

PLAN DESIGN COMMITTEE

Minutes and Resolutions December 13, 2006

QWEST GROUP LIFE INSURANCE PLAN

Current Situation:

- The Life Plan was amended to incorporate changes to retiree coverage which are effective January 1, 2006. The Amendment also reflects the previously approved deadline by which a civil lawsuit must be filed. Additionally, the Life Plan is amended to reflect changes to the Plan as announced to participants by means of summaries of material modifications which are attached to the Amendment. Finally, the Appendices are updated to reflect what pay is included in the definition of 'Annual Pay' and which Companies are "Participating Companies."
- Due to the implementation of a program whereby employees of a foreign subsidiary will be temporarily assigned to employment with Qwest in the United States, the Plan has to be amended to permit participation by such employee on overseas assignment during the course of such assignment.

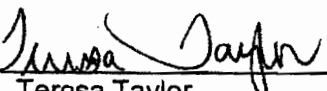
Recommendation:

That the attached amendment which is effective January 1, 2006 is adopted in substantially the form attached hereto.

RESOLVED, that the Amendment 2006-1 to the Qwest Group Life Insurance Plan be and hereby is adopted effective January 1, 2006, in substantially the form as the attached document; and

FURTHER RESOLVED, that Erik P. Ammidown, the Director, Health, Life & Disability Benefits is hereby authorized to publish the amendment, together with descriptions as required, as soon as is administratively practicable.

By:


Teresa Taylor

By:


Felicity O'Herron

By:


Erik P. Ammidown

Date: December 13, 2006

**RESOLUTIONS OF THE QWEST PLAN DESIGN COMMITTEE
QWEST GROUP LIFE INSURANCE PLAN
AMENDMENT 2006-1**

WHEREAS the Qwest Group Life Insurance Plan, (formerly the U S West Group Life Insurance Plan) as Amended and Restated Effective June 12, 1998 (the "Life Plan"), is sponsored by Qwest Communications International Inc. (the "Company"); and

WHEREAS Section 10.1 of the Life Plan provides that the Company may amend the Plan;

WHEREAS Section 8.4 of the Life Plan provides that the Company may delegate its responsibility as Plan Sponsor and, pursuant to resolutions adopted at the May 2, 2001 meeting of the Board (the "May 2001 resolutions"), the Company delegated its powers as set forth in including the authority to amend the Plan, to the Company's Plan Design Committee; and

WHEREAS the Plan Design Committee delegated the authority to amend any and all the employee benefit plan sponsored by the Company, including the Life Plan to the Executive Vice President of Human Resources; and

WHEREAS the Plan Design Committee determined it appropriate to amend the Life Plan effective January 1, 2006, or earlier if expressly indicated, as follows (capitalized terms shall have the meanings set forth in the Life Plan document):

◇ Effective January 1, 2006, to amend the Section 1.1 definition of "Salaried Employee" and "Occupational Employee" respectively in their entirety to read as follows:

"Salaried Employee" or "Management Employee" means an Employee whose position is not subject to automatic wage progression and whose pay is at a monthly or annual rate, excluding Employees classified as acting Management Employees (temporarily promoted to salary status). Solely for purposes of determining eligibility for coverage as a retiree, an Employee who was an Occupational Employee and later transfers or is employed in a management position and retires on or after January 1, 2004, must be employed as a Management Employee for at least thirty six (36) consecutive months immediately prior to retiring, and satisfy all other Plan eligibility requirements, in order to be eligible for coverage under the Plan as a Management Employee at the time of retirement. In addition, notwithstanding the foregoing or any other provision of this Plan, the term "Management Employee" includes an Employee who is represented by a union for collective bargaining purposes and for whom the union and the Company have agreed that the benefits available under the Plan for Management Employees shall be made available rather than the benefits available under the Plan for Occupational Employees, but only for such period of time as specified in the agreement between the union and the Company. Further, the term shall include an Employee who is an employee of any non-U.S. subsidiary or affiliate who is assigned to work within the U.S. and placed on a Participating Company payroll pursuant to an Overseas Letter of Assignment for

finite periods of employment within the U.S., and participation in the Plan by such Management Employee will be pursuant to his Overseas Letter of Assignment.

