



# WHEN COVERAGE ENDS

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# WHEN COVERAGE ENDS

## BNSF Group Benefits Plan

Effective Jan. 1, 2021

*This chapter describes when coverage ends under the benefit program, as well as how coverage may continue during leaves and after your BNSF-sponsored coverage ends. Also described are special provisions for extending LTD coverage while you are disabled and reinstating Optional LTD coverage after it has ended.*

### For You and Your Dependents

Coverage for you and your covered dependents under any programs of the BNSF Group Benefits Plan, including the Cafeteria Plan, will end on the first to occur of the following:

- ▶ The date your salaried employment terminates other than for retirement or returning to a scheduled employee position;<sup>1</sup>
- ▶ For retirement, the end of the month in which you last worked (for example, if your last day is May 15<sup>th</sup>, then your coverage ends May 31<sup>st</sup>).
- ▶ Return to scheduled service:
  - If you return on or before the 19<sup>th</sup>, your salaried coverage will end at the end of the month in which you return to a scheduled position.
  - If you return on or after the 20<sup>th</sup> and you work requisite service to qualify for scheduled insurance coverage, your salaried coverage will end at the end of the month in which you return to a scheduled position.
  - If you return on or after the 20<sup>th</sup> and you do not work requisite service to qualify for scheduled insurance coverage, your salaried coverage will end at the end of the following month.

**Defined terms:** For the meaning of terms in [blue](#), click to see the Defined Terms section.

**Links:** Click on [blue italic](#) items to link directly the section or chapter indicated.



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<sup>1</sup> *If you are eligible to receive benefits under the BNSF Sick Pay, Short Term Disability (STD) Benefit or Long Term Disability (LTD) Insurance Programs, you remain a salaried employee for Group Benefits Plan eligibility purposes, including coverage under the Medical, Dental, Vision Care and certain other programs unless your employment with BNSF has ended. However, while receiving LTD benefits, you are not eligible to have BNSF make contributions on your behalf to the Health Savings Account (HSA), Health Care Flexible Spending Account (FSA) or Dependent Care Reimbursement Account (DCRA), nor are you eligible to participate in the Accidental Death & Dismemberment (AD&D) or Business Travel Accident (BTA) Insurance Programs. Your Basic, Optional and Dependent Life Insurance and your Basic and Optional LTD coverage will be handled as further described in those chapters of this Summary Plan Description.*

- ▶ The date any program or plan under the Group Benefits Plan ends or, if you work for a [BNSF](#) participating wholly owned subsidiary [company](#), the date the BNSF subsidiary ends its participation in the program(s);
- ▶ The date you are no longer eligible for coverage;<sup>2</sup>
- ▶ The first day of the period for which you do not make the required contributions; or
- ▶ The date any insurance company cancels or otherwise does not renew the policy, and [BNSF](#) does not purchase replacement coverage under which you would qualify as an eligible employee.

### For Your Dependents

Dependents will lose their coverage on the first to occur of the following:

- ▶ The date you (the employee) are no longer eligible for any reason (except for the coverage continuation following an employee's death described in the box below); or
- ▶ The date the dependent no longer meets a program's eligibility rules for dependent coverage.

For details of when a child loses eligibility and coverage ends, see [When Coverage of a Child Ends](#), in the Dependents section of the chapter of this SPD titled [Who Is Eligible and How to Enroll](#).

### Continued Coverage for Dependents if You Die

If you die while an active employee, your covered dependents at the time of your death will remain in the BNSF Medical, Dental, Vision Care and Employee Assistance Programs under [COBRA](#), as explained in the chapter of this SPD titled [Continuing Health Care Coverage Under COBRA](#). During the first six months of COBRA coverage, [BNSF](#) will pay for the cost of coverage. At the end of the six-month period, your dependents may continue coverage under COBRA by paying the full cost. If eligible, your dependents may enroll in BNSF retiree medical coverage instead of continuing COBRA at the end of the six-month extension.

