

# **SIEMENS CORPORATION RETIREE HEALTH REIMBURSEMENT ACCOUNT PLAN**

## **SUMMARY PLAN DESCRIPTION**

(As of January 1, 2024)

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## INTRODUCTION

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This booklet is the summary plan description (“SPD”) for the Siemens Corporation Retiree Health Reimbursement Account Plan (“Plan”).

The official terms of the Plan are contained in a plan document for the Plan. If there are any differences or disagreements between this SPD and the plan document, the plan document will control.

To fully understand your benefits, you and your covered dependents should read this SPD carefully. Please notify the Siemens Benefits Service Center (“SBSC”) promptly if your or your covered dependents’ address changes.

Neither the receipt of the SPD nor its use of the term “you” indicates that you are eligible for benefits under the Plan. Only those individuals who satisfy the eligibility requirements and other criteria contained in the Plan are eligible for benefits.

## PURPOSE OF THE PLAN

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Under the Plan, Siemens Corporation (“Company”) or a participating affiliate of the Company establishes and maintains on its books Retiree Health Reimbursement Accounts for certain groups of eligible retirees of the Company or such participating affiliates who meet the definition of a Post Age 65 Retiree and their Post Age 65 Covered Dependents who meet the definition of a “Post Age 65 Covered Dependent” (See “Eligibility” section below).

Prior to the beginning of each calendar year, the Company determines the amount of money that will be allocated to a Retiree Health Reimbursement Account (“RHRA”) for an eligible Post Age 65 Retiree and an eligible Post Age 65 Covered Dependent.

The groups of Post Age 65 Retirees or Post Age 65 Covered Dependents for whom currently a contribution under the Plan will be allocated to an RHRA, and the current amount allocated to individuals in each group are set forth below in the “Eligibility” section”.

A Post Age 65 Retiree or Post Age 65 Covered Dependent who has a current balance in their RHRA in the Plan may apply to the Claims Administrator of the Plan for reimbursement of expenses that meet the definition of “Qualifying Health Care Expenses” (see “Claims for Reimbursement” section below) incurred by a Post Age 65 Retiree or a Post Age 65 Covered Dependent or by a Dependent (as defined below in the “Eligibility” section).

The Company will establish uniform rules for setting up RHRAs, the extent to which contributions allocated to an individual’s RHRA for a particular calendar year that have not been used for reimbursements in that calendar year can be used in a future calendar year, and the effect of certain events or actions on RHRAs, including, but not limited to, the death of a Post Age 65 Retiree or a Post Age 65 Covered Dependent and situations where both spouses or domestic partners are retirees of the Company or its affiliates.

## ELIGIBILITY

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In order to be eligible for an allocation to an RHRA under the Plan, an individual must be either a Post Age 65 Retiree or a Post Age 65 Covered Dependent, as those terms are defined below, **and** be a member of an eligible group indicated below or an OSRAM Participant.

### **POST AGE 65 RETIREE**

For purposes of the Plan, a “Post Age 65 Retiree” means a retiree of the Company or of an affiliate of the Company who

- (1) is covered under the post-retirement health coverages of the Siemens Corporation Group Insurance and Flexible Benefits Program as of the later of (i) the date such retiree attains age 65 or (ii) January 1, 2013, provided such retiree has not been eligible for such coverages as a result of their being covered by a collective bargaining agreement with the Company or an affiliate of the Company;

and

- (2) is eligible for Medicare.

Also, a Post Age 65 Retiree includes a retiree who otherwise could have met all of the eligibility criteria above if he or she had elected to participate in such post retirement coverages, but who is not in fact covered under such post-retirement health coverages as of the later of (i) the date such retiree attains age 65 or (ii) January 1, 2013, provided such retiree elects to enroll in the Plan within 31 days from the effective date of eligibility for the RHRA and in such manner as the Company may prescribe

Further, a Post Age 65 Retiree shall also include a retiree who terminates employment with the Company and its affiliates after he or she attains age 65 and who otherwise could have met all of the eligibility criteria above if he or she had terminated employment from the Company and its affiliates on the day immediately preceding when the retiree had attained age 65.

### **POST AGE 65 COVERED DEPENDENT**

For purposes of the Plan, a “Post Age 65 Covered Dependent” means a “Dependent” of a retiree of the Company or of an affiliate of the Company who

- (1) is covered under the post-retirement health coverages of the Siemens Corporation Group Insurance and Flexible Benefits Program as of the later of (i) the date such Dependent attains age 65 or (ii) January 1, 2013, provided such Dependent has not been eligible for such coverages as a result of their being a Dependent of a retiree covered by a collective bargaining agreement with the Company or an affiliate of the Company;

and

- (2) is eligible for Medicare.

Also, a Post Age 65 Covered Dependent includes a Dependent who otherwise could have met all of the eligibility criteria above if he or she had elected to participate in such post retirement coverages, but who is not in fact covered under such post-retirement health coverages as of the later of (i) the date such Dependent attains age 65 or (ii) January 1, 2013, provided such Dependent or the retiree of whom the Dependent is a Dependent, as applicable, elects to enroll in the Plan within such timeframe and in such manner as the Company may prescribe.

Further, a Post Age 65 Covered Dependent includes a Dependent of a retiree who terminates employment with the Company and its affiliates after the retiree attains age 65 and who otherwise could have met all of the eligibility criteria above if the retiree had terminated employment from the Company and its affiliates on the day immediately preceding when the retiree had attained age 65.

## **OSRAM PARTICIPANT**

Certain Retirees Who Participated in the OSRAM Sylvania Retiree Medical Reimbursement Account Plan (the "OSRAM RMRA Plan") and

- (1) As of September 30, 2011, were employed by Siemens Corporation or an affiliate of the Company (other than OSRAM SYLVANIA Inc., OSRAM Sylvania Products Inc., or any of their subsidiaries);
- (2) Prior to September 30, 2011, participated in the OSRAM RMRA Plan and upon terminating employment from OSRAM, had completed more than 12 years of service with a participating employer in the OSRAM RMRA Plan, and satisfied the age and service requirements for normal or early retirement under the OSRAM SYLVANIA Pension Plan; and
- (3) Is a retiree of the Company or an affiliate of the Company who immediately prior to such individual's retirement was a participant in the Siemens Corporation Group Insurance and Flexible Benefits Program.

Appendix A outlines the provisions for an OSRAM Participant.

## **ELIGIBLE DEPENDENTS**

An individual must meet the definition of "Dependent" for purposes of determining

- (i) if an individual is a Post Age 65 Covered Dependent under the Plan, and
- (ii) for purposes of determining if expenses that meet the definition of "Qualifying Health Care Expenses", (see "Claims for Reimbursement" section below), incurred by a Dependent of a retiree who is eligible to participate in, and has elected to participate in, the Plan ("Retiree Participant") can be reimbursed from an RHRA in the Plan.

A "Dependent" means

- the spouse or domestic partner of a Retiree Participant, or

- The Retiree Participant's married or unmarried, children, regardless of student status, even if they are eligible for other employer medical coverage, up to the last day of the month in which each child reaches age 26.

