

# Summary Plan Description Technicians

Health Reimbursement Account Plan and  
Retiree Health Account Plan  
(HRA/RHA VEBA)



# Technicians Health Reimbursement Account (Active HRA) and Retiree Health Account (Retiree RHA)

## Section 1. Introduction

### Overview

This Summary Plan Description (“SPD”) describes the United Airlines Technicians Health Reimbursement Account Plan (“Active HRA Plan”) and the United Airlines Technicians Retiree Health Account Plan (the “Retiree RHA Plan”). The Active HRA Plan and the Retiree RHA Plan are referred to individually as a “Plan” and collectively as the “Plans” or the “Program.” Each Plan is sponsored by United Airlines, Inc. (“United” or the “Company”).

This Program was established under the terms of Section 16.G of the Joint Collective Bargaining Agreement between the IBT and the Company ratified on December 5, 2016 (the “CBA”). The Program is designed to provide funded active and retiree accounts for IBT-represented employees to help pay for qualified medical expenses under IRS regulations – including employee contributions for certain types of insurance coverage. The Program covers Technicians and Related Employees and Flight Simulator Technicians and Related Employees covered by the CBA.

The Program is designed to ensure that your account under each Plan is fully protected. Contributions are made to a VEBA Trust, which is a separate legal entity from United. Assets in the VEBA Trust cannot be accessed by United or its creditors under any circumstances. The term “VEBA” refers to a voluntary employees’ beneficiary association, which is a special type of trust established under Section 501(c)(9) of the Internal Revenue Code to provide certain types of health & welfare benefits.

For each compensable hour per pay period, United will contribute \$1.20 to your account in the VEBA Trust. If you are covered by a United medical plan, these contributions will be deposited into your Active HRA. If you are not covered by a United medical plan, the contributions are deposited into your Retiree RHA for future use (*Retiree RHA contributions are unavailable for use until you leave or retire from United*). Contributions to your Active HRA will be available within a few days following each pay day. Determination of where contributions will be deposited (Active HRA or Retiree RHA) is based on your medical plan enrollment on each pay day. When you leave the Company, the balance of your Active HRA will be transferred to your Retiree RHA for your continued use.

This SPD describes generally the types of expenses that can be reimbursed from your Active HRA and your Retiree RHA, as well as generally how you obtain reimbursement. You can visit the Knowledge Center in the YSA portion of Your Benefits Resources (*see the Administration section on the next page for information on how to access*). You’ll find helpful information about how your account operates, including what expenses are eligible under each Plan, and what documentation is required to validate your claim as an eligible expense.

It’s important that you review the information on Your Benefits Resources (YBR), including any FAQs, to get a full understanding of how the Program operates – including how the Program interacts with other account-based plans in which you are enrolled. For example, special rules apply to the order in which accounts are accessed if you are enrolled in the Healthy Rewards PPO with Health Reimbursement Account (HRA), if you are enrolled in the High Deductible Health Plan (HDHP) with Health Savings Account (HSA), or if you are enrolled in the Health Care Flexible Spending Account (Health FSA).

This SPD is intended to provide an overview of the Plan but does not attempt to cover all details. In all cases, your rights and benefits are governed by the terms and conditions of the legal plan document and the CBA, and in the event of a conflict those documents will govern.

## Administration

Most of the Program's administrative functions are carried out by the Your Spending Account (YSA) division of the United Airlines Benefits Center (UABC). YSA maintains account balances, receives and reviews claims for benefits under the Program, makes the initial determination as to whether a claim is properly payable under the terms of the Program, pays claims determined to be properly payable, and performs other administrative services as directed by the Plan Administrator from time to time.

**If you have questions about the information in this SPD or the Program generally – including how to submit a request for reimbursement – you may contact YSA:**

**Web:** Log in through Flying Together → Employee Services → Your Benefits Resources (YBR). From there, you can link through to the Your Spending Account (YSA) Website as needed.