“Occupational Employee” means a Bargained Employee or non-management Employee, including Employees classified as acting Management Employees (temporarily promoted to salary status). Solely for purposes of determining eligibility for coverage as a retiree, an Employee who was a Management Employee and later transfers or is employed in an Occupational Employee status and retires on or after January 1, 2004, must be employed as an Occupational Employee for at least thirty six consecutive months immediately prior to retiring, and satisfy all other Plan eligibility requirements, in order to be eligible for coverage under the Plan as an Occupational Employee at the time of retirement. In addition, notwithstanding the foregoing or any other provision of this Plan, the term “Occupational Employee” shall exclude an Employee who is represented by a union for collective bargaining purposes and for whom the union and the Company have agreed that the benefits available under the Plan to Management Employees shall be made available rather than the benefits available under the Plan for Occupational Employees, but only for such period of time as specified in the agreement between the union and the Company .

- ◇ Effective January 1, 2006, to amend the Section 1.1 definition of “Basic Life Coverage” to add:

Effective January 1, 2006, with respect to Occupational Employees upon their retirement, the Basic Life Coverage is a flat \$10,000 Benefit. Effective January 1, 2006, with respect to Post-1990 Occupational Retirees, the Basic Life Coverage is a flat \$10,000 Benefit. To the extent a Post-1990 Occupational Retiree has elected and maintained participation in Supplemental Life Coverage, the amount of such Benefit shall not be impacted due to this change in Basic Life Coverage.

- ◇ Effective January 1, 2006, to amend the Section 1.1 definition of “Participating Company” as follows:

“Participating Company” means individually or collectively as the context may require, any Affiliated Entity that, with the consent of the EBC, participates in the Plan and which is listed on the Appendix 7. Qwest Communications International Inc., Qwest Services Corporation (QSC) and the wholly owned subsidiaries of QSC with employees that participate in this Plan as of the effective date of the restatement and as listed on Appendix 7 shall be a Participating Company. With respect to subsidiaries, divisions, or affiliates acquired or organized by Qwest after the Effective Date, such entity shall become a Participating Company in the Plan effective as of the date, if any, that participation by such entity is approved by the EBC and as of the date the Plan Sponsor, or its delegate, Director, Employee Benefits, Health, Life & Disability, in its discretion amends Appendix 7 to add such entity. The Director, Employee Benefits, Health, Life & Disability, has the authority to amend Appendix 7 at any time.

- ◇ Effective January 1, 2006, to add a new Section 7.3 “Legal Remedy” as follows:

7.3 Legal Remedy. After exhausting the claims procedure as provided in Section 7.2, nothing shall prevent any person from pursuing any other legal remedy; provided, however, that no person shall have the right to file a civil action, proceeding or lawsuit against the Plan or any person acting with respect to the Plan, including, but not limited to, the Company, any Participating Company, the Plan Administrator or any other Plan fiduciary, or any third party service provider, after the last day of the twelfth (12th) month following the later of (1) the deadline for filing an appeal under the Plan or (2) the date on which an adverse benefit determination on appeal was issued with respect to such Plan benefit claim.

- ◇ Effective January 1, 2006, to amend Section 9.1 “Adoption of Plan” in its entirety as follows:

9.1 Adoption of Plan. Any corporation, whether or not presently existing, that becomes an Affiliated Entity after the date this Plan is adopted may become a party to the Plan by adopting the Plan for its Employees, with the consent of the Committee, or by being designated by the Committee to participate in the Plan on Appendix 7.

- ◇ Effective January 1, 2006, to amend Appendix 1 in substantially the form attached hereto.

- ◇ Effective January 1, 2006, to add Appendix 7 in substantially the form attached hereto.