Children for this purpose includes

- The Retiree Participant's natural child
- The Retiree Participant's legally adopted child
- A stepchild of a Retiree Participant who lives with the Retiree Participant
- The child of a domestic partner of a Retiree Participant
- Children for whom the Retiree Participant is the legal guardian as defined by a court order

A Dependent also includes a Retiree Participant's unmarried child who is incapable of self-care and dependent on the Retiree Participant for a significant portion of living expenses and other financial support because of a physical or mental handicap (as determined by the Claims Administrator of the Plan and subject to periodic review); however, the handicap must have occurred before the child's eligibility ceased (or would have ceased) under the Plan. A final determination by the Claims Administrator of the Plan must be made as to the child's handicapped status before the child's eligibility ceased.

### **ANNUAL INDIVIDUAL ALLOCATIONS TO AN RHRA UNDER THE PLAN**

The following is the current Annual Individual Allocations to an RHRA under the Plan for each Post Age 65 Retiree and each Post Age 65 Covered Dependent who are members of a group eligible for an allocation to an RHRA. \*

Retiree Allocation Group**	Annual Individual RHRA Allocation
RHRA Group A	\$1,440***
RHRA Group B	\$1,200***
RHRA Group C	\$1,020***
RHRA Group D	\$780***
RHRA Group E	\$300***



\*In no event shall a Retiree have more than one Post Age 65 Covered Dependent at any period of time for purposes of allocations made to an RHRA under the Plan.

\*\*The Retiree Allocation Group for a Post Age 65 Retiree is the group of which such retiree was a member as of the date the retiree terminated their employment with the Company and its affiliates. The Retiree Allocation Group for a Post Age 65 Covered Dependent is the Retiree Allocation Group that applies to the retiree of whom such Post Age 65 Covered Dependent is a Dependent.

\*\*\*The allocation applicable in the First Calendar Year for which a Post Age 65 Retiree or a Post Age 65 Covered Dependent is eligible for an allocation to an RHRA shall be pro-rated to reflect the months during that calendar year after a Post Age 65 Retiree or Post Age 65 Covered Dependent first becomes eligible to receive an allocation to an RHRA for that calendar year through the end of that calendar year.

The allocation applicable in the Second Calendar Year in which a Post Age 65 Retiree or a Post Age 65 Covered Dependent is eligible for an allocation to an RHRA, and in the Calendar Years thereafter, shall be equal to the full annual allocation applicable in that calendar year, notwithstanding the fact that the Post Age 65 Retiree or Post Age 65 Covered Dependent may cease being a Participant in the Plan during that calendar year; provided, however, in no event will a Post-Age 65 Retiree or a Post-Age 65 Covered Dependent be eligible for an allocation to the Plan in the Second Calendar Year or in any Calendar Year thereafter unless such Post-Age 65 Retiree or such Post-Age 65 Covered Dependent is a participant in the Plan as of the first day of that particular calendar year.

### **Example Calculations**

**Example 1** (assumes that the Retiree and Spouse are eligible for an RHRA for the entire calendar year)

Retiree and Spouse are part of RHRA Group A and both are eligible for an RHRA allocation. The Retiree and Spouse would each be allocated the following combined RHRA amounts

First Calendar Year Allocation and ongoing      \$1,440 + \$1,440 = \$2,880  
(Retiree + Spouse)

**Example 2** (assumes that the Retiree is eligible for an RHRA for the entire calendar year)

Retiree is part of RHRA Group D. The Retiree would be allocated the following RHRA amounts

First Calendar Year Allocation and ongoing      \$780  
(Retiree only)

**Example 3** (assumes that the Retiree and Spouse are eligible and enroll for an RHRA beginning January 1 of the calendar year)

A Post Age 65 Retiree and the Retiree's Medicare eligible Post Age 65 Spouse were eligible for health coverage under the Siemens Group health plan, but neither was enrolled in such coverage

before age 65 and both are part of RHRA Group D. Within the timeframe established by the Company (31 days from the effective date of eligibility for the RHRA), the Retiree calls and indicates election for the RHRA allocation for the Retiree and the Retiree's Spouse.

First Calendar Year Allocation and ongoing (Retiree + Spouse)      \$780 + \$780 = \$1,560

#### Example 4

A Post Age 65 Retiree and the Retiree's Medicare eligible Post Age 65 Spouse were eligible for health coverage under the Siemens Group health plan, but neither was enrolled in such coverage before age 65 and both are part of RHRA Group D. The Retiree does NOT call to elect the RHRA within the timeframe established by the Company (31 days from the effective date of eligibility for the RHRA). Therefore, no allocation will be given for the first calendar year in which the retiree is eligible for an RHRA allocation and beyond.

#### Example 5

Both Retiree and Retiree's Spouse have an RHRA (RHRA Group B), and Retiree dies midyear in a calendar year other than the first calendar year in which the retiree is eligible for an RHRA allocation

Annual Allocation (Retiree + Spouse)	\$2,400 (\$1,200 per person)
Claims Paid 01/01–05/31	\$1,000
Available Balance	\$1,400

Retiree dies 06/30, the available balance of \$1,400 allocated to retiree's RHRA moves to the spouse's RHRA

Claims Paid 06/30–12/31	\$1,000
Amount Available to Roll Over to Next Calendar Year	\$ 400

Surviving Spouse Account (Next Calendar Year)

RHRA rollover from prior calendar year	\$ 400
Surviving Spouse Allocation Only	\$1,200
Total Available Balance	\$1,600

#### Example 6

In the first year of eligibility, Retiree (RHRA Group C) attains Medicare eligibility on 05/01

Annual Allocation	\$1,020 prorated
\$1,020 ÷ 12 Months	\$85 per month
\$85 × 8 Months	\$680

Total Available Balance \$680

### Example 7

Post age 65 Retiree (RHRA Group E) has a Spouse attaining age 65 and Medicare eligibility midyear

Annual Allocation	\$300 (for Retiree)
Claims Paid 01/01–05/31	\$200
Available Balance	\$100

Spouse attains Medicare eligibility 06/01

Annual Allocation	\$300 prorated
$\$300 \div 12$ Months	\$25 per month
$\$25 \times 7$ Months	\$175

Available combined available balance in Retiree's and spouse's RHRA's on 06/01 is  
 $\$100 + \$175 = \$275$

### Example 8

Post age 65 Medicare eligible Active employee covering a post age 65 Medicare eligible Spouse retires mid-year (RHRA Group C) on 06/01

Annual Allocation (each)	\$1,020 prorated
$\$1,020 \div 12$ Months	\$85 (each per month)
$\$85 \times 7$ Months	\$595 (each)

Total Available Balance (Retiree + Spouse) \$595 (retiree) + \$595 (spouse) = \$1,190