**Phone:** 1-800-651-1007, 7 a.m. to 7 p.m., Central Time, Monday through Friday

**Fax:** 1-888-211-9900 (no cover letter needed.)

**Mail:** Your Spending Account, P.O. Box 785040, Orlando, FL 32878-5040

## Section 2. Contributions to the VEBA Trust

### Contributions Are Held In a VEBA Trust

Contributions to your Active HRA and Retiree RHA are held in a special trust called a "VEBA Trust." The term "VEBA" refers to a voluntary employees' beneficiary association, which is a trust established under Section 501(c)(9) of the Internal Revenue Code to provide certain types of health & welfare benefits. The VEBA Trust is a separate legal entity from United and is therefore protected from United's creditors. Once contributions are made to the VEBA Trust, they cannot be returned to United except in the limited circumstances of a mistaken contribution (for example, in the event a miscalculation of contributions results in an over-contribution by the Company).

An Active HRA and a Retiree RHA will be created for you that will reflect all amounts contributed to the VEBA Trust on your behalf, including any gains or losses. However, your accounts are notional, which means that they represent a share of the pooled assets of the VEBA Trust rather than specific identifiable assets of the VEBA Trust. All benefits payable under the Program will be paid or provided for solely from the assets held in the VEBA Trust, and the Company will have no liability or responsibility other than to make contributions and to perform such other duties as are described in this SPD or the Plan documents. Benefits payable to you or your Spouse, Dependents, and Beneficiaries under the Program are strictly limited by your Active HRA and a Retiree RHA balance, as applicable, on the date payment is processed. Neither the Company nor the IBT nor any other individual or entity other than the VEBA Trust is liable for benefits under the Plan.

### Amount of Contributions

**Contribution Rate = \$1.20/hour, determined as follows:**

Effective April 2, 2017, for each compensable hour of pay each pay period (for work, sick, vacation, or otherwise), United will contribute \$1.20 to your account in the VEBA Trust. This amount is a fixed hourly rate, meaning that it is not adjusted for overtime, license/premium pay, holiday pay, or other pay adjustments. In other words, the contribution is \$1.20, regardless of what type of pay you are getting for that hour.

## Where Contributions Are Deposited

If you are covered by a United medical plan, these contributions will be deposited into your Active HRA. If you are not covered by a United medical plan, the contributions are deposited into your Retiree RHA for future use when you retire or leave the Company for any other reason. Contributions to your Active HRA are generally available within three business days following each pay day. Determination of where contributions will be deposited (Active HRA or Retiree RHA) is based on your medical plan enrollment on each pay day.

Contributions are always fully vested. You are not permitted to opt out of contributions or to elect to receive them in cash. Due to IRS requirements, voluntary employee contributions are not allowed.

For new hires, contributions will be made to your Active HRA pending your decision of whether or not to enroll in United-sponsored medical coverage. Once the initial enrollment period ends, if you have enrolled in United-sponsored medical coverage, then the contributions will remain in your Active HRA. However, if you have opted out of United-sponsored medical coverage, then the amounts contributed to your Active HRA will be transferred to your Retiree RHA. During the enrollment window, amounts in your Active HRA will not be available for withdrawal until you have enrolled in United-sponsored medical coverage.

## Investment of Assets

A Company-designated Investment Committee is responsible for investment of assets held in the VEBA Trust and must invest the assets conservatively with the goal of preserving principal. Participants are not permitted to direct the investment of their accounts.

Your accounts will be adjusted for gains and losses quarterly based on your proportional share of the VEBA Trust's assets on the last day of the quarter. Information about gains and losses can be found by logging in to the YBR Website.

## Section 3. How You Can Use Your Active HRA

### Generally

Your Active HRA is available for use while you are employed by United and enrolled in a United-sponsored medical plan. This Section describes how your Active HRA can be used and where to get more information.

### Visit the Website

You can visit the Knowledge Center in the YSA portion of the YBR Website. You'll find helpful information about how your account operates, including what's eligible under the different plans, and what documentation is required to validate your expense reimbursement request as an Eligible Medical Expense.

### Using Your Active HRA

If you are employed by United and enrolled in a United medical plan, you may use your Active HRA to pay for Eligible Medical Expenses incurred by you and your Spouse and Dependents who are also enrolled in United medical coverage. The amount available for reimbursement at any time is limited to the balance in your Active HRA.

## Eligible Medical Expenses

“Eligible Medical Expenses” are generally those items or services that treat, mitigate, prevent, or cure specific injury, illness or disease. This includes things like out-of-pocket expenses, deductibles, copays, and your employee contributions/premiums for coverage under a United medical plan. This includes expenses incurred outside the U.S., as long as the expense is eligible in the U.S. Cosmetic procedures and items used for general good health (such as dietary supplements) are not eligible.