- ◇ To amend the Life Plan to reflect administrative practices since January 1, 2004, as reflected in participant notifications issued since then as attached hereto and in substantially the form attached hereto, effective as of the dates indicated, and to update the plan document to reflect recent regulatory guidance and case law.

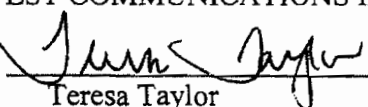
RESOLVED, that the Life Plan be and hereby is amended to incorporate the amendments and modifications outlined above and in substantially the form attached hereto;

RESOLVED, that administrative practices previously adopted within the terms of the foregoing resolutions are hereby affirmed, approved and ratified in all respects as contemplated herein; and

FURTHER RESOLVED, that the Plan Design Committee be, and or its duly authorized delegate be, and each of them hereby is, authorized and instructed to execute any and all documents and to take any and all actions necessary or appropriate to effectuate the amendment of the Life Plan as contemplated herein.

Executed this 13th day of December, 2006

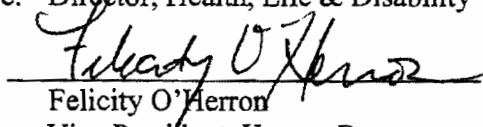
PLAN DESIGN COMMITTEE
QWEST COMMUNICATIONS INTERNATIONAL INC.

By: 
Teresa Taylor

Title: Executive Vice President

By: 
Erik P. Ammidown

Title: Director, Health, Life & Disability

By: 
Felicity O'Herron

Title: Vice President, Human Resources - Compensation

Appendix 1
SPECIAL PAYMENTS (TO BE INCLUDED IN ANNUAL PAY)

The Schedule below shall be included in Annual Pay for purposes of calculating a Primary Participant's coverage amounts for Basic Life Coverage, AD&D Coverage and Supplemental Life Coverage. A code beginning with a "Y" is an Occupational Employee Code; all others are Management Employee codes.

Earn Code Descr	Earn Code Descr
ACM ASP Commission Pay	Y01 Annual Occupational Bonus
ADV Commission Advance	Y06 Conversion Payment
BMS Commission RVP & BM Payout	Y07 Quota Payment
BRI Commission Bridge Payment	Y12 Lead Referral Commission
CCS Commission – CCS	Y13 Benefits In Lieu
CDJ Commission – Adjust	Y15 Lump Sum Red Circle
COM Commission	Y18 Lump Sum Reassignment
CRB Commission – Review Board	Y21 OJA Biweekly Lump Sum
DRW DRAW	Y22 Misc Special Pmt
FSR Field Support Rep	Y27 Enhanced Comp Plan
INC Commission Incentive	Y28 Bonus Incentive Plan
IRB In-Region Bonus	Y2B Gen Avg Earnings Pd
ITS Commission – ITS	Y2W Sales Commissions
KBS Bell South KPA	Y2Y Other Sales Commission
KPA Key Product Award	Y31 Performance Commission
NRD Non Recoverable Draw	Y32 Published Commission
OAG Qwest/Bell South Commissions	Y33 IYP Commissions
OBU Commission Other Business Unit	Y34 Transition Buyout
OPS Operator Services Commission	Y35 Consideration Buyout
PPC Comm on Prepaid Calling Cards	Y36 Reassignment Lump Sum
QCO Comm QIS DIA	Y3L EEO Settlement
QLW Comm QIS Equipment & SVS	Y43 Incentive Compensation
QWH Comm QIS Web Hosting	Y4R FMLH Holiday
RCD Recoverable Draw	Y5C IndiVUAL Special Pmt
RF2 Repay Generated Avg Earns Pd	Y5M Force Pool Lump Sum
RM3 Repay Gen Avg Earns Pd Fica Ex	Y97 Gen Avg Earns Pd Fica Exempt
RWB Renewal Bonus	YC4 Sales Commission Flat Rt
SAB Sales Bonus	YC9 EEO Settlement
SCO Sales Contest	YD3 Quarterly Bonus
SOD Comm – Special Dispensation	YD4 Monthly Bonus
SQB Sales Quota Bonus	YD5 Sales Bonus
WSW Wholesales – Monthly	