**RETIREE GROUPS ELIGIBLE FOR AN ALLOCATION TO A RETIREE HEALTH REIMBURSEMENT ACCOUNT (“RHRA”) UNDER THE PLAN**

GROUP CRITERIA	RETIREE ALLOCATION GROUP FOR RHRA ALLOCATION														
<p><b>For employees who participated in the Siemens Corp Retiree Group Medical Program as of September 30, 1991</b></p> <ul style="list-style-type: none"> <li>i. Before October 1, 1987 (Closed Group)               <ul style="list-style-type: none"> <li>a. Participants who retired before 10/1/1987</li> <li>b. Retiree Pricing Indicator – <b>GRP1</b></li> </ul> </li> <li>ii. October 1, 1987 to September 30, 1991 (Closed Group)               <ul style="list-style-type: none"> <li>a. Participants who retired between October 1, 1987 and September 30, 1991</li> <li>b. Retiree Pricing Indicator – <b>GRP2</b></li> </ul> </li> <li>iii. September 30, 1991(closed group)               <ul style="list-style-type: none"> <li>a. Participants who retired after September 30, 1991 and were at least age 40 as of September 30, 1991</li> <li>b. Retiree Pricing Indicator – <b>PRE91P</b></li> </ul> </li> </ul>	<p><b>GRP1:</b> RHRA Group B</p> <p>Note: Group 1 also includes Communications Legacy Retirees (BG 029) converted in under SBSC administration effective 5/1/2008</p> <p><b>GRP2:</b> RHRA Group C</p> <p><b>PRE91P:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Employee Status as of <b>9/30/1991</b></th> <th style="width: 50%;">RHRA Allocation Group</th> </tr> </thead> <tbody> <tr> <td>Age 55-64, w/10 years of service</td> <td>B</td> </tr> <tr> <td>Age 65+, w/5 years of service</td> <td>B</td> </tr> <tr> <td>Age 50-54</td> <td>C unless B per below Age &amp; Service Matrix</td> </tr> <tr> <td>Age 40-49</td> <td>See below Age &amp; Service Matrix</td> </tr> <tr> <td>Age 55-64, w/less than 10 years of service</td> <td>C unless B per below Age &amp; Service Matrix</td> </tr> <tr> <td>Age 65+, w/less than 5 years of services</td> <td>C unless B per below Age &amp; Service Matrix</td> </tr> </tbody> </table> <p>Age &amp; Service Matrix after 9/30/91</p>	Employee Status as of <b>9/30/1991</b>	RHRA Allocation Group	Age 55-64, w/10 years of service	B	Age 65+, w/5 years of service	B	Age 50-54	C unless B per below Age & Service Matrix	Age 40-49	See below Age & Service Matrix	Age 55-64, w/less than 10 years of service	C unless B per below Age & Service Matrix	Age 65+, w/less than 5 years of services	C unless B per below Age & Service Matrix
Employee Status as of <b>9/30/1991</b>	RHRA Allocation Group														
Age 55-64, w/10 years of service	B														
Age 65+, w/5 years of service	B														
Age 50-54	C unless B per below Age & Service Matrix														
Age 40-49	See below Age & Service Matrix														
Age 55-64, w/less than 10 years of service	C unless B per below Age & Service Matrix														
Age 65+, w/less than 5 years of services	C unless B per below Age & Service Matrix														

GROUP CRITERIA	RETIREE ALLOCATION GROUP FOR RHRA ALLOCATION								
	Years of Service	55	56	57	58	59	60	61	62+
	10 – 16	E	E	E	E	E	E	E	E
	17 – 18	E	E	E	E	E	E	E	D
	19	E	E	E	E	E	E	D	D
	20 – 21	E	E	E	E	E	D	D	D
	22	E	E	E	E	D	D	D	C
	23 – 24	E	E	E	E	D	D	C	C
	25	E	E	E	D	D	C	C	C
	26 – 27	E	E	E	D	D	C	C	B
	28 – 29	E	E	D	D	C	C	B	B
	30+	E	E	D	C	C	B	B	B

For employees of a division of Siemens Industry, Inc, formerly known as Siemens Energy &Automation (“SEA”) that participated in the SE&A Retiree Group Medical Program as of January 1, 1991

SE&A (065) Salaried Branch 201/301

**PRE91P:**

Employee Status as of <b>1/1/1991</b>	RHRA Allocation Group
Age 55-64, w/10 years of service	B
Age 65+, w/5 years of service	B
Age 50-54	C unless B per below Age & Service Matrix
Age 40-49	See below Age & Service Matrix
Age 55-64, w/less than 10 years of service	C unless B per below Age & Service Matrix
Age 65+, w/less than 5 years of services	C unless B per below Age & Service Matrix

Age & Service Matrix after 9/30/91

Years. of Service	55	56	57	58	59	60	61	62+
10 – 16	E	E	E	E	E	E	E	E
17 – 18	E	E	E	E	E	E	E	D
19	E	E	E	E	E	E	D	D
20 – 21	E	E	E	E	E	D	D	D
22	E	E	E	E	D	D	D	C
23 – 24	E	E	E	E	D	D	C	C
25	E	E	E	D	D	C	C	C
26 – 27	E	E	E	D	D	C	C	B
28 – 29	E	E	D	D	C	C	B	B
30+	E	E	D	C	C	B	B	B

<p>Grandfathered, salaried SE&amp;A employees who retired between 10/2/91-12/31/96 AND salaried retirees who were at least age 50 as of 1/1/97 and retired on or before January 1, 2002.</p> <p><b>Note</b> – salaried employees of SE&amp;A Operating Companies who retired on or after 1/1/2002 will be eligible for the standard Siemens Corporation retiree plan provisions.</p>	<table border="1"> <thead> <tr> <th data-bbox="792 153 1214 268">Age</th> <th data-bbox="1222 153 1541 268">RHRA Allocation Group</th> </tr> </thead> <tbody> <tr> <td data-bbox="792 279 1214 363">&lt;=55 years 4 mos</td> <td data-bbox="1222 279 1541 363">E</td> </tr> <tr> <td data-bbox="792 373 1214 489">55 years 5 months – 57 years 1 month</td> <td data-bbox="1222 373 1541 489">D</td> </tr> <tr> <td data-bbox="792 499 1214 615">57 years 2 months – 58 years 10 months</td> <td data-bbox="1222 499 1541 615">C</td> </tr> <tr> <td data-bbox="792 625 1214 741">58 years 11 months – 60 years 6 months</td> <td data-bbox="1222 625 1541 741">B</td> </tr> <tr> <td data-bbox="792 751 1214 842">&gt;=60 years 7 months</td> <td data-bbox="1222 751 1541 842">A</td> </tr> </tbody> </table>	Age	RHRA Allocation Group	<=55 years 4 mos	E	55 years 5 months – 57 years 1 month	D	57 years 2 months – 58 years 10 months	C	58 years 11 months – 60 years 6 months	B	>=60 years 7 months	A							
Age	RHRA Allocation Group																			
<=55 years 4 mos	E																			
55 years 5 months – 57 years 1 month	D																			
57 years 2 months – 58 years 10 months	C																			
58 years 11 months – 60 years 6 months	B																			
>=60 years 7 months	A																			
<p><b>SE&amp;A Sunset Provisions</b></p> <p>SE&amp;A employees who, on January 1, 1991, were <b>44–49 years old</b> and employed by an SE&amp;A group covered by the retiree medical and life insurance provisions of the former SE&amp;A benefits plans.</p>	<p><b>If retired before 1/1/2002:</b></p> <table border="1"> <thead> <tr> <th data-bbox="792 947 995 1077" rowspan="2">Years of Service</th> <th colspan="3" data-bbox="1003 947 1541 1003">RHRA Allocation Group</th> </tr> <tr> <th data-bbox="1003 1014 1157 1077">Age 55</th> <th data-bbox="1166 1014 1336 1077">Age 57</th> <th data-bbox="1344 1014 1541 1077">Age 60</th> </tr> </thead> <tbody> <tr> <td data-bbox="792 1087 995 1140">10</td> <td data-bbox="1003 1087 1157 1140">E</td> <td data-bbox="1166 1087 1336 1140">E</td> <td data-bbox="1344 1087 1541 1140">E</td> </tr> <tr> <td data-bbox="792 1150 995 1203">&gt;=15 but &lt;20</td> <td data-bbox="1003 1150 1157 1203">E</td> <td data-bbox="1166 1150 1336 1203">E</td> <td data-bbox="1344 1150 1541 1203">D</td> </tr> <tr> <td data-bbox="792 1213 995 1266">&gt;=20+</td> <td data-bbox="1003 1213 1157 1266">E</td> <td data-bbox="1166 1213 1336 1266">D</td> <td data-bbox="1344 1213 1541 1266">B</td> </tr> </tbody> </table> <p><b>If retired on or after 1/1/2002:</b></p> <p>See Age &amp; Service Matrix on page 15</p>	Years of Service	RHRA Allocation Group			Age 55	Age 57	Age 60	10	E	E	E	>=15 but <20	E	E	D	>=20+	E	D	B
Years of Service	RHRA Allocation Group																			
	Age 55	Age 57	Age 60																	
10	E	E	E																	
>=15 but <20	E	E	D																	
>=20+	E	D	B																	