<sup>2</sup> *Employee life insurance coverages and eligibility for any spouse life and/or child life insurance continue while you are receiving STD and LTD benefits for up to the first 12 months of disability. After 12 months of disability, your eligibility ends for employee Basic and Optional Life Insurance, if you were disabled after age 59, or if you were disabled before age 60 and you do not have an approved life insurance waiver of premium claim. In all cases, your eligibility for any spouse life and/or child life insurance ends after 12 months of disability (starting with the onset of STD and including LTD). You may be eligible to convert coverage to an individual policy as noted in the section of this chapter titled [Life Insurance Continuation Option and Conversion Policies](#).*

**Continuation  
of Coverage  
During Leaves****Family and Medical Leaves of Absence**

Under the leave provisions of the Family and Medical Leave Act (FMLA), you may be entitled to a specified period of unpaid, job-protected leave during a 12-month period. BNSF's FMLA Leave Policy on the [BNSF Employee Portal](#) states circumstances for which leave may be granted and the allowable period(s) of job-protected leave.

During a qualifying FMLA leave, your coverages under the BNSF Group Benefits Plan remain in effect so long as you pay the required contributions on time.

***During Paid Leave***

If your FMLA leave is a paid leave, your benefit coverage contributions will continue as usual.

***During Unpaid Leave***

If your FMLA leave is unpaid, you will be required to send direct payments of your contributions for the coverage in effect on the date your FMLA leave begins until you return to active pay status. The BNSF Benefits Center will advise you on how to make your payments.

***Termination of Coverages***

If you do not return to work on your expected FMLA return date, and you do not notify your employer of your intent either to terminate your salaried employment or to extend the period of leave, your Group Benefits Plan coverage will end on the date you were expected to return. You will receive a notice of your option to continue certain program coverages under [COBRA](#).

You may not change your BNSF Group Benefits Plan elections during your FMLA leave unless one or more of the following occurs:

- ▶ An annual enrollment.
- ▶ You have a qualified family status event.
- ▶ You have a Special Enrollment event under HIPAA.

**Other Approved Leaves of Absence**

If you take an approved leave of absence other than an FMLA leave or military leave, you may continue your coverages for the duration of your leave, provided you make all required contributions.

***Paid Leave***

If your leave is a paid leave, your benefit coverage contributions will continue as usual.

***Unpaid Leave***

If your leave is unpaid, you will be required to send direct payments of your contributions for the coverage in effect on the date your leave begins until you return to active pay status. The BNSF Benefits Center will advise you on how to make your payments.

### ***Termination of Coverages***

If you do not return to work on your expected return date, and you do not notify your employer of your intent either to terminate your salaried employment or to extend the period of leave, your Group Benefits Plan coverage will end on the date you were expected to return. You will receive a notice of your option to continue certain program coverages under [COBRA](#).

### ***Military Leaves***

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) requires the employer to provide health plan continuation coverage for up to 24 months from your first day of absence for active military duty, or if earlier, until the day after the date you are required to apply for or return to active salaried employment with your employer.

Active duty for this purpose does not include weekend or summer training for the reserve forces of the United States including the National Guard.

However, [BNSF](#) provides that if you are absent from work due to military service, you may elect to continue certain coverage for yourself and currently covered dependents. Your contributions for continued coverage will be the same as for similar active participants. If you are receiving make-whole pay, your contributions will be deducted from your pay. Otherwise you will need to make payments to the [Direct Bill Administrator](#). You may elect to:

- ▶ Continue only basic and optional life insurance coverage for a up to 24 months after you begin military service (however, coverage for certain benefits such as Accidental Death & Dismemberment, Business Travel Accident Insurance, and Long-Term Disability do not continue during Active Military Duty.);
- ▶ Continue coverage under the Medical, Dental, Vision Care and Employee Assistance Programs (including coverage for enrolled dependents) for the duration of your military leave; and
- ▶ Continue your participation in the HCFSA for up to 18 months during military service. If your military service extends beyond 18 months, you may continue your participation in the HCFSA under [COBRA](#).

You will be reimbursed for eligible expenses from your HCFSA during COBRA continuation, as long as you continue to make your contributions on an after-tax basis.

Your participation in the Dependent Care Reimbursement Account (DCRA) will be suspended during military leave. However, you may use the account balance for reimbursement of eligible expenses incurred through the end of the calendar year in which your military leave started. If you return to active work with your employer during the same calendar year, your original election will be pro-rated to exclude your leave period, and your DCRA will be adjusted for any payments made prior to the start of, or during, your leave.