Appendix 7

Participating Companies

Qwest Communications Corporation
Qwest International Services Corp.
Qwest Interprise America, Inc.
Qwest Broadband Services
Qwest Information Technologies
Qwest Wireless, LLC
Qwest Corporation
Qwest Communications Government Services, Inc.
Qwest Business Resources, Inc.
Malheur Home Telephone Company
Qwest Services Corporation

SUMMARY OF MATERIAL MODIFICATIONS

QWEST ACTIVE PARTICIPANTS

- **Health and Life Protected Participant Definition Change**
- **Retiree Health and Life Eligibility Change in Rules for Transfers and Rehires Between Occupational and Management**

The Qwest Health Care Plan is a comprehensive health and welfare benefits program for eligible Qwest participants. The Qwest Life Insurance Plan is a welfare benefit plan that provides life insurance benefits for eligible employees and retirees. Effective January 1, 2004, Qwest Communications International Inc. (the "Company") adopted amendments to the Qwest Health Care Plan and the Qwest Life Insurance Plan (collectively, the "Plans").

HEALTH AND LIFE PROTECTED PARTICIPANT DEFINITION CHANGE

Please note that the definition of Protected Participant for the Health and Life Plans may vary from the definition of Protected Participant set forth in the Qwest Pension Plan.

Prior amendments to the Plans introduced the definition of a "Protected Participant" for Management Employees. In order to be eligible for retiree health and life benefits, Management Employees must meet the requirements of the definition of a Protected Participant and meet the "modified Rule of 75"¹ upon retirement from Qwest.

- Effective January 1, 2004, solely for purposes of determining eligibility for retiree health and life coverage under the Qwest Health and Life Plans, the definition of Protected Participant changes to:

Protected Participant means a Management Employee who either:

- (1) was employed as an active Employee and was a Participant in the Plans on December 31, 2000, and
- (2) has 20 years Term of Employment (TOE) as of December 31, 2000, and
- (3) has been continuously employed from January 1, 2001 until he/she satisfies the conditions for the modified Rule of 75 and retires from the Company;

OR

- (1) was employed as an active Employee and was a Participant on December 31, 2000, and

¹ **Modified Rule of 75** - Briefly, the modified Rule of 75 under the Qwest Pension Plan is met if a Participant separates from service from the Company and satisfies at the time of his/her separation one of the following minimum age and service requirements:

- (1) at least age 65 and completion of a ten year Term of Employment (TOE);
- (2) age 60 and completion of a fifteen year TOE;
- (3) age 55 and completion of a twenty year TOE;
- (4) age 50 and completion of a twenty-five year TOE; or
- (5) completion of a thirty year TOE.

There are additional requirements regarding the modified Rule of 75. For additional information regarding the Rule, please refer to the SPD for the Qwest Pension Plan or subparagraphs (1) – (5) of Section 5B.1(a) of the Qwest Pension Plan Document.

- (2) shall satisfy the conditions for the modified Rule of 75 on or before December 31, 2003 or, if the Participant became Disabled (as defined by the Qwest Disability Plan) prior to December 31, 2003, such Participant would have satisfied the modified Rule of 75 on or before December 31, 2003 if he/she had not become Disabled.

To the extent an Employee had 20 years TOE by December 31, 2000 as set forth above, leaves and is rehired prior to December 31, 2003 and is employed by the Company on January 1, 2004, such Employee shall also be a Protected Participant. Such Employee must remain continuously employed until meeting the modified Rule of 75 to remain a Protected Participant.

An Employee who was employed by a Portability Company (as defined in the Qwest Pension Plan) on December 31, 2000 is not a Protected Participant.