Over-the-counter medicine is not reimbursable unless you receive a prescription from an authorized health care provider (*a prescription means a written or electronic order for a medicine that meets the legal requirements of a prescription in the state in which the expense is incurred and is issued by a legally authorized individual in that state*). Health care supplies (for example bandages, contact lens solution) are eligible without a prescription.

Pursuant to the Patient Protection and Affordable Care Act Federal law enacted March 23, 2010, only Eligible Medical Expenses for you and your covered Spouse and Dependents enrolled in a United medical plan can be reimbursed from your Active HRA. Expenses incurred for any individual not enrolled in a United medical coverage cannot be reimbursed by the Active HRA.

The Active HRA cannot be used to pay for life insurance, long term care insurance, non-United medical insurance premiums, or costs for continuation of coverage under COBRA. If you are enrolled in the Core High Deductible Health Plan (HDHP) with Health Savings Account (HSA), the Active HRA may only reimburse you for dental and vision expenses (excluding dental and vision premiums).

Please note that reimbursable expenses differ between the Active HRA and the Retiree RHA. See the Retiree RHA section below and the YBR Website for more information about Eligible Medical Expenses under the Retiree RHA. A list of Eligible Medical Expenses and the documentation you'll need to provide in order that we can pay your claim will be available on the Knowledge Center of the YSA website.

## Spouse

Your “Spouse” is an individual who is recognized as your lawful husband or wife under Federal law. This does not include an individual from whom you are legally separated, unless required by law. It also does not include a domestic partner.

## Dependent

For the Active HRA, your “Dependent” is your child who is enrolled in your United medical plan coverage.

## Reimbursement of United Medical Premiums

To receive reimbursement of your employee contributions/premiums for United medical plan coverage, you can elect to have YSA automatically issue you a reimbursement. Payments are issued at the first of the month following coverage. For example, you are reimbursed in early May for premium amounts you paid in April.

You can call the United Airlines Benefits Center to add or remove the request for automatic premium reimbursement, as long as you make the change prior to the end of the month (for example changes for July payments must be made before July 31st). You can elect reimbursement by check or direct deposit.

If you would prefer to not set up automatic reimbursement, you may file for reimbursement directly on the YSA website. You won't need to submit any documentation with your claim. YSA will validate your request using your enrollment information in our system.

Please note that reimbursement of employee contributions/premiums for coverage under United High Deductible Health Plan (HDHP) with Health Savings Account (HSA) is not available due to Federal regulations governing HSAs.

## How To Submit Claims for Reimbursement of Medical Expenses

For your Eligible Medical Expenses, you have a choice:

- *Automatic Reimbursement:* When you seek care under your United-sponsored health plan, you'll pay your provider for any eligible out-of-pocket expenses. As soon as your health plan submits claims to YSA, you'll be directly reimbursed with no need to complete any paperwork. If you're enrolled in a United-sponsored health plan, automatic reimbursement is an easy and convenient way to get reimbursed for your Eligible Medical Expenses. Automatic reimbursement is currently available from these health insurance companies:
  - Aetna
  - Anthem Blue Cross
  - Blue Cross Blue Shield
  - MetLife Dental
  - VSP
  - CVS
  - Beacon Health

*Note: This list is subject to change*

Certain health plans (for example, Kaiser, HMSA, Superior Vision, NetCare) do not participate in the automatic reimbursement process. You will need to use the YSA Card to pay for services or you'll need to submit a request for reimbursement directly to YSA if you're covered by a plan that doesn't participate in the automatic reimbursement process.

- *The YSA Card:* You can use the YSA Card, which looks like a credit card, to pay for eligible out-of-pocket expenses at the time of purchase and funds will automatically be deducted from your YSA account. The YSA Card can be used at any health care provider or merchant (for example pharmacies, hospitals, doctor's offices) who are authorized to accept spending account cards. You may need to submit receipts to verify certain expenses. A credit card authorization receipt is not a valid expense receipt. Your receipt must be itemized with claim information. Receipt requirement information along with examples of what is needed can be found in the Knowledge Center section of the YSA website. The YSA Card is also used for your Health Care Flexible Spending Account (FSA) if you are enrolled in that program.

