations:** A “pre-service” determination requires the receipt of approval of those benefits in advance of obtaining the medical care. If you request a review for pre-service benefits, but do not submit enough information for the claims administrator to make a determination, the claims administrator will notify you within 15 days. You have 45 days after that to supply any additional information. Until you supply this information, the time limits that apply to the claims administrator are tolled.

**Post-service claims:** A “post-service” determination is made for benefits after you have already received care or treatment. A “post-service” determination does not require advance approval of benefits.

In the case of pre-service determinations and urgent claims, if you fail to follow the specified procedure for filing your claim, the claims administrator will notify you of the failure and of the proper procedure. This notice will be provided to you no later than five days after your incorrectly filed claim is received (24 hours in the case of an urgent claim). The notice from the claims administrator may be an oral notice, unless you specifically request written notice.

**Example:** If you have an urgent medical situation, the claims administrator must respond to your initial request for benefits within 72 hours, and no extensions are permitted. If the administrator needs more information from you to make a determination, you will have 48 hours from the time you are notified to supply that information. The time period during which you are gathering that additional information does not count toward the time limits that apply to the claims administrator.

### **If Your Claim Is Denied: Medical, Dental and Vision**

If your claim is denied (either in whole or in part), the claims administrator will send you a written explanation of why the claim was denied. In the case of an urgent claim, this can include oral notification, as long as you are provided with a written notice within three days following the oral notification.

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

- The specific reasons for the denial
- References to the specific Plan provisions on which the denial is based
- If a medical claim, information sufficient to identify the claim involved, including the date of service, name of the health care provider, and claim amount (if applicable), and a statement describing the availability, upon request, of the diagnosis and treatment codes (along with their corresponding meanings)
- If a medical claim, the denial code (if applicable) and its corresponding meaning, as well as a description of the standard, if any, that was used in denying the claim
- 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 (including any available external review process) 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
- If a medical claim, a statement disclosing the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman that can assist you with the internal claims and appeals and external review processes
- If a denial involves urgent care, you will be provided an explanation of the expedited review procedures applicable to urgent claims
- If the denial is based on an internal rule, guideline, protocol, or standard, the denial will either include a copy of such rule, guideline, protocol, or standard, or else state that you can obtain a copy of the rule, guideline, or protocol, free of charge upon request
- If the denial is based on an exclusion applicable to medical necessity or experimental treatment or similar exclusion, the denial will explain the scientific or clinical judgment for determination, applying the terms of the Plan to the medical circumstances, or state that such an explanation will be provided upon request, free of charge

### Appealing a Denied Claim: Medical, Dental and Vision

If your 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.
- If you cannot correct the problem by phone, or if you choose not to call the claims administrator, you have the right to file a level 1 appeal by writing directly to the claims administrator at the address indicated in the chart entitled “**Claims and Appeals Contact Information**”. Be sure to explain why you think your claim should be paid and provide all relevant details.
- A second level of appeal is available for pre-service (other than urgent care) medical, dental, and vision health claims, and for post-service health claims (other than non-clinical prescription drug claims). For these claims, if your claim is denied by the level 1 appeals review committee, you may file a second level appeal by writing to the address as indicated in the chart entitled “**Claims and Appeals Contact Information**”.
- 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 Rescission of Coverage: Medical Only

A Rescission of Coverage is a cancellation or discontinuance of medical coverage that is effective retroactively and that is not due to a failure to timely pay required contributions toward the cost of coverage. You do not need to file a claim regarding a Rescission of Coverage. If you are notified by the Plan Administrator or its delegate that your coverage under the Plan is being rescinded, that notification is considered to be a claim denial. You may appeal a Rescission of Coverage by writing to the claims administrator. There is only one level of appeal for Rescissions of Coverage. See the chart entitled “**Claims and Appeals Contact Information**” for the contact information of the claims administrator. The claims administrator identified in the 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: Medical, Dental and Vision

If you make a claim 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 (ERISA)** for details).

In the case of medical (including prescription drug, mental health and substance abuse treatment), dental and vision, you have 180 days\* from the time that you receive a claim denial from the claims administrator to file an appeal.

| TYPE OF CLAIM                  | TIME TO APPEAL FROM DATE CLAIM IS DENIED                        | TIME FOR DECISION ON APPEAL                                                    | EXTENSIONS FOR CLAIMS ADMINISTRATOR, IF NECESSARY |
|--------------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------|
| <b>Urgent claims</b>           | 180 days                                                        | 72 hours                                                                       | None                                              |
| <b>Pre-Service claims</b>      | 180 days for each level of appeal                               | Two levels of appeal: 15 days from the receipt of the appeal for each level    | None                                              |
| <b>Post-Service claims</b>     | 180 days* for each level of appeal                              | Two levels of appeal: 30 days from the receipt of the appeal for each level ** | None                                              |
| <b>Rescissions of Coverage</b> | 180 days from the date of receipt of the Rescission of Coverage | One level of appeal: 60 days from the receipt of the appeal                    | 60 days                                           |

*\*A second level appeal for a vision claim must be submitted within 60 days after receipt of VSP's response to the initial appeal.*

*\*\*There is only one level of appeal for dental claims and non-clinical prescription drug claims (claims that do not involve a determination of clinical appropriateness or medical necessity) to CVS/caremark under the Plan 1: High Premium/Low Deductible, Plan 2: Medium Premium/Medium Deductible, Plan 3: Low Premium/High Deductible Plan, Plan 4: Medium Premium/Deductible Utah Extended Network Baltimore Premium Plus Plan, Baltimore Premium Plan, Baltimore Value Plan, Sunnyvale Premium Plan, and Sunnyvale Value Plan medical plan options. The time frame for a decision on appeal is 60 days. See Post-Service Claims below.*

**Urgent Claims.** There is only one level of appeal that is required for urgent claims. You may file an urgent claim appeal with the claims administrator within 180 days if your initial claim for benefits is denied. Your appeal must be considered within 72 hours, with no extensions. You may file a lawsuit under ERISA if your appeal of an urgent claim is denied. However, if you wish, you may file a voluntary level 2 appeal of an urgent claim denial with the claims administrator within 180 days, and your appeal will be considered within 72 hours, with no extensions. For urgent claims, the level 2 appeal is voluntary — it is your choice to request it or not — and you are not required to file a voluntary level 2 appeal in order to file a lawsuit. If you would like additional information to help you decide whether to file a voluntary level 2 appeal of an urgent claim denial, please call the claim administrator. Your decision as to whether to file a voluntary level 2 appeal of an urgent claim denial will have no effect on any of your other rights under the plan, and the same rules and procedures apply to a voluntary level 2 appeal of an urgent claim denial as for all other level 2 appeals.

**Pre-Service Claims** (other than urgent claims). There are two levels of appeal.

- Level 1 appeal: You may file a level 1 appeal with the claims administrator within 180 days after you receive the claim denial. Your appeal must be considered within 15 days, with no extensions.
- Level 2 appeal: If your first appeal is denied by the claims administrator, you may file a level 2 appeal with the claims administrator within 180 days after you receive the denial of your level 1 appeal. Your appeal must be considered within 15 days, with no extensions.

**Post-Service Claims.** There are two levels of appeal, except that there is only one level of appeal for non-clinical prescription drug claims (claims that do not involve a determination of clinical appropriateness or medical necessity) to CVS/caremark under the Plan 1: High Premium/Low Deductible Plan, Plan 2: Medium Premium/Medium Deductible Plan, Plan 3: Low Premium/High Deductible Plan, Plan 4: Medium Premium/Deductible Utah Extended Network Plan, Baltimore Premium Plus Plan, Baltimore Premium Plan, Baltimore Value Plan, Sunnyvale Premium Plan, and Sunnyvale Value Plan options. Your claim denial letter from CVS/caremark will inform you whether there is one level or two levels of appeal.

- Level 1 appeal: You may file a level 1 appeal with the claims administrator within 180 days after you receive the claim denial. Your appeal must be considered within 30 days (60 days for dental claims and when there is 1 level of appeal for prescription drug claims under the Plan 1: High Premium/Low Deductible Plan, Plan 2: Medium Premium/Medium Deductible Plan, Plan 3: Low Premium/High Deductible Plan, Plan 4: Medium Premium/Deductible Utah Extended Network Plan, Baltimore Premium Plus Plan, Baltimore Premium Plan, Baltimore Value Plan, Sunnyvale Premium Plan, and Sunnyvale Value Plan options), with no extensions.
- Level 2 appeal: If your first appeal is denied by the claims administrator, you may file a level 2 appeal with the claims administrator within 180 days (60 days in the case of vision) after you receive the denial of your level 1 appeal. Your appeal must be considered within an additional 30 days, with no extensions.