RETIREE HEALTH AND LIFE ELIGIBILITY CHANGE

The following rules will be applied solely for purposes of determining eligibility for retiree health and life coverage under the Plans:

- **Management to Occupational Transfers.**

Any Employee who:

1. was a Management Employee and transfers to or is rehired into an Occupational position, and
2. retires on or after January 1, 2004

must be employed as an Occupational Employee for at least three (3) consecutive years immediately prior to retiring and must satisfy all other eligibility requirements of the Plans in order to be considered eligible for coverage under the Plans as an Occupational retiree.

Otherwise, such Employee shall remain a Management Employee for purposes of retiree coverage under the Plans, provided that he/she satisfies all other eligibility requirements.

Please note that this rule applies solely for determining eligibility for retiree health and life coverage.

- **Occupational to Management Transfers.**

Any Employee who:

1. was hired as an Occupational Employee and transfers or is rehired into a Management position, and
2. retires on or after January 1, 2004

must be employed as a Management Employee for at least three (3) consecutive years immediately prior to retiring and must satisfy all other eligibility requirements of the Plans in order to be considered as eligible for coverage under the Plans as a Management retiree.

Otherwise, such Employee shall remain an Occupational Employee for purposes of retiree coverage under the Plans, provided that he/she satisfies all other eligibility requirements.

Please note that this rule applies solely for determining eligibility for retiree health and life coverage.

Right to Interpret and Amend

- This SMM provides you with information about the changes to the Plan. If there is any conflict between the terms of the official Plan document and this SMM, the terms of the official Plan document will govern. Qwest reserves the right to interpret and resolve any ambiguities in the Plan or any document relating to the Plan.
- The Company, as the Plan Administrator, may adopt, at any time, rules and procedures that it determines to be necessary or desirable with respect to the operation of the Plans. The Company, in its separate roles as the Plan Sponsor and the Plan Administrator, continues to retain the right, within its sole discretion and authority, at any time to amend, modify or eliminate any provision of the Plans or to not amend the Plans at all, and/or to terminate the Plans, subject to all applicable law.

Questions?

If you have any questions, call the Qwest Service Center at **800-729-PLAN (7526)** and choose the Health and Life option.

Please keep this SMM with your copy of the SPDs which summarize Qwest's health and welfare benefit plans. In order to comply with ERISA requirements, Qwest will be directly mailing you a copy of this SMM as well.



Summary of Material Modifications of the Qwest Employee Benefit Plans

2004 and 2005 Plan Years

Please Note: This Summary of Material Modifications is provided to you in accordance with the disclosure requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the federal law which governs certain of Qwest-sponsored employee benefit plans. *Some sections of this document will not apply to certain individuals because not all are eligible to participate in or are participants in the plans. The terms of each respective plan govern eligibility for benefits.*

QWEST GROUP LIFE INSURANCE PLAN — SUMMARY OF CHANGES

Please keep this SMM with your Summary Plan Description for the Qwest Group Life Insurance Plan and other previously issued SMMs. If you have questions regarding your life insurance benefits or this SMM, call the Qwest Service Center at 800-729-PLAN (7526).

The following change has been made to the Qwest Group Life Insurance Plan:

Classification for Benefit Purposes

Effective Mar. 5, 2004, pursuant to a letter agreement negotiated with Communications Workers of America (CWA) and International Brotherhood of Electrical Workers (IBEW), the definitions of Management Employee and Occupational Employee were modified solely for purposes of eligibility for certain employee benefits when certain employees are classified as "occupational" or "management."

EXTENSION OF MILITARY LEAVE BENEFITS

Qwest has decided to continue to extend benefits through Sep. 25, 2005. Refer to the Military Leave Policy 800.606 on **HRxpress** for more information.

QWEST QUALIFIED TRANSPORTATION PLAN — SUMMARY OF CHANGES

Please keep this SMM with your Summary Plan Description for the Qwest Qualified Transportation Plan and other previously issued SMMs. If you have questions regarding your transportation benefit or this SMM, call the Qwest Service Center at 800-729-PLAN (7526).