### ***Reinstating Your Coverage***

Whether or not you continue coverage during military service, you may reinstate coverage on your return to salaried employment. The reinstatement will be without any waiting period otherwise required, except to the extent that you had not completed any required waiting period prior to the start of military service.

### **Continuing Health Care Coverage Under COBRA**

You have a right to COBRA continuation coverage, which is a temporary extension of medical (including HRA), dental, vision care, EAP and HCFSA coverage under COBRA. See the chapter of this SPD titled [Continuing Health Care Coverage Under COBRA](#) for more information.

### **Payment of Contributions to BNSF During an Unpaid Leave**

You should contact the BNSF Benefits Center at 833-277-8051 to make arrangements to pay your contributions for coverage during your unpaid leave.

### **Life Insurance Continuation Option and Conversion Policies**

If you lose Life Insurance or Accidental Death & Dismemberment (AD&D) Insurance coverage, MetLife's partner, Barnum Financial Group, will send you correspondence regarding your options for portability of your Optional Life Insurance, Dependent Life Insurance and Optional AD&D Insurance, and conversion of your Basic, Optional and Dependent Life Insurance.

### **Employee Optional Life Insurance, Dependent Life Insurance and Optional AD&D Continuation Option (Portability)**

If you have employee Optional Life Insurance, Dependent Life Insurance, and/or Optional AD&D Insurance in effect when your coverage otherwise would end, you have the choice of continuing some of those coverages under a separate group insurance arrangement through MetLife (sometimes called portability).

In order to choose continued Optional Life Insurance or Optional AD&D Insurance coverage, your coverage must have ended for one of the following reasons:

- ▶ You are no longer employed as a salaried employee due to your voluntary termination, your retirement or dismissal by your employer;
- ▶ Your eligible class has been changed (such as transitioning from salaried to scheduled) and you are no longer eligible for coverage; or
- ▶ Your coverage has been reduced due to reaching a limiting age.

In order to choose continued Dependent Life Insurance or Optional AD&D Insurance coverage, your dependent's coverage must have ended for one of the following reasons:

- ▶ You are no longer employed as a salaried employee due to your death, voluntary termination, retirement or dismissal by your employer; or
- ▶ Your eligible class has been changed (such as transitioning from salaried to scheduled) and you are no longer eligible for coverage; or
- ▶ Your dependent is no longer an eligible dependent (such as divorce or a child reaching a limiting age).

Continuation of your Optional Life Insurance, Dependent Life Insurance or Optional AD&D Insurance is available only if [BNSF](#) has not terminated the MetLife insurance contract.

To continue your Optional Life Insurance, Dependent Life Insurance or Optional AD&D Insurance under portability, you must complete and timely return to MetLife the Election of Portable Coverage form sent to you by MetLife. MetLife will then send you a certificate evidencing your coverage, and your first billing with payment instructions. The deadline to return the completed form will be indicated in the correspondence you receive from MetLife. Any questions can be directed to MetLife at 888-252-3607.

The amount of Optional Life Insurance that you may continue cannot exceed the lesser of:

- ▶ The amount of employee Optional Life Insurance in effect on the date you lost program coverage due to termination of salaried employment or change in your eligible class (such as transitioning from salaried to scheduled); or
- ▶ \$1,250,000.

The amount of Dependent Life Insurance that you or a dependent may continue cannot exceed the lesser of:

- ▶ The amount of Dependent Life Insurance in effect on the date your dependent lost coverage;
- ▶ \$100,000 for spouse coverage; or
- ▶ \$25,000 for child coverage.

Your continued coverage will include the Accelerated Benefits Option under this program, but will not provide coverage during a [total disability](#).

### **Basic and Optional Life Conversion Policy**

You also may apply for an individual life insurance policy (sometimes called a conversion policy) with MetLife to replace some or all of your employee Basic and Optional Life Insurance. This is not the same type of coverage as the portability coverage option described above. You must request an individual policy in writing within 30 days of your loss of coverage under the BNSF Life and AD&D Insurance Program. If you are issued an individual policy, you may not continue your Optional Life Insurance through the portability option described above.