Please see **Additional Information About the Appeals Process (Other than LTD and STD Appeals)**.

GENERAL PLAN  
ADMINISTRATION

# FSA AND HRA

Please see **Using Your FSA Dollars** to learn how to file a Health Care and Dependent Day Care FSA claim. For information about filing HRA claims, see **Health Reimbursement Accounts**.

## Timeframes for Determinations: Health Care FSA and HRA

The timeframes for benefit determination for Health Care FSA and HRA is outlined below.

| TYPE OF CLAIM | INITIAL DEADLINE FOR CLAIMS REVIEW | TIME FOR YOU TO PROVIDE ADDITIONAL INFORMATION | EXTENSIONS FOR CLAIMS REVIEW, IF NECESSARY |
|---------------|------------------------------------|------------------------------------------------|--------------------------------------------|
| FSA and HRA   | 30 days                            | 45 days                                        | 15 days                                    |

## If Your Claim Is Denied: Health Care FSA and HRA

If your 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 as well as any other additional information to the extent required by law:

- The specific reasons for the denial
- References to the 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 (including any available external review process) 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 Claim: Health Care FSA and HRA

If your 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.
- If you cannot correct the problem by phone, or if you choose not to call the claims administrator, you have the right to file an appeal by writing directly to the claims administrator at the address indicated in the chart entitled **"Claims and Appeals Contact Information"**. 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.

## Timing of Your Appeal: Health Care FSA and HRA

If you make a claim 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 (ERISA)** for details).

In the case of Health Care FSA and HRA claims, you have 180 days from the time that you receive a claim denial from the claims administrator to file an appeal. You do not have the right to make an appeal of a Dependent Care FSA claim. The Health Care FSA or HRA administrator will have 60 days from the date of the receipt of your appeal to render its decision.

Please see **Additional Information About the Appeals Process (Other than LTD and STD Appeals)**.

## Disability Claims

### SHORT-TERM DISABILITY AND LONG-TERM DISABILITY

To learn how to file an STD claim, see **How and When to Claim STD Benefits**. For LTD claim filing information, see **How and When to Claim LTD Benefits**.

#### Timeframes for Determinations: STD and LTD

The timeframes for benefit determination for disability benefits may vary depending on the type of claim as shown in the table below:

| TYPE OF CLAIM         | INITIAL DEADLINE FOR CLAIMS REVIEW | TIME FOR YOU TO PROVIDE ADDITIONAL INFORMATION | EXTENSIONS FOR CLAIMS REVIEW, IF NECESSARY |
|-----------------------|------------------------------------|------------------------------------------------|--------------------------------------------|
| Short-term Disability | 45 days                            | 45 days                                        | Two 30-day extensions                      |
| Long-term Disability  | 45 days                            | 45 days                                        | Two 30-day extensions                      |

The claims administrator must respond within 45 days, and may take up to two 30-day extensions, if circumstances warrant. The claims administrator will notify you in writing of the circumstances requiring an extension and the date by which it expects to make a decision on your claim. Any notice of extension that it provides to you will specifically explain the standards on which entitlement to a disability benefit is based; the unresolved issues that prevent it from making a decision on the claim; and what additional information is needed by the claims administrator to resolve those issues. You have 45 days to supply any additional information from the date you are notified that your claim is incomplete.

#### If Your Claim Is Denied: STD and LTD

If your 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 reasons for the denial
- References to the 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 (including any available external review process) 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
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - The views presented by you to the claims administrator of health care professionals treating you and vocational professionals who evaluated you
  - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claim denial, without regard to whether the advice was relied upon by the claims administrator in denying your claim

- A determination of disability by the Social Security Administration presented by you to the claims administrator
- If the decision to deny the claim is based on medical necessity or experimental treatment, or any similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that you may request a copy of the explanation free of charge
- A copy of any internal rules, guidelines, protocols, standards, or other similar criteria relied upon in denying the claim, or a statement that such criteria do not exist
- 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

### **Appealing a Denied Claim: STD and LTD**

AFLAC is the decision-maker for short-term and long-term disability claims and appeals, with full delegated authority for such decisions. You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. A retroactive cancellation or discontinuance of coverage will be considered a claim denial that you may appeal, unless your coverage is retroactively cancelled due to failure to pay premiums. Requests for appeal should be sent to the address specified in the claim denial. A decision on review will be made no later than 45 days following receipt of the written request for review. If AFLAC determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). AFLAC will notify you in writing if an additional 45-day extension is needed.

If AFLAC considers, relies upon or generates new or additional evidence in the process of considering your claim, such evidence will be provided to you as soon as possible in advance of the date by which AFLAC is required to provide notice of its final decision on appeal. If AFLAC intends to issue an adverse final decision on appeal (deny your appeal in whole or part) based on a new or additional rationale, AFLAC will provide you with the rationale as soon as possible in advance of the date by which AFLAC is required to provide notice of its final decision on appeal.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by AFLAC and will be made by a person different from the person who made the initial determination, and such person will not be the original decision-maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, AFLAC will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination, or a subordinate.

If your claim denial is upheld, AFLAC will send you notice that contains the following information to the extent required by law:

- The specific reason(s) for the determination
- A reference to the specific Plan provision(s) on which the determination is based
- A statement describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the decision
- The statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination
- A description of any applicable contractual limitations period that applies to your right to bring an action under Section 502(a) of ERISA and the calendar date on which the contractual limitations period expires for your claim

- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - The views presented by you to AFLAC of health care professionals treating you and vocational professionals who evaluated you
  - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claim denial, without regard to whether the advice was relied upon by AFLAC in denying your claim
  - A determination of disability by the Social Security Administration presented by you to AFLAC
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either the specific rule, guideline, protocol, or other similar criterion, or a statement that that such rule, guideline, protocol, or other criterion was relied upon and that it will be provided free of charge upon request
- If the denial was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination or statement that such an explanation will be provided free of charge upon request

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

#### Timing of Your Appeal: STD and LTD

If you submit a claim 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 (ERISA)** for details).

In the case of disability claims, there is one level of appeal. If your initial claim for disability benefits was denied, you may appeal that denial within 180 days after you receive the claim denial. Your appeal must be considered within 45 days, with a 45-day extension permitted, if necessary. For complete details on disability claim appeals, see the preceding section, **Appealing a Denied Claim: STD and LTD**.

## Other Benefit Claims

LIFE, AD&D, GROUP LEGAL, ACCIDENT, HOSPITAL INDEMNITY, CRITICAL ILLNESS AND BUSINESS TRAVEL ACCIDENT

See **General Information about Life and Accident Insurance** for information about receiving benefits under any of the life insurance plans.

#### Timeframes for Determinations: Life, AD&D, Group Legal, Accident, Hospital Indemnity, Critical Illness and BTA

The timeframes for benefit determination for Life, AD&D, Group Legal, Accident, Hospital Indemnity, Critical Illness and BTA are outlined below.

| INITIAL DEADLINE FOR CLAIMS REVIEW | EXTENSIONS FOR CLAIMS REVIEW, IF NECESSARY |
|------------------------------------|--------------------------------------------|
| 90 days                            | 90 days                                    |

#### If Your Claim Is Denied: Life, AD&D, Group Legal, Accident, Hospital Indemnity, Critical Illness and BTA

If your 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 reasons for the denial
- References to the 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 Claim: Life, AD&D, Group Legal, Accident, Hospital Indemnity, Critical Illness and BTA**

If your 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.
- If you cannot correct the problem by phone, or if you choose not to call the claims administrator, you have the right to file a level 1 appeal by writing directly to the claims administrator at the address indicated in the chart entitled “**Claims and Appeals Contact Information**”. 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.

#### **Timing of Your Appeal: Life, AD&D, Group Legal, Accident, Hospital Indemnity, Critical Illness and BTA**

If you submit a claim 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 (ERISA)** for details).

In the case of Life, AD&D, Group Legal, Accident, Hospital Indemnity, Critical Illness and BTA claims, you have 60 days from the time that you receive a claim denial from the claims administrator to file an appeal. The Life, AD&D, Group Legal, Accident, Hospital Indemnity, Critical Illness and BTA administrator will have 60 days from the date of the receipt of your appeal to render its decision, with a 60-day extension permitted, if necessary.

Please see **Additional Information About the Appeals Process (Other than LTD and STD Appeals)**.

#### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Your NGCare or EAP provider will submit your EAP claims directly to ComPsych on your behalf. If your benefit claim is denied, you will receive written notification of the denial within 30 days, with the possibility of one 15-day extension. The notice of denial will include, to the extent required by law, the reason for the denial, the specific Plan provision on which the denial is based, a description of any additional material or information necessary to perfect the claim and a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a lawsuit under section 502(a) of ERISA should your appeal be denied.