Important changes have been made to the Qwest Qualified Transportation Plan. These changes include:

IRS Increases Amounts You Can Contribute to Qwest Transportation/Parking FSA

Recently, the Internal Revenue Service increased the amount that you may contribute on a pre-tax basis to the Transportation/Parking Flexible Spending Account under the Qwest Qualified Transportation Plan. Effective Jan. 1, 2005, you can contribute toward either a parking or mass transit account as follows:

PARKING/MASS TRANSIT FSA*	
You can enroll, discontinue or change your contribution on a monthly basis.	
Parking minimum monthly contribution	\$ 20.00
Parking maximum monthly contribution	\$200.00
Mass transit minimum monthly contribution	\$ 20.00
Mass transit maximum monthly contribution	\$105.00

How to Enroll or Make Changes to Your Election

To enroll in the pre-tax Transportation/Parking Spending Account, make changes or discontinue contributions, visit the **HRxpress**. You can locate the forms and additional details under the Employee Tools tab. Reimbursement accounts are administered by MII Life (Select Account) at www.miiilife.com or 800-859-2144.

***NOTE:** Changes or cancellations must be received by the 15th of the month prior to the month you want the change to take effect.

WHAT'S NEW FOR 2006 (SUMMARY OF MATERIAL MODIFICATIONS)

The Qwest Health Care Plan is a comprehensive health and welfare benefits program available to all eligible Qwest participants. Effective Jan. 1, 2006, Qwest Communications International Inc. has changed several of the health plan benefit options available to management employees, post-1990 management retirees and management COBRA, LTD and direct bill participants. This document is intended to serve as a "Summary of Material Modifications" ("SMM") pursuant to the requirements of Section 104 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This SMM is provided to notify you of the changes to the Qwest Health Care Plan (the "Plan") and the Qwest Group Life Insurance Plan (the "Life Plan"). Please keep this SMM with your Summary Plan Description and SMMs that have previously been issued for future reference.

To Whom Do These Changes Apply?

These changes apply to all active management employees, management COBRA participants and direct bill participants, management LTD participants who were disabled on or after Jan. 1, 1991, and management retirees who retired on or after Jan. 1, 1991, and their eligible dependents and surviving spouses.

PLEASE NOTE THE FOLLOWING CHANGES EFFECTIVE JAN. 1, 2006			
Active Management Employees and COBRA, LTD and Direct Bill Participants		Post-1990 Management Retirees	
1	Monthly Contribution Increase	1	Monthly Contribution Increase
2	Reduction in Monthly Contribution for Health Care for Occupational Employees with Management Benefits	2	N/A
3	Health Plan Benefit Option Changes	3	Health Plan Benefit Option Changes
4	Health Plan Deductible, Out-of-Pocket Maximum and Copay Changes	4	Health Plan Deductible, Out-of-Pocket Maximum and Copay Changes
5	ZIP Code Change for Medical Eligibility	5	N/A
6	Health Plan Default Coverage Change	6	Health Plan Default Coverage Change
7	Dental Eligibility based on ZIP Code	7	Dental Eligibility based on ZIP Code
8	Vision Plan Change	8	N/A
9	Life Plan Change for Employees in Texas	9	Life Plan Change for Employees in Texas
10	N/A	10	Coordination with Medicare Part D Pharmaceutical Benefits

1. Monthly Contribution Increase

- ▶ The monthly contributions for 2006 are listed on your enrollment statement. Please be aware that the monthly contributions for many benefit options will increase for 2006.

2. Reduction in Monthly Contribution for Health Care for Occupational Employees with Management Benefits

- ▶ If you are an Occupational employee eligible for Management health plan benefit options, your monthly contribution effective Jan. 1, 2006 will be reduced in accordance with the terms of the Collective Bargaining Agreement.