**SE&A Sunset Provisions**

SE&A employees who, on January 1, 1991, were **at least 50 years old** and employed by an SE&A group covered by the retiree medical and life insurance provisions of the former SE&A benefits plans

**If retired before 1/1/2002:**

Ages 57-59 → Group D

Ages 60-61 → Group B

Age 62 or Older → Group A

**If retired on or after 1/1/2002:**

Years of Service	Age 60	Age 61	Age 62+
10-25	C	C	C
26	C	C	B
27	C	C	B
28	C	B	B
29	C	B	B
30+	B	B	B

**SE&A Sunset Provisions**

SE&A employees who, on 1/1/1991, were **age 55 or older**, & had, for at least 10 years, been employed by an SE&A group that participated in the retiree medical

RHRA Group A

and life insurance provisions of the SE&A Retirement Plan	
Siemens Infrastructure Logistics (formerly Siemens Dematic Solutions, <b>Siemens Dematic Postal Automation</b> and ElectroCom) – BGs 044 & 707  <b>Note</b> – Only retirees of these benefit groups who retiree prior to January 1, 2005 and meet the age and service as of their retirement date, as applicable to their hire date, shall be eligible for an RHRA allocation.	
<ul style="list-style-type: none"> <li>○ Hired before 1/1/84; at least age 55 w/10 years of service AND age + service = 75</li> </ul>	RHRA Group C
<ul style="list-style-type: none"> <li>○ Hired 1/1/84 – 12/31/98; at least age 55 w/10 years of service AND age + service = 75</li> </ul>	RHRA Group E
<ul style="list-style-type: none"> <li>○ Hired on/after 1/1/99; at least age 55 w/15 years of service AND age + service = 75</li> </ul>	RHRA Group E
<ul style="list-style-type: none"> <li>○ Age 55 w/10 years of service AND age + service = 75</li> </ul>	RHRA Group E
Gard Employees – formerly BG 093. Acquired by Siemens Electrocom (BG 044) in 1996. Previously \$5/month for each year of service towards the cost of retiree medical coverage.	RHRA Group E
Mannesmann Surviving spouse (Closed) – BG 010.	RHRA Group A

## ENROLLMENT

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If a Post Age 65 Retiree or Post Age 65 Covered Dependent is eligible to participate in the Plan and if they are in fact actually covered under the post-retirement health coverages of the Siemens Corporation Group Insurance and Flexible Benefits Program as of the later of (i) the date such Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, attains age 65 or (ii) January 1, 2013, such Post Age 65 Retiree or Post Age 65 Covered Dependent will be automatically enrolled in the Plan as of the first day of the month following that date such Post Age 65 Retiree or Post Age 65 Covered Dependent are no longer eligible for participation in the post-retirement health coverages of the Siemens Corporation Group Insurance and Flexible Benefits Program.

Further, a Post Age 65 Retiree shall also include a retiree who terminates employment with the Company and its affiliates after he or she attains age 65 and who otherwise could have met all of the eligibility criteria above if he or she had terminated employment from the Company and its affiliates on the day immediately preceding when the retiree had attained age 65.

If a Post Age 65 Retiree or Post Age 65 Covered Dependent is eligible to participate in the Plan but he or she is not in fact actually covered under the post-retirement health coverages of the Siemens Corporation Group Insurance and Flexible Benefits Program as of the later of the (i) the date such Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, attains age 65 or (ii) January 1, 2013, such Post Age 65 Retiree or Post Age 65 Covered Dependent will need to enroll in the Plan within the timeframe and in such manner as the Company may prescribe from time to time (currently 31 days from the effective date of eligibility for an RHRA allocation).

If a Post Age 65 Retiree or Post Age 65 Covered Dependent is eligible to participate in the Plan but such Post Age 65 Retiree, or retiree of whom a Post Age 65 Covered Dependent is a Dependent, as applicable terminates employment with the Company or its affiliates after such retiree attains age 65, such Post Age 65 Retiree or Post Age 65 Covered Dependent will need to enroll in the Plan within the timeframe and in such manner as the Company may prescribe from time to time (currently 31 days from the effective date of eligibility for an RHRA allocation).

If a Post Age 65 Covered Dependent becomes a participant in the Plan prior to the retiree of whom such Post Age 65 Covered Dependent is a Dependent, such Post Age 65 Covered Dependent will receive an allocation to an RHRA under the Plan, but the retiree will not be credited with any allocation until the retiree becomes a participant in the Plan.

When a Post Age 65 Retiree dies, allocations under the Plan for the Post Age 65 Retiree will end; however, "Qualifying Health Care Expenses" (See the section entitled "Claims for Reimbursement") for such Retiree and the Retiree's Dependent incurred prior to the date of death can be submitted and reimbursed up to the amount in the RHRA under the Plan for that Retiree.

Following the death of a Post Age 65 Retiree, if a deceased Post Age 65 Retiree has an unused amount allocated to their RHRA after the death of the Post Age 65 Retiree, after taking into account all "Qualifying Health Care Expenses" incurred prior to the date of death of the Post Age 65 Retiree that can be submitted and reimbursed by the Post Age 65 Retiree's RHRA, and if such Retiree has a surviving Post Age 65 Covered Dependent, any such unused amount will be available in the RHRA under the Plan for the Post Age 65 Covered Dependent.