#### **Appealing a Denied Claim: EAP**

If your 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.

If you cannot correct the problem by phone, or if you choose not to call the claims administrator, you have the right to file an appeal by writing directly to the claims administrator at the address indicated in the chart entitled “**Claims and Appeals Contact Information**”. Be sure to explain why you think your claim should be paid and provide all relevant details.

**Timing of Your Appeal: EAP**

If you make a claim 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 (ERISA)** for details). In the case of EAP claims, you have 180 days from the time that you receive a claim denial from the claims administrator to file an appeal. The EAP administrator will have 60 days from the date of the receipt of your appeal to render its decision.

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.

Please see **Additional Information About the Appeals Process (Other than LTD and STD Appeals)**.

**Administrative Claims**

A claim that relates to the payment of a specific benefit under the Plan is called a “Benefit Claim.” For example, when you receive medical care and the provider submits a claim to the Plan to be paid for the service 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 you are being charged too much for the benefit coverage you have elected and file a claim. Because your claim is not for the payment of a specific benefit under the Plan, your claim is treated as an Administrative Claim.

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 a 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 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 an appeal or lawsuit based on that claim.

**Timeframes for Determinations: Administrative**

The timeframe for benefit determination for Administrative Claims is outlined below.

| TYPE OF CLAIM  | INITIAL DEADLINE FOR CLAIMS REVIEW | TIME FOR YOU TO PROVIDE ADDITIONAL INFORMATION | EXTENSIONS FOR CLAIMS REVIEW, IF NECESSARY |
|----------------|------------------------------------|------------------------------------------------|--------------------------------------------|
| Administrative | 90 days                            | 45 days                                        | 90 days                                    |

**Appealing a Denied Claim: Administrative**

If your Administrative Claim is denied, you have the right to make an appeal by writing to the claims administrator at the address indicated in the chart entitled “**Claims and Appeals Contact Information**”. There are no appeal rights for denied Administrative Claims relating to a wellness incentive program, including the Well-being Incentive Program\* or Annual Physical Incentive for Baltimore and Sunnyvale represented employees. 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 Appeals Contact Information** for the contact information of the claims administrator. The claims administrator identified in the 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.

*\*Baltimore and Sunnyvale represented employees are not eligible.*

**Timing of Your Appeal: Administrative**

If you make a claim 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 (ERISA)** for details).

In the case of Administrative Claims, you have 65 days from the time that you receive a claim denial from the claims administrator to file an appeal. Below are the timeframes that apply when you file an appeal.

| TYPE OF CLAIM  | TIME TO APPEAL FROM DATE CLAIM IS DENIED | TIME FOR DECISION ON APPEAL                                 | EXTENSIONS FOR CLAIMS ADMINISTRATOR, IF NECESSARY |
|----------------|------------------------------------------|-------------------------------------------------------------|---------------------------------------------------|
| Administrative | 65 days                                  | One level of appeal: 60 days from the receipt of the appeal | 60 days                                           |

Please see **Additional Information About the Appeals Process (Other than LTD and STD Appeals)**.

**Authorized Representative: All claims**

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 or insurance carrier. Contact the claims administrator or insurance carrier for information about what you need to do. The claim administrator or insurance carrier may require you to certify that the representative has permission to act for you. The representative may be a health care or other professional. If you designate an authorized representative, all communications from the claims administrator or insurance carrier 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 or insurance carrier.

**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, including your health care provider. 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. Please be aware that when you visit a provider or facility, the provider or facility may ask you to sign a form that states that you assign your right to benefits to the provider or facility. If this happens, it is your responsibility to notify your provider or facility that you are unable to assign benefits due to the Plan's prohibition on assignments.

The claims administrator may communicate with your provider or facility about your claim and/or issue payments directly to your providers/facilities for covered services you receive (whether or not pursuant to an authorization). The claims administrator's doing so, however, does not create an assignment of benefits and it will not constitute a waiver of the application of this provision.

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 as appeals process. In order to appoint an authorized representative, you must follow the process described previously. Signing a provider form will not be sufficient.

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
- 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

## Claims and Appeals Contact Information

| CLAIMS ADMINISTRATOR                                                                                                                                                                                                                                                                                                                         | CLAIMS                                                                                                                                                                                                                                                                                                                                                                                    | LEVEL 1 APPEALS                                                                                                                                                                                                                                        | LEVEL 2 APPEALS                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Quantum Health</b>                                                                                                                                                                                                                                                                                                                        | Non-behavioral health claims that are urgent care, concurrent care, or pre-service claims must be submitted to Quantum Health at:<br><br>Quantum Health<br>5240 Blazer Parkway<br>Dublin, OH 43107<br>Fax: 1-877-498-3681                                                                                                                                                                 | Level 1 non-behavioral health medical appeals that require the exercise of medical judgment should be submitted to Quantum Health at:<br><br>Quantum Health<br>5240 Blazer Parkway<br>Dublin, OH 43107<br>Fax: 1-877-498-3681                          | Level 2 non-behavioral health medical appeals that require the exercise of medical judgment should be submitted to Quantum Health at:<br><br>Quantum Health<br>5240 Blazer Parkway<br>Dublin, OH 43107<br>Fax: 1-877-498-3681                          |
| <b>Anthem Blue Cross</b><br>Plan 1: High Premium/Low Deductible Plan<br>Plan 2: Medium Premium/Medium Deductible Plan<br>Plan 3: Low Premium/High Deductible Plan<br>Plan 4: Medium Premium/Deductible Utah Extended Network Plan<br>Baltimore Premium Plus Plan<br>Baltimore Premium Plan<br>Baltimore Value Plan<br>Sunnyvale Premium Plan | All behavioral health medical claims and all post-service medical claims* must be submitted to your local Blue Cross Blue Shield Plan.<br>For pharmacy claims, see CVS/caremark below.<br><br>*The local Blue Cross Blue Shield Plan will forward post-service non-behavioral health medical claims requiring the exercise of medical judgment to Quantum Health to adjudicate the claim. | Level 1 behavioral health medical appeals and appeals of non-behavioral health medical claims that do not require the exercise of medical judgment should be submitted to Anthem at:<br><br>Anthem Blue Cross<br>PO Box 54159<br>Los Angeles, CA 90054 | Level 2 behavioral health medical appeals and appeals of non-behavioral health medical claims that do not require the exercise of medical judgment should be submitted to Anthem at:<br><br>Anthem Blue Cross<br>PO Box 54159<br>Los Angeles, CA 90054 |