If you are enrolled in the Core High Deductible Health Plan (HDHP) with Health Savings Account (HSA), your Active HRA will be treated as a "limited purpose" account under IRS rules and only be available for reimbursement of dental and vision expenses – not medical expenses. In that case, you will not be eligible for a YSA Card (even if you are enrolled in the Health Care Flexible Spending Account (FSA, because that program too would be "limited purpose").

With either the Automatic Reimbursement option or the YSA Card option, you can still always submit claims for reimbursement of Eligible Medical Expenses directly to YSA. Examples when you might need to do this include: if you elected the YSA Card option but paid by cash or check for a particular purchase, or you elected the Automatic Reimbursement option but incurred an expense outside of your health plan coverage. If you prefer to submit all of your claims directly to YSA please call YSA and they can turn off your automatic reimbursement without issuing you a YSA Card.

If you are new to YSA, you'll initially be set up with Automatic Reimbursement. If you would like a YSA Card or if you'd like to change your reimbursement method, log in into Your Benefits Resources® and

change your choice election to YSA Card. Information on how to process your request will be included in your welcome notification sent after the close of the special enrollment period.

If you already have a Health Care Flexible Spending Account (HCFSA) with YSA or have participated in the HCFSA in the past, your prior reimbursement choice will apply to your Active HRA. If you want to change your reimbursement method, from the YSA landing page, select "Edit Your Profile." The reimbursement option is in the upper right corner.

### **When Benefits in the Active HRA Stop (Transfer to Retiree RHA)**

- *Not Enrolled in Active Medical Coverage:* You are not eligible for reimbursement of Eligible Medical Expenses for any dates of service that occur while you (or the Spouse or Dependent who incurred the expense) are not enrolled in United-sponsored medical coverage. If you later re-enroll, you can again obtain reimbursement for Eligible Medical Expenses for dates of service on or after the effective date of re-enrollment.
- *Zero Balance:* You are not eligible for benefits at any time that you have a \$0 balance in your Active HRA.
- *Leave the Company:* If you cease to be employed by United because you retire, leave the Company for any other reason, or die, any remaining funds in your Active HRA will be transferred to your Retiree RHA, subject to the following rules:
  - In the case of retirement or leaving the Company for any other reason except death, the transfer will occur following a 60-day run-out period for claims under the Active HRA.
  - In the case of death where you have one or more Beneficiaries (*see below*), there will be a short run-out period before funds are transferred to the RHA Plan for creation of Beneficiary RHA sub-accounts. Prior to the transfer, run-out claims for expenses you incurred prior to death can still be processed through your Active HRA. Once the transfer to the RHA Plan occurs, Beneficiaries will continue to be able to process claims you incurred prior to death through their RHA sub-accounts.
  - In the case of death where there are no Beneficiaries, there will be a 60-day run-out period where authorized representatives of your estate may submit claims for reimbursement of expenses you incurred prior to death. After the run-out period, the remaining portion of your Active HRA will be forfeited and re-allocated per capita among the remaining Participants in the VEBA Trust (so long as each such remaining Participant is participating in either the HRA Plan or RHA Plan).

Once forfeiture or transfer to the Retiree RHA has occurred, no benefits will be paid from the Active HRA for any run-out claims.

### **Furlough and Long-Term Disability**

If you go on furlough or long-term disability benefits, once 5 years from your last day worked passes, the balance of your Active HRA will be transferred to your Retiree RHA. This will occur within 60 days after the 5-year trigger date. However, prior to that time, you may make a one-time election to transfer the balance of your Active HRA to your Retiree RHA. This will permit you to access your funds in the Retiree RHA to pay for Eligible Medical Expenses.

### **No Transfer From Retiree RHA to Active HRA**

Once funds are transferred to your Retiree RHA, they can never be transferred back to your Active HRA. This means that if you return to work at United you could not access the funds in your Retiree RHA until

you again left the Company. The one exception would be where you are terminated, challenge the termination, and then are reinstated.

## Section 4. How You Can Use Your Retiree RHA

### Generally

You cannot access the funds in your Retiree RHA while employed by United. As discussed in Section 2, under certain circumstances United will make contributions to your Retiree RHA while you are employed by the Company.

When you leave United due to retirement or for any other reason except death and your participation in the Active HRA ends, your YSA Card will be suspended if you have one. You will have 60 days to submit any of your claims for when you were covered by the Active HRA. After that 60 day run-out period, any funds remaining in your Active HRA will be transferred to your Retiree RHA. At that time your YSA Card will be reactivated under the Retiree RHA. If you had funds in your Retiree RHA already (for example because you didn't take United medical coverage for a time), the balance will be the combination of funds already in your Retiree RHA plus the available balance transferred from your Active HRA. This Section describes how your Retiree RHA can be used once you leave United and where to get more information.