If a Post Age 65 Covered Dependent ceases to be eligible for participation in the Plan, allocations under the Plan for the Post Age 65 Covered Dependent will end, subject to any COBRA rights that may exist (see section below entitled "COBRA Eligibility"); however any "Qualifying Health Care Expenses" for such Post Age 65 Covered Dependent and Dependents of such Post Age 65 Covered Dependent incurred prior to the date the Post Age 65 Covered Dependent ceases to be eligible for participation in the Plan can be submitted and reimbursed up to the amount of the RHRA under the Plan for that Covered Dependent.

If retirees of the Company or any affiliate of the Company who are married or who are domestic partners are both Post Age 65 Retirees and eligible to be credited with an allocation to an RHRA under the Plan, each will receive an allocation as a Post Age 65 Retiree but neither will receive an allocation to an RHRA under the Plan as a Post Age 65 Covered Dependent.

**NOTE: In no event shall a Retiree receive an allocation for more than one Post Age 65 Covered Dependent at any period of time for purposes of Company allocations to an RHRA under the Plan.**

## RETIREE HEALTH REIMBURSEMENT ACCOUNT

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A Retiree Health Reimbursement Account (“RHRA”) will be established for a Post Age 65 Retiree and his/her Dependent(s), if any, at the time the Post Age 65 Retiree becomes a participant in the Plan. If a Post Age 65 Covered Dependent becomes covered under the Plan prior to the retiree for whom he or she is a Dependent becomes covered by the Plan, the RHRA Account will be established at the time the Post Age 65 Covered Dependent becomes covered under the Plan. A Post Age 65 Retiree and their Post Age 65 Covered Dependent, if any, will share one RHRA Account.

Each Plan Year a Post Age 65 Retiree and their Post Age 65 Covered Dependent who are part of an eligible retiree group, as set forth in the “Eligibility” section of this SPD will be eligible, for an amount to be allocated to an RHRA under the Plan. See the section of the SPD entitled “Annual Individual Allocations to an RHRA under the Plan”. This amount can be used for reimbursement of “Qualified Health Care Expenses” (as defined in the “Claims for Reimbursement” section of the SPD) incurred by the Post Age 65 Retiree and their Dependents.

Upon the termination of employment of an OSRAM Participant from the Company and its affiliates, the Company shall establish a Retiree Health Reimbursement Account for such OSRAM Participant (an “OSRAM Account”), notwithstanding that such OSRAM Participant may not be a Post Age 65 Retiree nor attained age 65.

Neither a Post Age 65 Retiree, a Dependent of a Post Age 65 Retiree, including a Post Age 65 Covered Dependent, nor an OSRAM Participant may contribute to an RHRA under the Plan. A Post Age 65 Covered Dependent may, however, be required to pay the “applicable premium” for continuation of Plan coverage under COBRA. See “General Notice of COBRA Continuation Coverage” section for more information regarding COBRA continuation coverage.

The RHRA is a notional arrangement, meaning that the allocations to the RHRA do not represent actual contributions made on behalf of a Post Age 65 Retiree, a Post Age 65 Covered Dependent, nor an OSRAM Participant and funds are not deposited in a separate account or otherwise set aside. Benefits paid under the RHRA are funded solely from the general assets of the Company.

## CLAIMS FOR REIMBURSEMENT

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A Post Age 65 Retiree, or a Post Age 65 Covered Dependent who has a current balance in their RHRA under the Plan may apply to the Claims Administrator for the Plan for reimbursement of expense up to the amount of such balance for:

- (1) premiums for individual health insurance coverage for the Post Age 65 Retiree and their Dependent or for the Post Age 65 Covered Dependent and their Dependent that are excludible under Section 213(d) of the Internal Revenue Code, regardless of whether such individual health insurance coverage was obtained through the exchanges offered by Alight Retiree Health Solutions (formerly known as Aon Retiree Health Exchange);

and

- (2) for other “Qualifying Health Care Expenses” of the Post Age 65 Retiree and their Dependent or by the Post Age 65 Covered Dependent and their Dependents, incurred on or after the date the Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, becomes a participant in the Plan.

### **Claims for Reimbursement of Premiums for Individual Health Insurance**

A “Qualifying Health Care Expense” for which reimbursement may be claimed from an RHRA under the Plan includes any premiums paid for any individual health insurance for a Post Age 65 Retiree and their Dependents or by a Post Age 65 Covered Dependent and their Dependent that are excludible under Section 213(d) of the Internal Revenue Code. This individual health insurance coverage does not need to be obtained through the exchanges offered by Alight Retiree Health Solutions (formerly known as Aon Retiree Health Exchange) to be reimbursed from an RHRA under the Plan.

Premiums paid under any **group plan** covering medical care or health coverage under any health or medical plan for a Post Age 65 Retiree and their Dependents or by a Post Age 65 Covered Dependent and their Dependents are not eligible for reimbursement from an RHRA under the Plan.

Premiums paid for long term care insurance are not eligible for reimbursement from an RHRA under the Plan.

### **Claims for Reimbursement for Other “Qualifying Health Care Expenses”**

A “Qualifying Health Care Expense” for which reimbursement may be claimed from an RHRA under the Plan includes amounts incurred by a Post Age 65 Retiree and their Dependents or by a Post Age 65 Covered Dependent and their Dependents for medical care as defined in Section 213 (d) of the Internal Revenue Code, such as expenses for hospital, doctor, dental care and vision care, and for prescription medicines and drugs, but only to the extent that the Post Age 65 Retiree and their Dependents or the Post Age 65 Covered Dependent and their Dependents incurring the expense are not reimbursed or entitled to reimbursement for the expense through insurance or otherwise other than under the Plan. Effective January 1, 2020, a “Qualifying Health Care Expense” also includes over-the-counter medical care products without a prescription from a physician as well as menstrual care expenses. Personal Protective Equipment (PPE) purchased primarily to prevent the

spread of COVID-19 is an eligible expense for reimbursement if the expense is incurred on or after January 1, 2020. COVID-19 PPE includes masks, hand sanitizer, and sanitizing wipes for use by an individual, an individual's spouse or domestic partner, or an individual's dependent(s).

A "Qualifying Health Care Expense" does not include amounts paid for long term care services or for an expense that is claimed as a deduction under Section 213 of the Internal Revenue Code.

A "Qualifying Health Care Expense" that is incurred for services shall be deemed to be incurred at the time the services to which the expense relates are rendered.

### **Forfeiture of Accounts**

If, following the date a Post Age 65 Retiree or Post Age 65 Covered Dependent cease to be eligible to participate in the Plan, any balance that remains allocated to a Post Age 65 Retiree's or Post Age 65 Covered Dependent's RHRA in the Plan after all reimbursements have been made in accordance with the terms of the Plan, shall remain the property of the Company and the Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, shall forfeit all right to such balance.

# CLAIMS PROCEDURES

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## **Requests for Information about an RHRA under the Plan**

If you and your Dependent have any questions about whether or not you have an RHRA under the Plan, the amount of contributions allocated to an RHRA, whether or not a particular expense is a “Qualifying Health Care Expense” eligible for reimbursement from an RHRA under the Plan or how to go about filing a claim for reimbursement from an RHRA under the Plan, please contact the Claims Administrator for the Plan, Alight Solutions, by calling a representative at the Siemens Benefits Service Center (“SBSC”) toll free at 800-392-7495. Representatives are available from 10 am to 6 pm Eastern time, Monday through Friday. You will need to follow the voice prompts to connect with a benefits service representative.