GENERAL PLAN  
ADMINISTRATION

| CLAIMS ADMINISTRATOR                                                                                                                                       | CLAIMS                                                                                                                                                          | LEVEL 1 APPEALS                                                                                                                                                                         | LEVEL 2 APPEALS                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Sunnyvale Value Plan                                                                                                                                       |                                                                                                                                                                 |                                                                                                                                                                                         |                                                                                                               |
| <b>CVS/caremark</b><br>(Prescription drugs for Plan 1, Plan 2, Plan 3, and Plan 4 Options)                                                                 | CVS/caremark<br>Claims Department<br>P.O. Box 52136<br>Phoenix, AZ 85072-2136                                                                                   | CVS/caremark<br>Appeals Department<br>MC 109<br>P.O. Box 52084<br>Phoenix, AZ 85072-2084<br>Fax: 866-443-1172                                                                           | CVS/caremark<br>Appeals Department<br>MC 109<br>P.O. Box 52084<br>Phoenix, AZ 85072-2084<br>Fax: 866-443-1172 |
| <b>Delta Dental</b><br>(PPO dental plan options)                                                                                                           | Delta Dental of California<br>Claims Services<br>P.O. Box 997330<br>Sacramento, CA 95899-7330                                                                   | Delta Dental of California<br>Member Appeals<br>P.O. Box 997330<br>Sacramento, CA 95899-7330                                                                                            | Delta Dental of California<br>Member Appeals<br>P.O. Box 997330<br>Sacramento, CA 95899-7330                  |
| <b>Vision Service Plan</b>                                                                                                                                 | Vision Service Plan<br>Attention: Claims Services<br>P.O. Box 385018<br>Birmingham, AL 35238-5018                                                               | Vision Service Plan<br>Attn: Appeals Department<br>P.O. Box 2350<br>Rancho Cordova, CA 95741                                                                                            | Vision Service Plan<br>Attn: Appeals Department<br>P.O. Box 2350<br>Rancho Cordova, CA 95741                  |
| <b>American Family Life Assurance Company of Columbus (AFLAC)</b><br>(Short-term Disability, Long-Term Disability, and Rescissions of Disability Coverage) | AFLAC Administrative Office<br>P.O. Box 1725<br>Grand Rapids, MI 49501                                                                                          | AFLAC Administrative Office<br>P.O. Box 1725<br>Grand Rapids, MI 49501                                                                                                                  | No Level 2 appeals.<br>LTD benefit claims have only one level of appeal.                                      |
| <b>MetLife</b><br>(Life and AD&D Insurance)                                                                                                                | MetLife Group Life Claims<br>P.O. Box 6100<br>Scranton, PA 18505-6100                                                                                           | MetLife Group Life Claims<br>P.O. Box 6100<br>Scranton, PA 18505-6100                                                                                                                   | N/A                                                                                                           |
| <b>MetLife</b><br>(Critical Illness, Hospital Indemnity, Accident Insurance)                                                                               | Metropolitan Life Insurance Company<br>P.O. Box 80826<br>Lincoln, NE 68501-0826                                                                                 | Metropolitan Life Insurance Company<br>P.O. Box 80826<br>Lincoln, NE 68501-0826                                                                                                         | N/A                                                                                                           |
| <b>National Union Fire Insurance Company of Pittsburgh, PA (AIG)</b><br>(Business Travel Accident)                                                         | National Union Fire Insurance Company of Pittsburgh<br>PO Box 25987<br>Shawnee Mission, KS 66225                                                                | National Union Fire Insurance Company of Pittsburgh<br>PO Box 25987<br>Shawnee Mission, KS 66225                                                                                        | National Union Fire Insurance Company of Pittsburgh<br>PO Box 25987<br>Shawnee Mission, KS 66225              |
| <b>ComPsych</b><br>(NGCare/EAP)                                                                                                                            | EAP Providers submit claims to ComPsych for EAP services:<br>ComPsych Corporation<br>455 N. Cityfront Plaza Dr.,<br>13 <sup>th</sup> floor<br>Chicago, IL 60611 | ComPsych Corporation<br>455 N. Cityfront Plaza Dr.,<br>13 <sup>th</sup> floor<br>Chicago, IL 60611                                                                                      | N/A                                                                                                           |
| <b>Fidelity</b><br>(FSAs and HRA)                                                                                                                          | Fidelity Investments<br>Fidelity Flexible Spending and Reimbursement Accounts<br>PO Box 2703<br>Fargo, ND 58108                                                 | Fidelity Investments<br>Fidelity Flexible Spending and Reimbursement Accounts<br>PO Box 2703<br>Fargo, ND 58108<br><br>There are no appeal rights for Dependent Care FSA claim denials. | N/A                                                                                                           |
| <b>MetLife</b><br>(Group Legal)                                                                                                                            | MetLife Legal Plans, Inc.<br>1111 Superior Avenue<br>Cleveland, OH 44114-2407                                                                                   | MetLife Legal Plans, Inc.<br>1111 Superior Avenue<br>Cleveland, OH 44114-2407                                                                                                           | N/A                                                                                                           |

GENERAL PLAN ADMINISTRATION

| CLAIMS ADMINISTRATOR                                                                         | CLAIMS                                                                                                                              | LEVEL 1 APPEALS                                                                                                                                                                                | LEVEL 2 APPEALS |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Benefit Plans Administrative Committee</b><br>Administrative Claims                       | Plan Administrator -<br>Northrop Grumman Health Plan<br>Northrop Grumman Corporation<br>P.O. Box 77003<br>Cincinnati, OH 45277-1060 | For Eligible Administrative Claims:<br>Benefit Plans Administrative Committee -<br>Northrop Grumman Health Plan<br>Northrop Grumman Corporation<br>P.O. Box 77003<br>Cincinnati, OH 45277-1060 | N/A             |
| <b>Benefit Plans Administrative Committee</b><br>Rescissions of Coverage for Health Coverage | N/A                                                                                                                                 | Benefit Plans Administrative Committee -<br>Northrop Grumman Health Plan<br>Northrop Grumman Corporation<br>P.O. Box 77003<br>Cincinnati, OH 45277-1060                                        | N/A             |

For all other claims administrators, refer to your medical plan ID card for contact information.

## Additional Information About the Appeals Process (Other than LTD and STD Appeals)

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, including the name of any medical or vocational expert whose advice was obtained in connection with your initial claim
- Have all relevant information considered on appeal, even if it wasn't submitted or considered in your initial claim.

To the extent required by law, in the case of appeals of medical, dental, vision, EAP, HRA, and Health Care FSA benefit claims:

- The decision on the appeal will be made by a person or persons at the claim administrator who is not the person who made the initial claim decision and who is not a subordinate of that person
- The decision will be made in a manner designed to ensure the independence and impartiality of the persons involved in making the decision
- In making the decision on the appeal, the claims administrator will give no deference to the initial claim decision
- If the determination is based in whole or in part on a medical judgment, the claims administrator will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional will not be the same individual who was consulted (if one was consulted) with regard to the initial claim decision and will not be a subordinate of that person. The claims administrator will identify the medical or vocational experts whose advice was obtained on behalf of the Plan.

In the case of health (excluding dental, vision, EAP, and Health Care FSA claims):

- If the claims administrator considers, relies upon or generates new or additional evidence in the process of considering your claim, such evidence will be provided to you as soon as possible in advance of the date by which the claims administrator is required to provide notice of its final decision on appeal
- If the claims administrator intends to issue an adverse final decision on appeal (deny your appeal in whole or part) based on a new or additional rationale, the claims administrator will provide you with the rationale as soon as possible in advance of the date by which the claims administrator is required to provide notice of its final decision on appeal

If benefits are still denied on appeal, you will receive a written notice of the denial. The notice will contain, to the extent required by law:

- The specific reasons for the decision
- Reference to the specific Plan provisions on which the decision was based
- If a health (excluding dental, vision, EAP and FSA) claim, information sufficient to identify the claim involved, including the date of the service, name of the health care provider, and claim amount (if applicable), and a statement describing the availability, upon request, of the diagnosis and treatment codes (along with their corresponding meanings)
- If a health (excluding dental, vision, EAP and FSA) claim, the denial code (if applicable) and its corresponding meaning, as well as a description of the standard, if any, that was used in denying the appeal, including a discussion of the decision
- If a health (excluding dental, vision, EAP and FSA) claim or Rescission of Coverage, a description of any available external review process and how to initiate an external review
- 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 (ERISA)** for details.)
- If a health (excluding dental, vision, EAP and FSA) claim, a statement disclosing the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman that can assist you with the internal claims and appeals and external review processes

Depending on the type of claim, the notice that you receive from the final review level will also contain the following information, to the extent required by law:

- If the denial is based on an internal rule, guideline, or protocol, the denial will say so and state that you can obtain a copy of the rule, free of charge upon request
- If the denial is based on an exclusion applicable to medical necessity or experimental treatment or similar exclusion, the denial will explain the scientific or clinical judgment for determination, applying the terms of the Plan to the medical circumstances, or state that such an explanation will be provided upon request, free of charge

## EXTERNAL REVIEW

If your appeal relating to a health claim (excluding dental, vision, EAP and FSA claims) is denied after the final level of appeal, you may have the right to request an external review. External review is available if the denial involves medical judgment (such as requirements for medical necessity, appropriateness, health care setting, and level of care, effectiveness, or a determination that a treatment is experimental or investigational) or for a medical claim or air ambulance claim required to be subject to external review under the No Surprises Act. External review is not available for medical claims that involve only contractual or legal interpretation without any use of medical judgment. Denials

of appeals of Rescissions of Coverage are also eligible for external review. Denials of Benefit Claims based on a determination that you were not covered under the Plan or that you were not eligible for coverage under the Plan at the time you incurred the medical claim, and Administrative Claims are not eligible for external review. The U.S. Department of Labor or other appropriate federal agency may further limit or broaden the scope of external appeals. The Plan will provide an external appeals process in accordance with any such additional guidance.

Your request for external review must be filed in accordance with the instructions contained in your appeal denial notice and must be received no later than four months after the date you receive the appeal denial notice. If there is no corresponding date four months after the date of the appeal denial notice, then the request must be filed by the first day of the fifth month following receipt of the notice. For example, if the date of the denial notice is October 30, because there is no February 30, the request must be filed by March 1. If the last filing date would fall on a Saturday, Sunday, or Federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday, or Federal holiday.

Within five business days after receiving your external review request, the claims administrator will complete a preliminary review to determine whether your request is complete and eligible for external review. That preliminary review will determine: whether you were covered under the Plan at the time the item or service was requested or provided; whether the final denial of your appeal related to your failure to meet the Plan's eligibility requirements; whether you exhausted the Plan's internal appeal process (or are not required to exhaust the process); and whether you have provided all the information and forms required to process an external review. Within one business day after the claims administrator completes its preliminary review, it will issue you a written notification. If your request is complete, but not eligible for external review, the notification will include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration. If your request is not complete, the notification will describe the information or materials needed to make the request complete and you will be allowed to perfect your request for external review within the original four month filing period or, if later, the 48-hour period following your receipt of the notification.