### Visit the Website

You can visit the Knowledge Center in the YSA portion of the YBR Website. You'll find helpful information about how your account operates, including what's eligible under the different plans, and what documentation is required to validate your claim as an eligible expense.

### Using Your Retiree RHA

If you retire or otherwise leave United, you may use your Retiree RHA to pay for Eligible Medical Expenses incurred by you, your Spouse, and your Dependents. You do not need to be enrolled in a United-sponsored medical plan in order to use your Retiree RHA. The amount available for reimbursement at any time is limited to the balance in your Retiree RHA.

### Eligible Medical Expenses

"Eligible Medical Expenses" are generally those items or services that treat, mitigate, prevent, or cure specific injury, illness or disease. This includes things like out-of-pocket expenses, deductibles, and copays. It also includes premium payments for:

- United retiree medical insurance
- Individual market medical, dental, or vision insurance
- Other employer medical, dental, and vision insurance
- COBRA premiums
- Medicare & Medigap coverage
- Long-term care insurance

This includes expenses incurred outside the U.S., as long as the expense is eligible in the U.S. Cosmetic procedures and items used for general good health (such as dietary supplements) are not eligible.

Over-the-counter medicine is not reimbursable unless you receive a prescription from an authorized health care provider (a prescription means a written or electronic order for a medicine that meets the legal requirements of a prescription in the state in which the expense is incurred and is issued by a legally

authorized individual in that state). Health care supplies (for example bandages, contact lens solution) are eligible without a prescription.

Please note that reimbursable expenses differ between the Active HRA and the Retiree RHA. See the Active HRA section below and the YBR Website for more information about Eligible Medical Expenses under the Active HRA. A list of Eligible Medical Expenses and the documentation you'll need to provide in order that we can pay your claim is available on the Knowledge Center of the YSA website.

## Spouse

Your "Spouse" is an individual who is recognized as your lawful husband or wife under Federal law. This does not include an individual from whom you are legally separated, unless required by law. It also does not include a domestic partner.

## Dependent

Your "Dependent" is any "dependent" under Section 152 of the Internal Revenue Code. In the case of a Dependent who is a "qualifying child" under Section 152 of the Internal Revenue Code, the child will cease being a Dependent under the Plan as of the later of (1) the last day of the calendar year in which the child attains age 26 or (2) in the case of a disabled child who is 26 or older, the date the child ceases to be disabled. Note that you may obtain reimbursement for Eligible Medical Expenses of anyone who qualifies as your Dependent. However, you may not designate Dependents who are not your children as Beneficiaries.

## How To Submit Claims for Reimbursement

With the Retiree RHA, you will still have the option of a YSA Card to use for your Eligible Medical Expenses, with the exception of insurance premiums. You'll also have the option to set a recurring claim. With a recurring claim, you establish your premium amount the first time you submit and then YSA automatically issues you a payment each month. You can start, stop or change your automatic premium reimbursement at any time online, but new amounts will require you to supply new documentation. Information on how to set up a recurring claim and the necessary documentation required is available on the YSA website once your Retiree RHA is established. In addition, you may submit for reimbursement directly to YSA without using the YSA Card or setting up recurring claims.

## When Benefits Stop

- *Zero Balance:* You are not eligible for benefits at any time that you have a \$0 balance in your Retiree RHA.
- *Reemployment:* If you are rehired or return from furlough or long-term disability, you will immediately cease to be eligible to use your Retiree RHA as of the date of your return. However, you will still be able to receive reimbursements for Eligible Medical Expenses that you or your Spouse or Dependents incurred prior to your return during the period you were eligible for benefits under the Plan, as long as you submit all required documentation no later than 90 days following your return date and otherwise comply with any applicable Plan rules. Once you return to work, you will not again become eligible to use your Retiree RHA to reimburse Eligible Medical Expenses until you again satisfy one of the initial eligibility requirements described above.
- *Death:* If you die, your Retiree RHA can be used by your Beneficiaries as described in Sections 6 and 7 below.