You can also obtain additional information about your RHRA under the Plan by visiting [retiree.alight.com/siemens](http://retiree.alight.com/siemens).

## **Filing a Claim for Reimbursement from an RHRA Under the Plan**

Any claim regarding whether you or your Dependent are eligible for an RHRA under the Plan, or the amount of contributions allocated to your RHRA under the Plan, or whether a particular expense is a “Qualifying Health Care Expense” that can be reimbursed from an RHRA under the Plan must be submitted in writing, on the applicable Plan Claims Form, to the Plan’s Claims Administrator at the following address:

Alight Solutions  
c/o Your Spending Account CAM  
PO Box 64012  
The Woodlands, TX 77387-4012

You and your Dependent can request a copy of this Plan Claims Form by contacting the SBSC at 800-392-7495 or by writing to Alight Solutions at the above address. In addition, along with the appropriate Plan Claims Form, you or your Dependent must submit a copy of your insurance premium bill or health expense, as applicable, a copy of a cancelled check or bank statement, an EOB (explanation of benefits) or, if no EOB is provided, a written statement from the service provider. The written statement from the service provider must contain the following: a) the name of the patient, b) the date service or treatment was provided, c) a description of the service of treatment; and d) the amount incurred.

**You or your Dependent must file a written claim to receive a reimbursement under an RHRA under the Plan before the end of the year following the year in which the expense for which reimbursement is requested was incurred.**

Your claim will not be reviewed by the Claims Administrator until you have submitted the appropriate Plan Claims Form, along with all the other necessary information.



Once you or your Dependent have submitted all of the necessary information to review your claim, a decision on your claim will be given to you or your Dependent as soon as possible, but no later than 90 days after you have submitted all of the required information on the claim, or 180 days in special cases, if a decision on a claim cannot be made within 90 days. You will be notified in writing before the end of this 90-day period of the special circumstances that require an extended period of consideration of your claim, and the approximate date when a decision is expected on your claim.

If a claim is denied in part or in whole, you or your dependent will receive written notification from the Plan's Claims Administrator, Alight Solutions. The notification will contain (a) the specific reason or reasons for denial; (b) a reference to specific Plan provisions on which the denial is based; (c) a description of any additional material or information necessary to perfect the claim, and an explanation of why the material or information is necessary; and (d) an explanation of the claim review appeal procedure and the time limits applicable to such procedures, including a statement of your right to bring a civil action under ERISA Section 502(a) following a denial upon review of the claim appeal.

**The maximum reimbursement amount that you can receive is equal to the current balance allocated to your RHRA at the time the request for reimbursement is processed.**

### **Filing an Appeal to a Claims Decision Under the Plan**

If a claim by you or your Dependent is denied in whole or in part, you or your Dependent can file an appeal to that decision by writing to the Administrative Committee of Siemens Corporation at the following address:

Administrative Committee of Siemens Corporation  
Claims and Appeals Management  
Dept 03537  
PO Box 1407  
Lincolnshire, IL 60069-1407

The appeal must be made in writing within 180 days after the date of the denial of your claim. In submitting your written appeal to the Administrative Committee, you should also submit any additional information you or your Dependent would like the Committee to consider in reviewing the appeal.

Your or your Dependent's written appeal should include your name and address, the fact that you are disputing the denial of a claim, the date of the initial notice of denial, and the reason(s) for disputing the denial. Copies of any materials or records that support your claim should be sent with the appeal.

A decision on an appeal will be made within 60 days of the date it is received by the Administrative Committee; however, special cases can require 120 days. If a decision on appeal cannot be made within 60 days, you or your Dependent will receive a notice of the special circumstances that require an extension before the end of the 60-day period.

The Administrative Committee has full and exclusive discretionary authority to interpret all provisions of the Plan, to determine material facts and eligibility for benefits, and to construe the terms of the Plan. Interpretations and determinations made by the Administrative Committee with respect to the

Plan will be final, conclusive, and binding; unless it can be shown that the interpretation or determination was arbitrary and capricious.

If you or your Dependent have filed a claim for benefits that has been denied on appeal, and you or your Dependent believes the claim is improperly denied, you may bring an action in a court of law. You must exhaust all claim and appeal procedures before seeking relief in a court of law.

## TERMINATION OF COVERAGE

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### **When Coverage Ends**

Coverage for you (and your Dependents) will end upon any of the following:

- The Plan is terminated or amended such that you are no longer eligible for coverage;
- You no longer meet the eligibility requirements;
- Your death;

No future amounts will be allocated to your RHRA once your coverage ends; however, you or your estate, as applicable, will be able to submit claims for reimbursement of “Qualifying Health Care Expenses” that were incurred prior to the date your coverage under the Plan ended and until the entire account balance has been spent down; provided such claims are timely filed.

Coverage for a Post Age 65 Covered Dependent (and Dependents of a Post Age 65 Covered Dependent) will end upon any of the following:

- The Plan is terminated or amended such that a Post Age 65 Covered Dependent is no longer eligible for coverage;
- A Post Age 65 Covered Dependent no longer meets the eligibility requirements;
- A Post Age 65 Covered Dependent’s death;

No future amounts will be allocated to an RHRA for a Post Age 65 Covered Dependent once coverage ends for that Post Age 65 Covered Dependent; however the Post Age 65 Covered Dependent, or the estate of a Post Age 65 Covered Dependent, as applicable, will be able to submit claims for reimbursement of “Qualifying Health Care Expenses” that were incurred prior to the date the Post Age 65 Covered Dependent’s coverage under the Plan ended and until the entire account balance has been spent down. As described below, in some circumstances, a Post Age 65 Covered Dependent may be entitled under COBRA to continue coverage that would otherwise end.

## CONTINUING COVERAGE

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COBRA continuation coverage is a temporary extension of coverage under the Plan after a Post age 65 Retiree or Post Age 65 Covered Dependent loses coverage in certain circumstances. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). If you or your Post Age 65 Covered Dependent have questions about your COBRA continuation rights, please contact the SBSC at 800-392-7495. COBRA continuation coverage can become available to a Post Age 65 Retiree or Post Age 65 Covered Dependent when the Post Age 65 Retiree or Post Age 65 Covered Dependent would otherwise lose coverage under the Plan due to certain events. This section generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

### **COBRA Eligibility**

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event”. After a qualifying event (and any required notice of that event is properly provided), COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” Generally, in a plan such as this Plan, only a Post Age 65 Retiree or a Post Age 65 Covered Dependent could become a qualified beneficiary if coverage under the Plan is lost because of a qualifying event. As discussed below, there is one circumstance in which a Post Age 65 Retiree could become a qualified beneficiary and two circumstances in which a Post Age 65 Covered Dependent could be a qualified beneficiary. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are a Post Age 65 Retiree, you can only become a qualified beneficiary in the very unlikely event that the Company files for a proceeding in bankruptcy under Title 11 of the United States Code. If a proceeding in bankruptcy were filed, and if you lose coverage within one year before or after, and as a result of, the bankruptcy filing, you will become a qualified beneficiary.