3. Health Plan Benefit Option Changes

- ▶ **New Health Plan Benefit Option Available.** Medica is a new health plan benefit option available to all eligible participants in the Minnesota (MN), North Dakota (ND), and Wisconsin (WI) areas. For more information on this benefit option, please review the *Benefit Option Highlights* section of this guide.
 - **Blue Cross Blue Shield Health Plan Benefit Option in MN, ND and WI Eliminated.** The BCBS health plan benefit option is no longer available. Please refer to your enrollment statement for a listing of the health plan benefit options that are now available to you.
- ▶ **Health Plan Service Area Changes:** Some health plan benefit options have changed their service area. Check your enrollment statement for the health plan benefit options available to you in 2006.

4. Health Plan Deductible, Out-of-Pocket Maximum and Copay Changes

- ▶ Many of the deductibles, out-of-pocket maximums and copay amounts have increased for 2006. For details regarding specific changes, please review the *Benefit Option Highlights* section of this guide.

5. ZIP Code Change for Medical Eligibility

- ▶ Your eligibility to elect to participate in the health plan benefit options will be based only on your home ZIP code rather than on your home or work ZIP codes. If you live or work in a No-Network area and wish to enroll in a Network benefit option, please contact the Qwest Service Center at 1 800-729-7526. You may not be eligible for all the health plan benefit options listed in your state due to differences in plan service areas and your home ZIP code.

6. Health Plan Default Coverage Change

- ▶ We strongly encourage you to actively review and select your health plan benefit option for 2006.
 - **If your 2005 health plan benefit option is no longer available:** If you were enrolled in the Blue Cross Blue Shield Benefit Option in MN, ND or WI, your coverage has been defaulted to the Medica Benefit Option for network areas and UnitedHealthcare (UHC) for no-network areas with the same coverage tier you had in 2005. If a dependent is listed in either your Open Enrollment or confirmation statement but is determined to be ineligible through the Qwest Dependent Validation, that individual will be retroactively removed from the applicable Medical and/or Dental and Vision coverage.
 - **If your 2005 health plan benefit option is available:** Your coverage will be defaulted to the **SAME** health plan benefit option and coverage tier you had in 2005 unless you make a change.

7. Dental Eligibility based on ZIP code

- ▶ Your eligibility to elect to participate in the Preferred Dental Program (PDP) benefit option will be based only on your home ZIP code.

8. Vision Benefit Option Change

- ▶ Cole Managed Vision has been acquired by EyeMed Vision Care. Qwest employees and their dependents will now be offered the EyeMed Vision Care Select Plan effective Jan. 1, 2006. JCPenney Optical no longer participates on the panel. There is no change to the benefit coverage.

9. Life Plan Change for Employees in Texas

- ▶ The restriction for Supplemental Life Insurance in Texas has been removed. Qwest employees residing in Texas are currently limited to an amount of Supplemental Life Insurance equal to 5 1/2 times basic annual earnings (BAE). Effective Jan. 1, 2006 this limit will no longer apply. Employees enrolled for 5 1/2 times BAE will have their coverage level automatically increased to six times BAE effective Jan. 1, 2006 without an evidence of insurability requirement. Employees impacted by this change who do not want their coverage level increased must change their option during Open Enrollment to a lower level.

10. Coordination with Medicare Part D Pharmaceutical Benefits

- ▶ Pharmaceutical and prescription benefits for participants who enroll in both Medicare Part D prescription benefit and who enroll in a medical benefit option under the Plan shall have those benefits coordinated. Unless the Plan is primary, prescription benefits under the Plan will be reduced by the amount payable by Medicare Part D for the same covered expenses (whether the amount payable by Medicare is actually made). This coordination of benefits for pharmaceutical and prescription benefit applies only to Medicare Part D coverage, and not to prescription benefits under private plans. **If you elect to enroll in a Medicare Part D prescription plan, claims for benefits first must be filed with Medicare.** To the extent your pharmaceutical and prescription expenses are not paid by your Medicare Part D plan, claims can be filed with the Plan.