## Waiver of RHA

After you become eligible to use your Retiree RHA, you may file an election to permanently waive your right to your Retiree RHA. Any such election must be in writing and is irrevocable. Once your election is received by YSA, the balance of your Retiree RHA will be forfeited and re-allocated to other Participants pursuant to the terms of the Plan.

## Section 6. How Your Surviving Spouse Can Use Your Retiree RHA

### Automatic Primary Beneficiary

If you die while married, your surviving Spouse automatically takes control of your Retiree RHA as your primary Beneficiary. This includes any amounts transferred to your Retiree RHA from your Active HRA when you die. You cannot name any other individual as your primary Beneficiary. If you do not have a surviving Spouse, your Retiree RHA will be divided into separate RHA sub-accounts for your Beneficiaries (See *Section 7 below*).

### Surviving Spouse's Use of Your RHA

Your surviving Spouse can use amounts in your Retiree RHA to pay for Eligible Medical Expenses for himself/herself, for expenses you incurred prior to your death, and for any of your remaining eligible Dependents (even if you did not name them as Beneficiaries). Your surviving Spouse cannot use your Retiree RHA for the expenses of any other individuals (e.g., a new spouse or other dependents of your Spouse who were not your Dependents at the time of your death). Upon your death, your surviving Spouse should contact the United Airlines Benefits Center for information on accessing your Retiree RHA.

As discussed in Section 7 below, if your surviving Spouse remarries or dies, or if you do not have a Spouse at the time of your death, your Retiree RHA is divided among any of your eligible Dependent children whom you have designated as Beneficiaries. They can then use their RHA sub-account for their own Eligible Medical Expenses, but not for anyone else (e.g., their spouse or dependents). Following the end of the year that a Beneficiary reaches age 26 (unless disabled), or if that Beneficiary dies, his or her RHA sub-account is divided and allocated to the accounts of your remaining designated Beneficiaries. Once there are no remaining designated Beneficiaries, any remaining balance will be forfeited and re-allocated as described in "Forfeitures" below.

### When Benefits For Your Surviving Spouse Stop

If your Spouse remarries or dies, he or she is no longer eligible for benefits from your Retiree RHA. (See *Section 7 below*).

## Section 7. How Your Non-Spouse Beneficiaries Can Use Your Retiree RHA

### Your Other Beneficiaries

If you do not have a surviving Spouse, or if your Spouse dies or remarries, any remaining balance in your Retiree RHA will be divided into separate RHA sub-accounts for your other Beneficiaries. These Beneficiaries will be each of your surviving Dependent children who were designated by you in accordance with the Plan's Beneficiary designation process. You may not name any other individual or entity as a Beneficiary.

If you have no designated Beneficiary on file on the date of your death, each of your surviving children who were Dependents immediately prior to your death will become a Beneficiary. There are no other default Beneficiaries under the Plan.

### **Establishment of Beneficiary's RHA Sub-Account**

Each Beneficiary receives an equal share, unless you designate a different percentage in accordance with the Plan's Beneficiary designation process. In the case of your Spouse's death or remarriage (or if you are unmarried, upon your death), the Beneficiary RHA sub-accounts are established no sooner than 180 days following the end of the year in which the death or remarriage occurred. This is to provide time for the submission and processing of any trailing claims to the original Retiree RHA.

### **Beneficiary's Use of RHA Sub-Account**

Once established, each Beneficiary can use his or her RHA sub-account for reimbursement of Eligible Medical Expenses incurred solely by that Beneficiary. The Beneficiary cannot submit claims for expenses incurred by any other individual (e.g., the Beneficiary's spouse, children, or other dependents). Once per year, a Beneficiary will have the ability to waive a portion of his or her RHA sub-account balance to redistribute to the RHA sub-accounts of any of your other Beneficiaries.

### **When Benefits for Your Beneficiaries Stop**

A Beneficiary remains eligible for benefits until the end of the year in which he or she turns age 26. However, if the Beneficiary submits proof of disability prior to turning age 26, the Beneficiary remains eligible for so long as the disability continues.

When a Beneficiary turns age 26 (or, if later, ceases to be disabled), his or her RHA sub-account remains open for 180 days after the end of the year in order to allow the Beneficiary time to submit any trailing claims for expenses incurred prior to the end of the year in which he or she ceased to be eligible. The remaining balance in his or her RHA sub-account then will be re-allocated per capita among the RHA sub-accounts of your other surviving Beneficiaries. If there are no other surviving Beneficiaries, the Beneficiary's RHA sub-account will automatically be forfeited and re-allocated as described in the Forfeitures section immediately below.