If you are a Post Age 65 Covered Dependent, you can also become a qualified beneficiary in the very unlikely event that the Company files for a proceeding in bankruptcy under Title 11 of the United States Code. If a proceeding in bankruptcy were filed, and if you lose coverage within one year before or after, and as a result of, the bankruptcy filing, you will become a qualified beneficiary.

In addition, if you are a Post Age 65 Covered Dependent and you lose coverage due to your divorce or legal separation from your spouse you are a qualified beneficiary who can elect COBRA continuation coverage. The divorced or separated Post Age 65 Covered Dependent will need to follow the procedures outlined below for providing notice of such divorce or separation.

The mere fact that a retiree spouse of a Post Age 65 Covered Dependent predeceases the Post Age 65 Covered Dependent will not result in that Post Age 65 Covered Dependent losing coverage under the Plan.

## **Notification of COBRA Continuation Coverage Election: A Post Age 65 Covered Dependent Must Give Notice of a Divorce or Legal Separation**

A Post Age 65 Covered Dependent must notify the Company of their divorce or legal separation. A COBRA election will be available only if a Post Age 65 Covered Dependent notifies the Company of the qualifying event within 60 days after the later of (1) the date of the qualifying event and (2) the date on which the Post Age 65 Covered Dependent loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event. The next paragraphs explain the procedure to provide this notice.

The Post Age 65 Covered Dependent should notify the SBSC by calling 800-392-7495 by the 60-day deadline described above. The 60-day period is extended to the next business day if the last day of the 60-day election period falls on a Saturday, Sunday, or legal holiday. On the call a Post Age 65 Covered Dependent will be asked to furnish their name, the qualifying event that has occurred, the date of the qualifying event, and their address. The Post Age 65 Covered Dependent may be required to submit evidence of the qualifying event.

A Post Age 65 Covered Dependent must provide notice in a timely manner. If not, the Post Age 65 Covered Dependent who loses coverage due to a divorce or legal separation will not be offered the option to elect continuation coverage.

### **Procedures to Elect COBRA Continuation Coverage**

After proper and timely notice of a divorce or legal separation, the Post Age 65 Covered Dependent will be sent a COBRA Enrollment Notice. Also, in the unlikely event the Company files for a proceeding in bankruptcy under Title 11 of the United States Code, A Post Age 65 Retiree and Post Age 65 Covered Dependent will be sent a COBRA Enrollment Notice. To elect COBRA continuation coverage, the Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, must complete the enrollment election by calling the SBSC at 800-392-7495 within 65 days from the date of the COBRA Enrollment Notice (or, if later, the date coverage is lost) according to the directions on the form. The 65-day period is extended to the next business day if the last day of the 65-day election period falls on a Saturday, Sunday, or legal holiday. If the Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, does not elect continuation coverage within this period, the Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, will not receive continuation coverage.

For a Post Age 65 Retiree or Post Age 65 Covered Dependent who timely elects COBRA continuation coverage, COBRA continuation coverage will begin on the date coverage under the Plan would otherwise end.

### **Length of COBRA Continuation Coverage**

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the divorce or legal separation of the Post Age 65 Covered Dependent or due to the Company filing for a proceeding in bankruptcy under Title 11 of the United States Code, COBRA continuation coverage under the Plan lasts for up to 36 months.

## **Cost of Continuation Coverage**

Each Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, will be required to pay the entire cost of COBRA continuation coverage plus a 2% administrative fee. The amount of COBRA premiums can be increased from time to time during the period of COBRA coverage to the extent permitted by federal law.

## **Payment for COBRA Continuation Coverage**

A Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, will not be considered to have made any COBRA payment if their check is returned due to insufficient funds or otherwise.

## **First payment for COBRA continuation coverage**

If a Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, elects COBRA continuation coverage, no payment has to be sent at the time of the enrollment election; however, the first payment for COBRA continuation coverage must be made not later than 45 days after the date of their election. If the first payment for COBRA continuation coverage is not made in full within 45 days after the date of the election, the Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, will lose all COBRA continuation coverage rights under the Plan. The Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, is responsible for making sure that the amount of the first payment is correct. To confirm the correct amount of their first payment, the Post Age 65 Retiree or Post Age 65 Covered Dependent should call the SBSC at 800-392-7495.

## **Periodic payments for COBRA continuation coverage**

After a Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, makes their first payment for COBRA continuation coverage, he or she will be required to make payments for each subsequent month of coverage. Under the Plan, these periodic payments for COBRA continuation coverage are due on the first of each month. If mailed, COBRA payment must be postmarked on or before the first of the month to be timely. If a periodic payment is made on or before the first day of the month to which it applies, the Post Age 65 Retiree's or Post Age 65 Covered Dependent's coverage, as applicable, under the Plan will continue for that month without any break. The Plan may not send periodic notices of payments due each month. Periodic payments for COBRA continuation coverage should be sent to the same address as the first payment.

## **Grace periods for periodic payments**

Although periodic payments are due on the first of each month, a Post Age 65 Retiree or a Post Age 65 Covered Dependent, as applicable, will be given a grace period of 30 days after the first day of the month to make each periodic payment. Their COBRA continuation coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that payment. If mailed, a COBRA payment must be postmarked on or before the end of the grace period.

If the Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, fails to make a periodic payment before the end of the grace period for that month, he or she will lose all rights to COBRA continuation coverage under the Plan. If COBRA continuation coverage is cancelled for nonpayment, coverage will not be reinstated and the Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, will have no further rights to COBRA continuation coverage.

**Termination of COBRA Continuation Coverage before the End of the Maximum Coverage Period**

COBRA continuation coverage will automatically terminate before the end of the maximum period if (i) any required premium is not paid in full on time, or (ii) the Company terminates the Plan.

# ADMINISTRATION

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## **Plan Amendment and Termination**

Siemens Corporation reserves the right to amend and terminate the Plan in whole or in part, at any time and in any respect and for any reason and either prospectively or retroactively or both. The right of Siemens Corporation to amend or terminate the Plan includes, but is not limited to, changes in the eligibility requirements, contribution allocations, funding arrangements, benefits provided and termination of all or a portion of the coverage provided under the Plan. No oral statements or representations can amend the Plan. Siemens Corporation makes no promise to continue the Plan, or the benefits offered under the Plan in the future, and individuals have no vested right to the Plan, or the benefits offered under the Plan.

## **Recovery of Overpayment**

If a benefit payment to a Post Age 65 Retiree or Post Age 65 Covered Dependent, on their behalf exceeds for any reason the benefit amount he or she is entitled to receive in accordance with the terms of the Plan, the Plan Administrator has the right to require the return of the overpayment on request, and upon request the Post Age 65 Retiree or Post Age 65 Covered Dependent, as applicable, must immediately refund the overpayment as well as help the Plan Administrator obtain the refund of the overpayment from another person or entity. This includes any overpayment resulting from retroactive awards received from any source, fraud or any error made in processing a claim under the Plan. This also includes any overpayment resulting from reimbursement for an expense that is later paid for by some other medical plan. The Plan Administrator also has the right, at its option, to recover the overpayment by reducing or offsetting against any future benefit payments. Such rights do not affect any other right of recovery the Plan Administrator may have with respect to such overpayment and the Plan Administrator reserves the right to obtain the overpayment by any other method permitted by the law. The Plan Administrator will determine in its sole discretion the method by which the repayment of the overpayment shall be made.