The following rules apply to a conversion to an individual policy:

- ▶ If you lose coverage because your salaried employment with [BNSF](#) has terminated, or your eligible class has changed (such as transitioning from salaried to scheduled), you may convert up to the amount of your program coverage (both employee Basic and Optional Life) in effect on the date your coverage ends.

- ▶ If you lose coverage because BNSF terminates the program, or if you lose coverage because the program is amended to end all coverage for an eligible class that includes you, then you may convert as follows:
  - You must have been covered under the BNSF MetLife group policy for at least five years on the date you lose coverage.
  - Your converted insurance will be the lesser of:
    - The amount of your coverage on the day your benefits end minus any group insurance for which you may be eligible that takes effect within 31 days of your loss of coverage; or
    - \$10,000.
- ▶ If you have been covered under the program's extension of coverage for total disability, and you are not able to return to work on the date the extension of coverage ends, the maximum amount of an individual conversion policy is the same as your coverage on the day the extension for total disability ends.

If you die during the 30-day conversion policy application period, the amount of the death benefit available will be the highest amount that you could have converted on the date your coverage ended. Payment of death benefits is subject to MetLife accepting evidence that you complied with the program's conversion rules. ***No death benefits are paid under the program if a claim is not filed within one year of your death.***

### **Dependent Life Conversion Policy**

If a dependent loses coverage under the program, you are able to apply for an individual life conversion policy under rules similar to those that apply to your purchase of a conversion policy. You must apply within 30 days of the dependent's loss of coverage. Contact MetLife's specially trained third-party financial professionals at 877-275-6387 for conversion information after a dependent's loss of coverage because of any one of the following:

- ▶ Your salaried employment ends or you experience a change in your eligible class (such as transitioning from salaried to scheduled);
- ▶ Spouse life insurance and/or child life insurance ends after 12 months of disability;
- ▶ The program ends and MetLife coverage has been in effect for the dependent for at least five years;
- ▶ The program changes and dependent coverage is no longer available, and MetLife coverage has been in effect for the dependent for at least five years;
- ▶ You die; or
- ▶ The dependent no longer meets the definition of dependent under the program.

**Extension of  
LTD Coverage  
While Disabled**

Your LTD coverage can continue under the following circumstances during your 182-day LTD benefit waiting period if your disability began while you were covered under the LTD Insurance Program and you remain continuously disabled until the end of your benefit waiting period:

- ▶ The LTD Program terminates; or
- ▶ You cease to be eligible for the LTD Insurance Program.

LTD benefits will begin after the end of your 182-day LTD benefit waiting period if you have been disabled continuously and meet all other LTD Insurance Program requirements.

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## WHO TO CALL ABOUT YOUR BENEFITS

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For questions about eligibility for benefits, including continuation of coverage opportunities when your coverage as a [BNSF](#) salaried employee or dependent ends, call the BNSF Benefits Center at 833-277-8051. Benefits Center representatives are available Monday through Friday, 7 a.m. to 7 p.m. Central time.

## DEFINED TERMS

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### About These Terms

The following definitions of certain words and phrases will help you understand the provisions to which the definitions apply.

Some definitions apply in a special way to specific benefits or provisions. So, if a term that is defined in another chapter of this SPD also appears as a defined term listed here, the definition in the other chapter will apply to that specific chapter rather than the definition below.

**BNSF, company, employer** – Burlington Northern Santa Fe, LLC, 2301 Lou Menk Drive, Fort Worth, TX 76131, and subsidiary companies.

**Claims and Account Administrators** – See the [Administrative Information](#) chapter of this SPD for identification of Claims and Account Administrators.

**COBRA** – Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**COBRA Administrator** – See the [Administrative Information](#) chapter of this SPD for identification of COBRA Administrator.

**Evidence of good health** – Sometimes called evidence of insurability. To collect evidence of good health an insurance company provides document(s) for you to complete by describing your current health condition. This documentation is required in certain situations when you or a dependent applies for life insurance. The insurance company uses this information to decide if your application for coverage will be accepted or if additional information is needed, such as information from a physical examination by a physician.

**Total disability** – *Under the life insurance benefit* – Means that because of a sickness or an injury:

- ▶ You cannot do your job; and
- ▶ You cannot do any other job for which you are fit by your education, training or experience.



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