If your request for external review is complete and eligible, the claims administrator will assign a qualified independent review organization (IRO) to conduct the external review and within five business days after making the assignment will provide the IRO with the documents and information the claims administrator considered in making its final appeal denial.

The IRO will review all of the information and documents received and will not be bound by any decisions or conclusions reached by the claims administrator during the Plan's internal claim and appeal process. The IRO may also consider the following in reaching its decision: your medical records; the attending health care professional's recommendation; reports from the appropriate health care professionals and other documents submitted by the claims administrator, you or your treating provider; the terms of the Plan, to ensure that the IRO's decision is not contrary to the terms of the Plan; appropriate practice guidelines; any applicable clinical review criteria developed and used by the Plan; and the opinion of the IRO's clinical reviewer(s).

The IRO will provide written notice to you and the claims administrator of the final external review decision within 45 days after the IRO receives the request for external review. The IRO's notice will contain, to the extent required by law: a general description of the reason for the request for external review, including information sufficient to identify the claim, the diagnosis code and its corresponding meaning, the treatment code and its corresponding meaning and the reason for the previous denial; the date the IRO received the assignment and the date of the IRO's decision; references to the evidence or documentation considered in reaching its decision, including the specific coverage provisions and evidence-based standards; a discussion of the principal reason or reasons for its decision, including the rationale for its decision and any evidence-based standards that were relied on in making its decision; a statement that the determination is binding except to the extent that other remedies may be available under State or Federal law to either the Plan or you; a statement that judicial review may be available to you; and, if applicable, current contact information for any applicable office of health insurance consumer assistance or ombudsman.

Under the following circumstances, you may be eligible to file for an expedited external review:

- If you receive a claim denial that involves a medical condition for which the timeframe for completion of an expedited internal appeal with the claims administrator would seriously jeopardize your life or health, or that would jeopardize your ability to regain maximum function, and you have filed a request for an expedited internal appeal; or
- If you receive a final claim denial from the claims administrator and:
  - you have a medical condition for which the timeframe for completion of a standard external appeal would seriously jeopardize your life or health, or would jeopardize your ability to regain maximum function; or
  - if the final claim denial concerns an admission, availability of care, continued stay, or health care item or service for which you have received emergency services but have not been discharged from a facility.

Immediately upon receipt of the request for an expedited external review, the claims administrator will complete a preliminary review of your request in order to determine your eligibility for an external review. Immediately after completion of the preliminary review, the claims administrator will issue you a written notification of your eligibility for an external review. If your request is complete but not eligible for external review, the notice will include the reasons for ineligibility. If your request is incomplete, the notice will describe the information or materials needed to make the request complete and you will have an opportunity to complete the request.

Upon a determination that a request is eligible for an expedited external review, the claims administrator will assign an IRO for review and transmit all necessary documents and information to the IRO. The IRO will provide notice to you and the claims administrator of the final external review decision as expeditiously as possible, but in no event later than 72 hours after the IRO receives the request for the expedited external review. The notice will contain the information described above.

## 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 and you exhaust the internal claims and appeals process. 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 (except in the case of an LTD claim which must be brought within 3 years from the time proof of claim is required). A cause of action “accrues” when you know or should know that the claims administrator, the Plan Administrator, or Northrop Grumman as Plan Sponsor has clearly denied or otherwise repudiated your claim.

- **Example 1:** If your claim for payment of a medical expense (other than an urgent claim) is denied after a second level of appeal, the 12-month period begins on the date of the denial of the second level of appeal.
- **Example 2:** If your urgent claim is denied, and you file suit after the first level appeal, the 12-month period begins on the date of the denial of the first level appeal. If you file a voluntary level 2 appeal of an urgent claim denial, the 12-month period begins on the date of the denial of the level 2 appeal.
- **Example 3:** If you are in the first year of a medical leave of absence, under current Plan terms, your medical, dental and vision benefits could continue at active employee rates for up to one year. If Northrop Grumman amends the Plan so that coverage at active employee rates continues for six months, then Northrop Grumman has clearly denied your right to continued coverage at active employee rates after that six-month period ends, and the 12-month period for filing a lawsuit begins when the amendment is first communicated to Plan participants. Note that if you file a claim regarding the amendment and follow the procedure through the second level of appeal, the 12-

month period for filing a lawsuit will begin on the date of the denial of the second level of appeal.

# 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 plans.

## What ERISA Means to You

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

ERISA does not require any company to offer an employee 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 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 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 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 plan, or employees who make decisions about funding plan benefits. They also may include outside investment advisors, trustees, and certain others.

## 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 and plan descriptions, 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 summary plan description. The plan administrator may charge a reasonable fee for the copies. Requests for documents should be submitted to the NGBC at: PO Box 770003, Cincinnati, OH 45277-0071.

- 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 qualifying event. You or your dependents may have to pay for such coverage. Review **COBRA Continuation Of Coverage** and the documents governing the plan for the rules governing your COBRA continuation of coverage rights.
- Receive a reduction or elimination of the exclusionary periods of coverage for preexisting conditions under your group health plan.

In addition to creating rights for plan participants, ERISA imposes duties on the plan fiduciaries — the people responsible for operating the plan. 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 other person, may fire you or otherwise 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. 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.

As described earlier, the Plan prohibits assignments of self-insured benefits. 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, including your health care provider. 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 claims administrator may issue payments directly to your providers for covered services you receive (whether or not pursuant to an authorization). The claims administrator's doing so, however, does not create an assignment of benefits and it will not constitute a waiver of the application of this provision.

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 as appeals process. In order to appoint an authorized representative, you must follow the process described previously. Signing a provider form will not be sufficient.

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.

# HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

## What Is HIPAA?

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that sets standards for employee plans —specifically related to your ability to obtain new coverage, the opportunity to select or change coverage after certain qualified life events, and health information privacy.

## Special Enrollment Periods Provided Under HIPAA

If you waive medical coverage for yourself or your spouse or eligible dependents during enrollment because you or they have other health insurance coverage, and then you or they lose that coverage, you **may** be able to enroll yourself or your dependents in a Northrop Grumman medical plan option before the next annual enrollment. Specifically, you may enroll in a Northrop Grumman medical plan option within 31 days of the date you or your dependents:

- Lose eligibility for coverage under another group health plan,
- Lose the employer contribution toward another group plan's coverage, or
- Exhaust COBRA coverage (your COBRA coverage ends, but not because you failed to make the premium payment or because employer-subsidized COBRA has ended).
- Once you enroll, your coverage is effective retroactive to the date you lost coverage.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption. Coverage for new dependents due to marriage will be effective no later than the first month following the date of enrollment. Coverage for new dependents as a result of birth, adoption, or placement for adoption will be effective on the date of the event.

You may elect medical, dental and/or vision coverage at a time other than the annual enrollment period in the following situations:

- If you (and/or your eligible dependent) are not enrolled in medical, dental and/or vision coverage and are covered under a Medicaid plan under title XIX of the Social Security Act or under a State child health plan under title XXI of the Social Security Act and your (and/or your eligible dependent's) coverage under that Medicaid or State child health plan terminates because you (and/or your dependent) lose eligibility for that coverage, you may elect medical, dental and/or vision coverage if you request enrollment within 60 days after coverage under the Medicaid plan or State child health plan terminates.
- If you (and/or your eligible dependent) are not enrolled in medical, dental and/or vision coverage and become eligible for assistance with the cost of medical, dental and/or vision coverage under a Medicaid plan under title XIX of the Social Security Act or under a State child health plan under title XXI of the Social Security Act, you may elect medical, dental and/or vision coverage if you request enrollment within 60 days after the date you (and/or your eligible dependent) are determined to be eligible for such assistance.

In the case of both of the above special enrollment events, coverage will be effective as of the date specified in regulations or other guidance issued by the Internal Revenue Service or U.S. Department of Labor.

## HIPAA Privacy Rights

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 Health 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 components of the Plan that are subject to the HIPAA privacy rules are the medical, dental, vision, employee assistance program (EAP), health reimbursement account (HRA), and the health care flexible spending account (HCFSA) components of the Plan. All other components of the Plan are not subject to the HIPAA privacy rules.

Protected health information includes all individually identifiable health information held by the components of the Northrop Grumman Health Plan subject to the HIPAA privacy rules — whether received in writing, in an electronic medium, or as an oral communication. Enrollment information collected by Northrop Grumman or the Plan's recordkeeper is employer information and not protected health information subject to HIPAA.

### PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

The 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 Health Plan has been amended to permit authorized Northrop Grumman workforce members to use and disclose protected health information for functions permissible under HIPAA. This means that the Northrop Grumman Health Plan, or its health insurer or HMO, may disclose your health information without your written authorization to Northrop Grumman workforce members for plan administration purposes, and that authorized Northrop Grumman workforce members may use or disclose your health information to administer benefits under the Plan. Authorized Northrop Grumman workforce members may not 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 workforce members who will have access to your health information for plan administration and other functions permissible under HIPAA:

- 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 his or her designee)

Here's how additional information may be shared between the Northrop Grumman Health Plan and authorized Northrop Grumman workforce members, as allowed under the HIPAA rules:

- The Northrop Grumman Health Plan, or its Insurer or HMO, may disclose "summary health information" to authorized Northrop Grumman workforce members 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 has been removed.
- The Northrop Grumman Health Plan, or its Insurer or HMO, may disclose to authorized Northrop Grumman workforce members 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 workforce members 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: for example, if 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.

## DEFAULT PROCEDURE

For self-insured medical benefits administered by Anthem, it is the Plan's procedure, upon request for assistance, to disclose your health information to your spouse or your domestic partner (if applicable), and his or her health information to you, and to disclose the health information of your over-age enrolled dependent (for example, your child who is over age 21) to you or your spouse or your domestic partner (if applicable), unless the person whose health information would otherwise be disclosed chooses to opt out of this default procedure. You may request the Plan not share your health information with your spouse or your domestic partner (if applicable) by opting out of this default procedure. To opt out, you must contact Anthem at 800-894-1374. Your spouse, domestic partner (if applicable) and/or your over-age enrolled dependent may also opt out of this procedure by contacting the Anthem. Once an individual has opted out of this default, the Plan generally will not disclose any of his or her health information to family members, unless some other part of the HIPAA regulations permits or requires it (for example, that individual becomes incapacitated). Any individual may change his or her opt-out election at any time by contacting Anthem.

## YOUR RIGHTS UNDER HIPAA

You have the following rights with respect to your health information the Northrop Grumman Health 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 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 (for example, 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

### Note about 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.

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.

# COBRA CONTINUATION OF COVERAGE

## What Is COBRA?

According to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, you and your enrolled family members are eligible to pay for continued group health care coverage if you lose your benefits under certain circumstances, including termination of employment (unless due to gross misconduct). Continued coverage rights apply only to health care coverage (medical, dental, vision, and health care flexible spending account), not to other types of benefits (Dependent Day Care Flexible Spending Account, life insurance and long-term disability insurance).

You and your enrolled family members will be considered qualified beneficiaries and can continue coverage for a maximum of 18, 29, or 36 months, depending on the reason your coverage ended, as shown in the chart below. If multiple circumstances occur, the maximum period is a total of 36 months. For the Health Care Flexible Spending Account (FSA), you can continue participation until the end of the plan year in which you lose your benefits.

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 normally have 45 days from your COBRA election to make the first premium payment, and subsequent monthly payments must be made within a 31-day grace period that starts at the beginning of each coverage month. If you do not make a timely election, COBRA rights are waived.

If you elect COBRA continuation:

- Initially, you and your dependents will keep the same type of plan coverage you were enrolled in under the Northrop Grumman Health Plan while an active employee
- You may keep the same coverage category you had as an active employee or choose a different category. For example, if your spouse and all of your dependents were enrolled under the Northrop Grumman medical plan, you could choose to enroll all, some or none under COBRA.
- Coverage is effective on the date of the event that qualified you for COBRA coverage, unless you waive COBRA coverage and subsequently revoke your waiver within the 60-day election period. In that case, your coverage begins on the date you revoke your waiver.
- You may change plan coverage and coverage category (including adding eligible dependents) during the annual enrollment period or if you have a qualified life event
- You may add newly acquired dependents during the plan year
- You can enroll your newly eligible spouse or child under the same guidelines that apply to active employees

If you or a covered dependent is Medicare eligible, the Plan will pay secondary to Medicare for that individual, regardless of whether the individual enrolls in Medicare Parts A and/or B.

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

## COBRA Continuation Period

| QUALIFYING EVENT                                                                                                                         | MAXIMUM CONTINUATION PERIOD |           |           |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------|-----------|
|                                                                                                                                          | EMPLOYEE                    | SPOUSE    | CHILD     |
| You lose coverage because you reduce your work hours or take unpaid leave                                                                | 18 months                   | 18 months | 18 months |
| You terminate employment for any reason (except gross misconduct)                                                                        | 18 months                   | 18 months | 18 months |
| You or your dependent is disabled (as defined by Title II or XVI of the Social Security Act) during the first 60 days after COBRA begins | 29 months                   | 29 months | 29 months |
| You die                                                                                                                                  | N/A                         | 36 months | 36 months |
| 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 former Northrop Grumman employee, 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 providing the NGBC with notice of the new child's birth, adoption or placement for adoption. This notice must be provided within 31 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 of COBRA

COBRA participants pay monthly premiums for their coverage on the following basis:

- For health care coverage (medical, dental, vision, and EAP), premiums are based on the full group rate per enrolled person set at the beginning of the 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 a single employee.
- Health Care Flexible Spending Account (FSA) contributions can be continued through the end of the plan year on an after-tax basis.

If you or your enrolled dependent is disabled, as defined by Social Security, COBRA premiums for months 19 through 29 may be increased to reflect 150% of the full group cost per person.

## Notification

You are notified by mail of your COBRA election rights and enrollment instructions when you qualify due to a reduction in hours or termination of employment (other than for gross misconduct). Your spouse and dependent children are notified of their COBRA election rights when they lose health coverage under the Plan as a result of your death or Medicare entitlement.

If your dependents lose coverage due to divorce 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. Also, to extend coverage beyond 18 months because of disability, you must provide notice of the Social Security Administration's determination during the initial 18-month period and within 60 days of the date you receive your determination letter.

## Your Duties Upon a Second Qualifying Event

If an employee or covered family member experiences a second qualifying event that would entitle him or her to additional months of continuation coverage, he or she must notify the NGBC. This notice must be provided in writing and must include the name of the employee, the name of the qualified beneficiary receiving COBRA coverage, and the type and date of second qualifying event.

This notice must be provided within 60 days from the date of the second qualifying event (or, if later, the date coverage would normally be lost because of the second qualifying event). In addition, the employee or covered family member may also be required to provide a copy of a death certificate, divorce decree, separation agreement, and dependent child(ren)'s birth certificate(s).

When the NGBC is notified that one of these events has happened, the covered family member will automatically be entitled to the extended period of continuation coverage. If an employee or covered family member fails to provide the appropriate notice and supporting documentation to the NGBC during this 60-day notice period, the covered family member will not be entitled to extended continuation coverage.

## Special Rules for Disability

If the qualifying event is a termination of employment or reduction in hours of employment, the 18-month COBRA continuation period may be extended to 29 months if a qualified beneficiary is determined by Social Security to be disabled at any time before the 60th day of the COBRA continuation period. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. This 11-month extension is available to all individuals who are qualified beneficiaries due to a termination or reduction in hours of employment. To be granted this extension, the qualified beneficiary must, before the end of the 18-month period: (1) notify the Plan Administrator of such disability determination by the later of (a) 60 days after coverage is lost due to the qualifying event, (b) 60 days after the qualifying event, or (c) 60 days after the Social Security Administration determines the individual to be disabled; and (2) provide a copy of the determination of disability notification from the Social Security Administration.

You must notify the Plan Administrator of any final determination by the Social Security Administration that a qualified beneficiary is no longer disabled, within 30 days of such determination.

The cost for this 11-month extension will be:

- 150% of the applicable premium for all qualified beneficiaries if the disabled qualified beneficiary is covered; or
- 102% of the applicable premium if only non-disabled qualified beneficiaries are covered.

## Medicare

If you experience a qualifying event due to termination of employment or reduction of hours within 18 months after you have enrolled in Medicare, your spouse and dependent children who are qualified beneficiaries may elect COBRA for medical and/or dental/vision coverage for up to 36 months measured from the date of your Medicare enrollment.

## Trade Reform Act of 2002

The Trade Reform Act of 2002 created a special COBRA right applicable to employees who have been terminated or experienced a reduction of hours and who qualify for a “trade readjustment allowance” or “alternative trade adjustment assistance.” These individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance coverage, including COBRA continuation coverage. These individuals are also entitled to a second opportunity to elect COBRA coverage for themselves and certain family members (if they did not already elect COBRA coverage). This election must be made within the 60-day period that begins on the first day of the month in which the individual becomes eligible for assistance under the Trade Reform Act of 2002. However, this election may not be made more than six months after the date the individual’s group health plan coverage ends.

