



GENERAL INFORMATION ABOUT YOUR RIGHTS TO BENEFITS

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GENERAL INFORMATION ABOUT YOUR RIGHTS TO BENEFITS

BNSF Group Benefits Plan

Effective Jan. 1, 2021

BNSF'S RIGHTS

The following rules apply to the various programs and plans that make up the BNSF Group Benefits Plan. The [Plan Administrator](#) and [Claims Administrators](#) will apply the rules uniformly to all eligible employees. If there is a question about the meaning of any part of this Summary Plan Description (SPD) or the interpretation and application of a Plan Document, the Plan Administrator and Claims Administrators have the [discretionary authority](#) to interpret and apply the terms and provisions of the Plan Documents and this SPD.

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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Plan Interests May Not Be Transferred

Any benefit payable from the BNSF Group Benefits Plan may not be transferred by you to anyone else. You may not commit benefits payable to you to pay your personal debts or other obligations that are not otherwise covered benefits under the BNSF Group Benefits Plan. You may not sell your interest in any benefit payable to you. The [Plan Administrator](#) will not prevent a provider from receiving payment for eligible charges for covered services if there is a valid assignment of benefits. The [Claims Administrator](#) has the [discretionary authority](#) to determine whether an assignment of benefits to a provider is valid.

Right to Information

You must provide the [Plan Administrator](#) and [Claims Administrators](#) with any information they believe is necessary to administer benefits and coverage available under the BNSF Group Benefits Plan. If the information you provide at enrollment (including later changes) or claim forms is not correct, or if you omit important information, your enrollment may be terminated or your claim may be denied.

You must inform your [employer as soon as possible](#) if any of your information changes, *but in no event later than 31 days* of the

Notify the company as soon as possible of any information changes related to your benefits.

change. For example, if the mailing address for you or your spouse or dependents changes, you must notify your employer as noted.

No Guarantee of Employment or Benefits

Participation in the BNSF Group Benefits Plan does not constitute an employment contract and does not expand your employment rights with [BNSF](#) or any BNSF-related [employer](#). Nothing in this SPD says or implies that participation in the BNSF Group Benefits Plan is a guarantee of continued employment, nor does it guarantee you any benefits under the Group Benefits Plan now or in the future.

Program Amendment and Termination

The BNSF Group Benefits Plan has been established for the exclusive benefit of eligible BNSF employees and their eligible dependents. [BNSF](#) reserves the right to amend, modify or terminate any or all of the programs or plans, including any of the options, benefits or the amount of any required employee contributions, at any time and for any reason. You will be notified of any change affecting you within a reasonable period of time.

No Vested Rights

Benefits under the BNSF Group Benefits Plan are not vested, which means that you do not have any permanent right to these benefits. Your right to benefits is limited to claims you incur before the first to occur of the following events:

- ▶ Amendment of a program or plan,
- ▶ Termination of a program or plan,
- ▶ Expiration of the period that claims can be accepted by the [Claims Administrator](#), or
- ▶ Termination of your eligibility to participate.

No Escheat of Uncashed Benefit Payments

Any benefit payments or reimbursements made by check must be cashed within one year after the check is issued. If any check for a benefit payable under a self-insured program is not presented for payment within one year of the date of issue, the BNSF Group Benefits Plan will have no liability for the benefit payment, the amount of the check will be deemed a forfeiture and no funds will escheat to any state (meaning the payment will not become the property of the state as unclaimed funds). Uncashed checks for insured programs will be subject to procedures established by the [Claims Administrator](#).

YOUR RIGHTS

Privacy Rights The Health Insurance Portability and Accountability Act of 1996 and its applicable regulations (HIPAA) is a federal law that, in part, requires group health plans, such as the Medical (including HRA), Dental and Vision Care Programs, the EAP, and Health Care Flexible Spending Account (HCFSA) under the BNSF Cafeteria Plan, to protect the privacy and security of your confidential health information. As employee welfare benefit plans under [ERISA](#), the programs and HCFSA are subject to the HIPAA privacy rules. To comply with the privacy rules, the programs and HCFSA will not use or disclose your Protected Health Information without your authorization, except for purposes of treatment, payment, health care operations, program administration or as required or permitted by law. A description of the BNSF Group Benefits Plan's uses and disclosures of your Protected Health Information and your rights and protections under the HIPAA privacy rules is in the Notice of Privacy Practices, which has previously been provided to you. You may also access this Notice on the [Employee Portal](#) or the Intranet for BNSF Logistics employees. In addition, you may request a copy of the Notice by contacting:

BNSF Privacy Official
P.O. Box 961055
Fort Worth, Texas 76161
Phone: 800-234-1283, option 6

If you participate in the Dental Program's DMO option, you will also receive the DMO's notice of privacy practices directly from the DMO provider.

Security Measures for Electronic Protected Health Information (PHI)

To operate the Group Benefits Plan, it is necessary for [BNSF](#) to exchange confidential information, including Protected Health Information (PHI), electronically with service providers. These include the [Claims Administrators](#), insurance companies and other administrative service providers. Protecting the confidentiality, integrity and availability of electronic PHI is of critical importance. BNSF maintains administrative, physical and technical safeguards that reasonably and appropriately protect electronic PHI that the Group Benefits Plan and its service providers create, receive, maintain or transmit to operate the Plan.

In compliance with BNSF's Privacy Practices, BNSF staff and the Group Benefits Plan service providers will report to the [Plan Administrator](#) any attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI; or interference with BNSF's information systems operations, of which they become aware. If such a security incident results in disclosure of PHI that is not permitted by the Group Benefits Plan, any staff member who knows of the disclosure is required to report it to the Plan Administrator.

To further protect electronic PHI, BNSF keeps the Plan Administrator's functions adequately separated from other [company](#) operations through reasonable and appropriate security measures.

WHO TO CALL ABOUT YOUR BENEFITS



For questions about rights under the BNSF Group Benefits Plan, 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

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.

Discretionary authority – The power or right to decide or act according to one’s own judgment and enforce that decision or action.

ERISA – Employee Retirement Income Security Act of 1974, as amended.

Plan Administrator – Vice President and Chief Human Resources Officer, BNSF Railway Company, 2301 Lou Menk Drive, Fort Worth, Texas 76131.



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