## **Assignment Prohibited**

No individual shall have any transmissible interest in any benefit under the Plan or any power to anticipate, alienate, dispose of, pledge, or encumber the same, nor shall the Company recognize an assignment thereof, either in whole or in part, nor shall any benefit be subject to attachment, garnishment, and execution following judgment or other legal process.

## **Right to Information**

The Plan Administrator and Claim Administrator shall have the right to require any person claiming eligibility to participate in, or to qualify for benefits under, the Plan to (a) furnish any information or documentation it determines necessary, and (b) certify or sign an affidavit attesting to certain facts. These rights are in addition to, not in lieu of, any rights of the Plan Administrator and Claims Administrator set forth in this SPD.

## **Tax Consequences**

The information in this SPD may not be relied on as tax advice for any purpose. The Company does not guarantee any specific tax consequences. Ultimately, it is your responsibility to determine



whether each payment to you under this Plan is excludable for tax purposes. In case of doubt, you should consult your own qualified tax adviser.

### **Use of Forfeitures**

Forfeitures under the Plan can be used, at the sole discretion of the Company, to reduce the cost of administering the Plan or to pay for other Plan expenses and for any other purpose permitted under the law.

### **Funding**

Each Retiree Health Reimbursement Account (“RHRA”) under the Plan is a notional arrangement. The arrangement is simply a bookkeeping device that allows the Company and you to keep track of the amounts allocated to your RHRA account and reimbursements made to you under the Plan. You do not have an interest in the amounts allocated to your RHRA and you have no property rights in the RHRA. The RHRA is not funded, nor does it bear interest or accrue earnings of any kind. Amounts allocated to an RHRA cannot be paid out to an individual or used for any other purpose than described in the Plan.

### **Plan Expenses**

The Company will pay the expenses of administering the Plan.

### **Satisfaction of Claims**

Any payment to or for the benefit of any individual, legal representative or person chosen in accordance with the provisions of the Plan shall, to the extent of the payment, be in full satisfaction of all claims against the Plan and the Company, either of which may require the payee to execute a receipted release as a condition precedent to the payment.

### **No Employment Rights**

Neither the terms of the Plan nor the benefits provided under the Plan shall be a term of employment of any individual. This SPD and the Plan shall not be deemed an employment contract.

### **Privacy of Protected Health Information**

The Plan is subject to federal privacy requirements established by the Health Insurance Portability & Accountability Act of 1996 (“HIPAA Privacy Rules”), as amended, and the regulations thereunder which require the Plan to protect the privacy of information about your health and that of your Dependents. The Plan is permitted under the HIPAA Privacy Rules to share your and your dependents’ protected health information with the Company and third parties (including the Claims Administrator) for certain limited purposes, such as operation of the Plan and payment of claims. For more information, you should review the Plan’s Notice of Privacy Practices. You have a right to request a copy of this notice and can obtain a copy by sending a written request to the SBSC at:

Alight Solutions  
c/o Your Spending Account  
PO Box 64012  
The Woodlands, TX 77387-4012

## IMPORTANT PLAN INFORMATION

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Plan Name:	Siemens Corporation Retiree Health Reimbursement Account Plan
Type of Plan:	The Plan is an employee welfare benefit plan providing health care benefits.
Plan Year:	The plan year is the calendar year beginning each January 1 and ending each December 31.
Plan Number:	523
Plan Sponsor:	Siemens Corporation 200 Wood Avenue South Iselin, New Jersey 08830 Telephone Number 732-590-6895
Plan Sponsor's Employer Identification Number:	13-2623356
Plan Administrator	Siemens Corporation 200 Wood Avenue South Iselin, New Jersey 08830 Telephone Number 800-392-7495
Claims Administrator	Alight Solutions c/o Your Spending Account PO Box 64012 The Woodlands, TX 77387-4012 Telephone Number 800-392-7495
Agent for Services of Legal Process:	Siemens Corporation 200 Wood Avenue South Iselin, New Jersey 08830

## ERISA RIGHTS

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As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants will be entitled to:

### **Receive Information about Your Plan and Benefits**

- a. Examine without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts, and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b. 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 (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Continue Plan Coverage**

Continue Plan coverage for yourself, spouse, or 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 this Summary Plan Description and the documents governing the Plan on the rules governing your continuation coverage rights.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating certain rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your 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 from the Plan, or from exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

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 and do not receive them within 30 days, you may file suit in a 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 or ignored, in whole or in part, you may file suit in a state or federal court after exhausting the Plan's appeal procedure. In addition, if you should disagree with the Plan's decision or lack thereof concerning the qualified status of domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that the 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, for example, if it finds that your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security 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.

## Appendix A

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### **Special Provisions for Certain Retirees Who Participated in the OSRAM SYLVANIA RETIREE MEDICAL REIMBURSEMENT ACCOUNT PLAN (the “OSRAM RMRA Plan”)**

Unless noted below, the provisions of the Siemens Corporation Retiree Health Reimbursement Account Plan defined in this SPD apply to OSRAM Participants with an OSRAM Account.

#### **ENROLLMENT**

An OSRAM Participant shall become a Participant in the Plan upon the establishment of an OSRAM Account (as defined below).

#### **TERMINATION OF COVERAGE**

An OSRAM Participant will cease to be a Participant upon the earliest of:

- (1) The date on which the Plan terminates;
- (2) The death of the OSRAM Participant without a surviving spouse. If the OSRAM Participant leaves a surviving spouse, the surviving spouse shall take the place of the OSRAM Participant and upon the death of such surviving spouse any unused amounts credited to the OSRAM Account will be forfeited; or
- (3) The date the OSRAM Account balance is exhausted.

#### **RETIREE HEALTH REIMBURSEMENT ACCOUNT**

##### **Establishment of an OSRAM Account**

Upon the termination of employment of an OSRAM Participant from the Company and its affiliates, the Company shall establish a Retiree Health Reimbursement Account for the OSRAM Participant (an “OSRAM Account”), notwithstanding that such OSRAM Participant may not be a Post Age 65 Retiree nor attained age 65.

The Company shall allocate to an OSRAM Participant’s OSRAM Account an amount equal to the balance credited to such OSRAM Participant’s account in the OSRAM RMRA Plan on the date such OSRAM Participant terminated employment with OSRAM, plus interest credited on such amount at 5% per year through the earlier of the date such OSRAM Account is established or December 31, 2018. No interest shall be credited for any period after December 31, 2018.

If an OSRAM Account is established prior to December 31, 2018, it shall continue to be credited with interest on the balance of such account through December 31, 2018.

Except as otherwise required by law, the amount allocated to an OSRAM Participant's Account shall be the property of the Company until paid out pursuant to the Claims for Reimbursement section of this document.