### 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 website at [dol.gov/ebsa](http://dol.gov/ebsa).

## When COBRA Ends

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

- You or your dependent becomes covered under another group health plan not offered by Northrop Grumman after the date of your COBRA election (unless the Plan has pre-existing condition limitations that affect the enrolled person)
- You or your dependent first becomes enrolled in Medicare after the date of your COBRA election (if you or your dependent is not entitled to or enrolled in Medicare, you or your dependent can continue coverage under COBRA until the maximum continuation period ends)
- You or 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. If your 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 you fail to make the applicable payment by May 31, your coverage will be terminated retroactive to April 30. After your initial 18-month period, you or your dependent ceases to be considered disabled for Social Security purposes and is not otherwise eligible for a longer continuation coverage period.
- Northrop Grumman ceases to provide medical benefits to any employee

## COBRA and FMLA

For purposes of a Family and Medical Leave Act (FMLA) leave, you will be eligible for COBRA, as described above, only if:

- You or your dependent is covered by the Plan on the day before the leave begins (of you or your dependent becomes covered during the FMLA leave); and
- You do not return to employment at the end of the FMLA leave.

A leave that qualifies under the Family and Medical Leave Act (FMLA) does not make you eligible for COBRA coverage. However, regardless of whether you lose coverage because of nonpayment of premium during an FMLA leave, you are still eligible for COBRA on the last day of the FMLA leave if you decide not to return to active employment. Your COBRA continuation coverage will begin on the earliest of the following to occur:

- When you definitively inform Northrop Grumman that you are not returning at the end of the leave, or
- The end of the leave, assuming you do not return to work.

## Keep Your Plan Informed of Address Changes

In order to protect your and your family's rights, you should update your address in Workday (or contact the HRSC) 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.

# UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)

If you have taken leave to perform service in the uniformed services, you may also qualify to purchase continuation coverage for yourself and any covered dependents pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Continuation coverage rights under USERRA are similar to COBRA continuation coverage rights.

In order to qualify for USERRA continuation coverage, you must be performing duty on a voluntary or involuntary basis in a uniformed service (see below) under competent authority. Service includes active duty, active and inactive duty for training, National Guard duty under federal law and a period for which you are absent for an examination to determine your fitness to perform those duties. Service also includes a period for which you are absent to perform funeral honors duty as authorized by law and services as an intermittent disaster-response appointee of the National Disaster Medical System. Uniformed services means the following: Armed Forces; Army National Guard; Air National Guard when engaged in active duty for training, inactive duty training, or fulltime National Guard duty; the commissioned corps of the Public Health Service; and any other category of persons designated by the president in time of war or national emergency.

## Duration of Coverage

If you qualify to continue coverage under USERRA, you may continue coverage for yourself and any covered dependents for whom you elect coverage for up to 24 months from the date your coverage would end because of your leave. Your USERRA coverage will end earlier than the end of the 24-month period if:

- You fail to pay the required premiums on a timely basis as described in the **COBRA Continuation Of Coverage** section of this summary plan description and the COBRA election and payment materials that will be provided to you when you experience a COBRA qualifying event
- You fail to return to work within the time required under USERRA
- You lose your USERRA rights because you are dishonorably discharged or because of other conduct specified in USERRA

COBRA coverage and USERRA coverage begin at the same time and run concurrently. As noted in the **COBRA Continuation Of Coverage** section, COBRA coverage can continue for up to 18 months and is subject to extension and early termination in certain circumstances that do not apply under USERRA.

If you elect COBRA coverage on a timely basis and are eligible for USERRA continuation coverage, your COBRA election will also be treated as an election of USERRA. All of the rules and procedures regarding COBRA coverage apply to USERRA coverage, except that the deadline for electing continuation coverage will not apply to USERRA coverage if under the circumstances it was unreasonable or impossible for you to make a timely election of coverage (for example, emergency military deployment). Also, if your military leave is for less than 31 days, you will be required to pay only the normal employee contribution for the level of coverage you continue.

### Keep in Mind

If you qualify for USERRA leave, you most likely will be entitled to benefits continuation as described in the section titled **If You Take a Leave of Absence**.

GENERAL PLAN  
ADMINISTRATION

## FUTURE OF THE PLAN

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

Amendments to or termination of the Plan may apply to active, inactive or former employees. A Plan change may transfer Plan assets to another plan, or split the 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 shall be duly authorized by the committee or person(s) authorized to take such action. 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 all or part of the Plan is terminated, you have no further rights other than payment of claims for eligible expenses that you incurred before the Plan or portion of the Plan terminated. The amount and form of any final benefit you may receive under the Plan depend on Plan assets, any contract or insurance provisions affecting the Plan, and decisions made by Northrop Grumman.

If the 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 processed in accordance with Plan terms.

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

|                                             |                                                                                                                                                                                                                                                      |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Employer/Plan Sponsor</b>                | Northrop Grumman Corporation<br>2980 Fairview Park Drive<br>Falls Church, VA 22042                                                                                                                                                                   |
| <b>Employer Identification Number (EIN)</b> | 80-0640649                                                                                                                                                                                                                                           |
| <b>Type of Plan</b>                         | Welfare plan                                                                                                                                                                                                                                         |
| <b>Type of Administration</b>               | Insured and self-insured                                                                                                                                                                                                                             |
| <b>Plan Administrator</b>                   | Benefit Plans Administrative Committee<br>Northrop Grumman Health Plan<br>Northrop Grumman Corporation<br>2980 Fairview Park Drive<br>Falls Church, VA 22042                                                                                         |
| <b>Agent for Service of Legal Process</b>   | Northrop Grumman Corporation<br>c/o Corporate Secretary<br>Northrop Grumman Corporation<br>2980 Fairview Park Drive<br>Falls Church, VA 22042<br>Service of process may also be made to the plan trustee or the Plan Administrator identified below. |
| <b>Plan Year</b>                            | January 1 to December 31                                                                                                                                                                                                                             |
| <b>Plan Name and Number</b>                 | The Northrop Grumman Health Plan is a component plan under the Northrop Grumman Corporation Group Benefits Plan; plan 501                                                                                                                            |

## Specific Plan Facts

| MEDICAL PLAN                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Insured by:</b>               | Northrop Grumman self-insures Plan 1: High Premium/Low Deductible, Plan 2: Medium Premium/Medium Deductible, Plan 3: Low Premium/High Deductible, Plan 4: Medium Premium/Deductible Utah Extended Network, Baltimore Premium Plus Plan, Baltimore Premium Plan, Baltimore Value Plan, Sunnyvale Premium Plan, and Sunnyvale Value Plan medical plan options. All medical plan options administered by Anthem utilize the Utah state benchmark plan for purposes of identifying essential health benefits. All other medical plan options are fully insured under contracts with insurers. |
| <b>Claims administered by:</b>   | Refer to the claims administrators and addresses provided in the chart under Claims and Appeals Contact Information in the Claims section.<br><br>For all other plan options, refer to your medical ID card for claims administration details.                                                                                                                                                                                                                                                                                                                                            |
| <b>Trustee:</b>                  | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Sources of contributions:</b> | Depending on the benefits selected by the employee, the cost of benefits will either be covered by contributions from Northrop Grumman or shared by Northrop Grumman and the employee.                                                                                                                                                                                                                                                                                                                                                                                                    |

## PRESCRIPTION DRUG PLAN IN THE MEDICAL PLAN OPTIONS

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Insured by:</b>             | <p>Northrop Grumman self-insures the prescription drug benefits in the Plan 1: High Premium/Low Deductible, Plan 2: Medium Premium/Medium Deductible, Plan 3: Low Premium/High Deductible, Plan 4: Medium Premium/Deductible Utah Extended Network, Baltimore Premium Plus Plan, Baltimore Premium Plan, Baltimore Value Plan, Sunnyvale Premium Plan, and Sunnyvale Value Plan medical plan options.</p> <p>Prescription drug benefits under all other medical plan options are provided under contracts between the medical plan and prescription drug providers.</p>                                                                                                                                                                                                                                                                                                                                                                |  |
| <b>Claims administered by:</b> | <p>For prescription drug benefits in the Plan 1: High Premium/Low Deductible, Plan 2: Medium Premium/Medium Deductible, Plan 3: Low Premium/High Deductible, Plan 4: Medium Premium/Deductible Utah Extended Network, Baltimore Premium Plus Plan, Baltimore Premium Plan, Baltimore Value Plan, Sunnyvale Premium Plan, and Sunnyvale Value Plan medical plan options, claims are administered by:</p> <p>CVS/caremark (initial claim determinations)<br/> Claims Department<br/> P.O. Box 52136<br/> Phoenix, AZ 85072-2136</p> <p>CVS/caremark (appeals determinations)<br/> Appeals Department<br/> MC 109<br/> P.O. Box 52084<br/> Phoenix, AZ 85072-2084</p> <p>For all other plan options, refer to the claims administrators and addresses provided in the chart found under Claims and Appeals Contact Information in the Claims section of this SPD, or refer to your medical ID card for claims administration details.</p> |  |
| <b>Trustee:</b>                | <p>State Street Bank and Trust Company<br/> Master Trust Division<br/> 1200 Crown Colony Drive<br/> Quincy, MA 02169</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>Funded by<sup>1</sup>:</b>  | <p>Northrop Grumman and participant contributions</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |

## DENTAL PLAN

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                  |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <b>Insured by:</b>             | <p>The dental plan options are self-insured by Northrop Grumman, with the exception of the CIGNA Dental Care Access plan option (formerly, CIGNA DHMO) and the CIGNA Global Dental plan available to eligible expatriates. These plan options are insured by the following entities:</p> <p>CIGNA Dental Health<br/> P.O. Box 189060<br/> Plantation, FL 33318-9060<br/> 800-244-6224</p> <p>CIGNA Global<br/> Cigna International<br/> PO Box 15964<br/> Wilmington, Delaware 19850<br/> 800-441-2668</p> |                                                                                                  |
| <b>Claims administered by:</b> | <p>Delta Dental of California<br/> P.O. Box 997330<br/> Sacramento, CA 95899-7330<br/> 415-972-8300</p>                                                                                                                                                                                                                                                                                                                                                                                                    | <p>CIGNA Dental Health<br/> P.O. Box 189060<br/> Plantation, FL 33318-9060<br/> 800-244-6224</p> |
| <b>Trustee:</b>                | <p>State Street Bank and Trust Company<br/> Master Trust Division<br/> 1200 Crown Colony Drive<br/> Quincy, MA 02169</p>                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                  |
| <b>Funded by<sup>1</sup>:</b>  | <p>Northrop Grumman and participant contributions</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                  |

| VISION PLAN                                                                                           |                                                                                                             |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Insured by:</b>                                                                                    | Vision Service Plan                                                                                         |
| <b>Claims administered by:</b>                                                                        | Vision Service Plan<br>3333 Quality Drive<br>Rancho Cordova, CA 95670<br>800-877-7195                       |
| <b>Trustee:</b>                                                                                       | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169 |
| <b>Funded by<sup>1</sup>:</b>                                                                         | Northrop Grumman and participant contributions                                                              |
| EMPLOYEE ASSISTANCE PROGRAM (EAPI)                                                                    |                                                                                                             |
| <b>Insured by:</b>                                                                                    | ComPsych Corporation                                                                                        |
| <b>Claims administered by:</b>                                                                        | ComPsych Corporation<br>455 N. Cityfront Plaza Dr., 13 <sup>th</sup> Fl.<br>Chicago, IL 60611               |
| <b>Trustee:</b>                                                                                       | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169 |
| <b>Funded by<sup>1</sup>:</b>                                                                         | Northrop Grumman                                                                                            |
| BASIC AND OPTIONAL LIFE INSURANCE AND BASIC AND OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE |                                                                                                             |
| <b>Insured by:</b>                                                                                    | MetLife<br>200 Park Avenue<br>New York, NY 10168                                                            |
| <b>Claims administered by:</b>                                                                        | MetLife<br>Group Life Claims<br>P.O. Box 6100<br>Scranton, PA 18505-6100                                    |
| <b>Trustee<sup>2</sup>:</b>                                                                           | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169 |
| <b>Funded by<sup>1</sup>:</b>                                                                         | For basic: Northrop Grumman; for optional: participant contributions                                        |
| BUSINESS TRAVEL ACCIDENT INSURANCE                                                                    |                                                                                                             |
| <b>Insured by:</b>                                                                                    | AIG (National Union Fire Insurance Company of Pittsburgh, PA)<br>PO Box 25987<br>Shawnee Mission, KS 66225  |
| <b>Claims administered by:</b>                                                                        | LINA (Life Insurance Company of North America)<br>P.O. Box 25987<br>Shawnee Mission, KS 66225               |
| <b>Trustee<sup>2</sup>:</b>                                                                           | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169 |
| <b>Funded by<sup>1</sup>:</b>                                                                         | Northrop Grumman                                                                                            |
| GROUP LEGAL PLAN                                                                                      |                                                                                                             |
| <b>Insured by:</b>                                                                                    | MetLife Legal Plans, Inc.                                                                                   |

|                                |                                                                                                             |
|--------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Claims administered by:</b> | MetLife Legal Plans, Inc<br>1111 Superior Avenue, Suite 800<br>Cleveland, OH 44114<br>(800) 438-6388        |
| <b>Trustee<sup>2</sup>:</b>    | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169 |
| <b>Funded by<sup>1</sup>:</b>  | Participant contributions                                                                                   |

#### CRITICAL ILLNESS

|                                |                                                                                                             |
|--------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Insured by:</b>             | MetLife Legal Plans, Inc.                                                                                   |
| <b>Claims administered by:</b> | MetLife Legal Plans, Inc<br>1111 Superior Avenue, Suite 800<br>Cleveland, OH 44114<br>(800) 438-6388        |
| <b>Trustee<sup>2</sup>:</b>    | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169 |
| <b>Funded by<sup>1</sup>:</b>  | Participant contributions                                                                                   |

#### ACCIDENT

|                                |                                                                                                             |
|--------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Insured by:</b>             | MetLife Legal Plans, Inc.                                                                                   |
| <b>Claims administered by:</b> | MetLife Legal Plans, Inc<br>1111 Superior Avenue, Suite 800<br>Cleveland, OH 44114<br>(800) 438-6388        |
| <b>Trustee:</b>                | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169 |
| <b>Funded by<sup>1</sup>:</b>  | Participant contributions                                                                                   |

#### HOSPITAL INDEMNITY

|                                |                                                                                                             |
|--------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Insured by:</b>             | MetLife Legal Plans, Inc.                                                                                   |
| <b>Claims administered by:</b> | MetLife Legal Plans, Inc<br>1111 Superior Avenue, Suite 800<br>Cleveland, OH 44114<br>(800) 438-6388        |
| <b>Trustee:</b>                | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169 |
| <b>Funded by<sup>1</sup>:</b>  | Participant contributions                                                                                   |

#### LONG-TERM DISABILITY PLAN

|                    |                                                            |
|--------------------|------------------------------------------------------------|
| <b>Insured by:</b> | American Family Life Assurance Company of Columbus (AFLAC) |
|--------------------|------------------------------------------------------------|

|                                |                                                                                                                                |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>Claims administered by:</b> | American Family Life Assurance Company of Columbus (AFLAC)<br>Administrative Office<br>P.O. Box 1725<br>Grand Rapids, MI 49501 |
| <b>Trustee:</b>                | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169                    |
| <b>Funded by<sup>1</sup>:</b>  | Northrop Grumman                                                                                                               |

#### HEALTH CARE AND DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT PLANS

|                                |                                                                                                                          |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>Insured by:</b>             | Northrop Grumman self-insures the Health Care and Dependent Care Flexible Spending Account Plans.                        |
| <b>Claims administered by:</b> | Fidelity Investments (Fidelity Flexible Spending and Reimbursement Account Services)<br>P.O. Box 2703<br>Fargo, ND 58108 |
| <b>Trustee:</b>                | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169              |
| <b>Funded by<sup>1</sup>:</b>  | Northrop Grumman                                                                                                         |

#### GENERAL PURPOSE AND LIMITED PURPOSE HEALTH REIMBURSEMENT ACCOUNTS PLANS

|                                |                                                                                                                          |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>Insured by:</b>             | Northrop Grumman self-insures the General Purpose and Limited Purpose Health Reimbursement Account Plans                 |
| <b>Claims administered by:</b> | Fidelity Investments (Fidelity Flexible Spending and Reimbursement Account Services)<br>P.O. Box 2703<br>Fargo, ND 58108 |
| <b>Trustee:</b>                | State Street Bank and Trust Company<br>Master Trust Division<br>1200 Crown Colony Drive<br>Quincy, MA 02169              |
| <b>Funded by<sup>1</sup>:</b>  | Northrop Grumman                                                                                                         |

<sup>1</sup> The Northrop Grumman and participant contributions may be held in a type of trust called a Voluntary Employee Beneficiary Association (VEBA).

<sup>2</sup> Northrop Grumman and participant contributions are deposited into the trust, and the trust pays the premiums.