### **Forfeitures**

Once you have died, your Spouse has died (or remarried), and any Beneficiaries have ceased to be eligible due to age, cessation of disability, or death, any remaining balance will be forfeited and re-allocated per capita among the remaining Participants in the VEBA Trust (so long as each such remaining Participant is participating in either the HRA Plan or RHA Plan). More specifically, forfeiture occurs upon:

- the one-year anniversary of your death being reported;
- 180 days following the end of the year in which the death of your last-surviving Spouse or Beneficiary occurred;
- 180 days following the end of the year in which all of your Beneficiaries (if any) no longer qualify as Beneficiaries under the Plan; (e.g., in the case of a surviving Spouse, due to remarriage; or, in the case of a Dependent child, due to age or cessation of disability);
- if your balance is twenty dollars (\$20) or less and no claims have been processed for the preceding one-year period; or
- the date the Plan Administrator, in its sole discretion, terminates your participation for cause (for example, submission of a fraudulent claim relating to your account).

The timing of when forfeitures are processed is generally the end of the calendar quarter in which the event described above occurred but may vary based upon administrative discretion.

### **Waiver of RHA Sub-account By Beneficiary**

Any Beneficiary under this Section 7 may waive all, or a portion, of his or her RHA sub-account under the Plan, in which case the waived amount(s) will be forfeited and allocated to one or more of your other Beneficiaries as designated by the waiving Beneficiary. If your Beneficiary waives but does not specify to which of your other Beneficiaries the amount(s) should be transferred, then the waived amount will be forfeited and re-allocated per capita amongst the RHA sub-accounts of your other Beneficiaries then living at the time of the waiver. Any such election must be in writing and is irrevocable. Contact YSA at 1-800-651-1007 for more information.

## **Section 8. Claims and Appeals Procedures**

### **Claims Relating to Benefits**

If you follow YSA's reimbursement process and your request for reimbursement of an expense is denied by YSA, then you may file a written claim for benefits with the United Welfare Benefit Appeals Committee:

United Welfare Benefit Appeals Committee  
233 S. Wacker Drive  
25th Floor (WHQHR)  
Chicago, IL 60606

Contacting any party other than the Appeals Committee does not amount to a claim and does not start the review periods described below. In this section, "you" refers to the claimant. The determination of whether an individual has standing to file a claim as a claimant will be determined in accordance with the applicable Plan document.

### **Deadline for Submission of Claims**

You must file your claim with the Appeals Committee no later than 12 months following YSA's written denial of your request for reimbursement; provided that the original submission to YSA must have been made within 12 months after the expense was incurred. An expense is "incurred" as of the date on which the service or supply for which the charge is made was provided.

### **Response by the Appeals Committee**

The Appeals Committee will notify you of its determination no later than 60 calendar days after the Appeals Committee receives your claim. If the Appeals Committee determines that more time is necessary due to matters beyond the Appeals Committee's control, the Appeals Committee may extend this 60-day period one time, for up to 15 days. The Appeals Committee will notify you before the end of the initial 60-day period if an extension is necessary, the circumstances necessitating the extension, and the date by which the Appeals Committee expects to render a decision. If the extension is necessary because you did not submit required information, the Appeals Committee will specifically describe the required information and provide you with an additional 45 calendar days to provide the information. In the case of insufficient information, the time period allowed for making the benefits determination is tolled from the date the notice is sent to a claimant until the date the claimant responds to the notice.

If the Appeals Committee fully or partially denies your claim, you will retain any rights you may have to file a grievance in accordance with the applicable terms of the CBA. The resolution of the grievance will be final and binding on all parties in accordance with the provisions of the Railway Labor Act. If you do not timely file a grievance, the determination of the Appeals Committee is final and binding on all parties.

## Misstatement of Facts

The submission of a claim, including the submission for a request for reimbursement submitted to YSA as described elsewhere in this SPD, constitutes a certification that the information submitted is true, correct and complete. Falsifying a claim in any manner, including misstating or omitting facts known to be relevant, will result in the denial of benefits and may result in additional action by the Plan Administrator or the Company pursuant to the terms of the collective bargaining agreement. Falsified claims are void. The Plan Administrator will have the right to recover any payment made on the basis of a falsified claim from a Participant, any payee, or the individual for whom the expenses was incurred, regardless of the person to whom the benefit was actually paid.

## Legal Action

No legal action for benefits may be brought unless and until the claimant has exhausted all remedies available to the claimant described above in this Section 8. In addition, no legal action for benefits may be brought unless authorized under the Railway Labor Act, and then the legal action may be brought solely in a federal court of competent jurisdiction. Unless otherwise required under the Railway Labor Act, any suit or legal action initiated by a claimant must be brought by the claimant no later than one hundred eighty (180) days following a final adverse ruling by the system board of adjustment. Without limiting the generality of the foregoing, the civil enforcement provisions of Section 502 of ERISA, 29 U.S.C. §1132, otherwise available to participants and beneficiaries of ERISA plans do not apply to any claim for benefits under these Plans which, under the Railway Labor Act as made applicable to carriers by air, are subject to the exclusive jurisdiction of the system board of adjustment established by the CBA.

If you want to take legal action for any reason related to a benefit claim, you may serve legal process on:

Service of Legal Process:  
Corporate Secretary  
United Continental Holdings, Inc.  
233 South Wacker Drive  
Chicago, Illinois 60606

Legal process may also be served on the Plan Administrator.

## Section 9. Plan Information

### Plan Name and Plan Number

United Airlines Technicians Health Reimbursement Account Plan - 551

United Airlines Technicians Retiree Health Account Plan - 552

### Plan Year

The calendar year beginning on January 1st and ending on December 31st.

### Plan Sponsor

United Airlines, Inc.  
233 S. Wacker Drive  
25th Floor (WHQHR)  
Chicago, IL 60606

The Employer Identification Number assigned by the IRS to the Company is 74-2099724.

## **Plan Administrator**

Plan Administrator  
c/o Employee Service Center – WHQHR  
P.O. Box 06649  
Chicago, IL 60606-0649

## **Plan Document**

You may obtain a copy of the plan document for each Plan upon written request to the Employee Service Center (WHQHR) at 233 S. Wacker Drive, Chicago, Illinois 60606. Electronic copies are free, but there may be a charge if you request a paper copy.

## **No COBRA Continuation Coverage Rights**

Neither Plan is subject to the continuation coverage requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985, as from time to time amended (“COBRA”).

## **Alienation/Assignment**

The interests of Participants and other persons entitled to benefits under the Program are not subject to the claims of their creditors and may not be voluntarily or involuntarily anticipated, assigned, alienated or subject to attachment, garnishment, levy, execution or other legal or equitable process, except as may be required by applicable law. Specifically, the Plans are not subject to domestic relations orders (e.g., QDROs) or other court orders calling for division of all or a portion of any Active HRA or Retiree RHA.

## **Overpayments**

The Company, the Plan Administrator, and each Plan have the right to recover any overpayment from the person to whom such overpayment was made, from any person who received such overpayment and from any person benefiting from such overpayment. Any benefits payable to you or any other individual may be reduced by the amount of any outstanding overpayment.

## **Amendment and Termination of the Plan**

While the Company expects to continue the Program indefinitely, the Company reserves the right to modify, reduce, amend or terminate all or any part of either Plan at any time and for any reason, subject to the terms of the CBA. Please note that the CBA requires the Company to file a request with the IRS for a Private Letter Ruling that the design and features of the Program comply with Federal law. If the IRS determines that any portion of the Program is impermissible under Federal law, the Company and the IBT will meet to discuss modifications to the Program in order to bring the Program into compliance with Federal law. If modifications cannot be reasonably made, then the Company and the IBT will agree upon a reasonable replacement Program of comparable value.

## **ERISA Statement of Rights**

As a Participant in either Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, all Plan documents, including collective bargaining agreements and copies of all documents filed by each Plan with the U.S. Department of Labor, such as annual reports and plan descriptions.

- Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of each Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual financial report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate each Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan Administrator and 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 because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied (through the appeal procedure) or ignored, in whole or part, you may file suit in a state or federal court. In addition, if you disagree with the Plan Administrator's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in a federal court. If it should happen that Plan fiduciaries misuse the Plan's money, 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 a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about either Plan, you should contact the United Airlines Benefits Center. If you have any questions about this statement or about your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Plan participation does not give you any rights to continuing employment with the Company.