

Supplemental Life Insurance

Summary Plan Description



Windstream Supplemental Life Summary Plan Description

1. INTRODUCTION

Windstream Services, L.L.C. sponsors the Windstream Supplemental Life Insurance Plan (Plan) to provide life benefits to its eligible employees and their eligible dependents.

A benefit will be paid to your beneficiary in the event of your death. Coverage options are available for you, your spouse, and your eligible dependents.

Benefits of the Plan are provided under an insurance contract entered into between Windstream Services, L.L.C. and Standard Insurance Company.

Enrollment is voluntary; you must enroll to receive benefits under the Plan, as explained in Section 2 on Eligibility and Participation Requirements.

Remember to complete your beneficiary designation. You may update your beneficiaries at any time by visiting the Web Benefits System, at www.windstreambenefits.com. If you need assistance updating your beneficiary information, please contact the Windstream Benefits Center at 844-689-7832844-689-7832.

Benefits under the Plan are described in the Group Life Insurance Policy issued by Standard Insurance Company, a copy of which is attached to this document. **You must read the policy to understand your benefits.**

Windstream is providing this document to give you an overview of the Plan and to address certain information that may not be addressed in the attached Group Life Insurance Policy. This Windstream document, together with the Group Life Insurance Policy issued by Standard Insurance Company, is the Summary Plan Description (SPD) required by ERISA. This Windstream document is not intended to give you any substantive rights to benefits that are not already provided by the attached Group Life Insurance Policy.

2. ELIGIBILITY AND PARTICIPATION REQUIREMENTS

To determine whether you are eligible to participate in the Plan, please read the eligibility information contained in the attached Group Life Insurance Policy issued by Standard Insurance Company.

To be an eligible employee, you must be one of the following:

1. An active employee of the Employer regularly working at least 30 hours each week who is:
 - a. Covered by a collective bargaining unit which has bargained for benefits

under the attached Group Life Insurance Policy; or

b. Any other active employee who is not covered by a collective bargaining unit.

The following individuals are not eligible:

1. A temporary or seasonal employee;
2. A leased employee;
3. An independent contractor;
4. A full time member of the armed forces of any country; and
5. An employee covered by a collective bargaining unit which has not bargained for benefits under the attached Group Life Insurance Policy.

Eligible non-bargaining employees and eligible bargaining employees who enroll for coverage during their first 31 days of employment (hire date + 30 calendar days) will have coverage effective on the first day of the month following their first 8 weeks (56 calendar days) of employment.

If you have a Qualifying Life or Work Event during the year, you must enroll for coverage within 31 days of your event date (event date + 30 calendar days).

You are responsible for 100% of the cost of your coverage.

Supplemental life coverage ceases on the last day of the month in which your employment terminates.

Upon termination of employment, you may elect to continue your group supplemental life insurance, including your group dependent supplemental life insurance, if any, through the portability provision (up to the maximum amount eligible). Continuing your insurance through the portability provision allows you to continue your current coverage until age 100; however, coverage reductions begin at age 65. **You will have 45 days from your termination date to enroll and pay the applicable premiums to Standard Insurance Company. You are responsible for requesting information on portability. You must contact the Windstream Benefits Center at 844-689-7832 for a Portability Notice if you plan to continue your coverage under this option.**

Upon loss of any of your active group supplemental or group dependent supplemental life insurance coverage, you may convert your coverage to an individual policy. **You must apply in writing to Standard Insurance Company within 45 days of your termination. The individual life insurance offered to you will be a form of universal life insurance, and does NOT include AD&D coverage. You are responsible for requesting information on conversion. You must contact the Windstream Benefits Center at 844-689-7832 for a Group Life Conversion Materials Form if you plan to convert your group supplemental life insurance coverage to an individual policy.**

If you have questions during either the portability or the conversion process, you may contact Standard Insurance Company at 1-800-378-4668.

3. SUMMARY OF PLAN BENEFITS

The Plan provides supplemental life insurance to eligible employees, their spouses, and their eligible dependents. These benefits are provided under a group insurance contract entered into between Windstream Services, L.L.C. and Standard Insurance Company. A summary of the benefits provided under the Plan is set forth in the attached Group Life Insurance Policy issued by Standard Insurance Company. You must read the policy to understand your benefits.

For your convenience, a summary of the benefits is provided below. For complete details regarding your benefits, you must refer to the attached Group Life Insurance Policy.

CLASSES	SUPPLEMENTAL LIFE BENEFITS
Class 4: All active non-union and union employees	<p>Employee Coverage: Coverage may be elected from 1 to 8 times pay, up to \$1.5 million. Amounts over 3x pay (or \$750,000) and increases in coverage after initial enrollment requires evidence of insurability (EOI). Coverage is rounded up to the next higher multiple of \$1,000 if not already a multiple of \$1,000.</p> <p>Spouse Coverage: You must enroll in Employee Supplemental Life to be eligible for spouse coverage. Spouse Life may not exceed the Employee Supplemental Life election. Amounts in excess of \$25,000 and increases in coverage after initial enrollment require EOI. Available levels are \$10,000, and \$25,000 up to \$200,000 in \$25,000 increments.</p> <p>Child Coverage: You must enroll in Employee Supplemental Life to be eligible for child coverage. Coverage may not exceed the Employee Supplemental life election. Child Life levels are available from \$5,000 to \$25,000, in \$5,000 increments.</p>

4. PLAN ADMINISTRATION

The Plan is administered by the Windstream Benefits Committee.

This Plan is fully insured. Benefits are provided under a group insurance contract entered into between Windstream Services, L.L.C. and Standard Insurance Company. Claims for benefits are sent to Standard Insurance Company. Standard Insurance Company, not Windstream or the Windstream Benefits Committee, is responsible for paying claims.

If you have any general questions regarding the Plan, please contact the Windstream Benefits Center.

Telephone 844-689-7832

Benefits hereunder are provided solely pursuant to an insurance contract between the Plan Sponsor, Windstream Services, L.L.C., and the insurance company, Standard Insurance Company. If the terms of this summary document conflict with the terms of the insurance contract, then the terms of the insurance contract will control, unless superseded by applicable law.

5. AMENDMENT OR TERMINATION

Windstream reserves the right to amend, modify, terminate, and partially terminate the Plan at any time. Windstream may make amendments or modifications through an action of the Windstream Benefits Committee, and may terminate or partially terminate the Plan through a Board of Directors resolution.

6. NO EMPLOYMENT CONTRACT

The purpose of this Summary Plan Description is to provide you with information about the benefits available under the Plan. The benefits described are not conditions of employment, nor is the Summary Plan Description intended to create an employment contract between you and Windstream. Nothing in this Summary Plan Description should be interpreted as a limitation on your right or Windstream's right to terminate your employment at any time, with or without cause.

7. CLAIMS PROCEDURES

Standard Insurance Company is responsible for evaluating all benefit claims under the Plan. Standard Insurance Company will decide your claim in accordance with its reasonable claims procedures as required by ERISA.

See the attached Group Life Insurance Policy issued by Standard Insurance Company for information about how to file a claim and for details regarding Standard Insurance Company's claims procedures.

If your claim is denied, you may request a review of the denied claim from Standard Insurance Company. Standard Insurance Company will make a decision regarding your request for review in accordance with its reasonable claims procedures, as required by ERISA.

If you don't request a review on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a condition for bringing suit in court).

See the attached Group Life Insurance Policy issued by Standard Insurance Company for information about how to request a review of a denied claim and for details regarding Standard Insurance Company's claims procedures.

8. STATEMENT OF ERISA RIGHTS

If you are a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all plan participants shall be entitled to the following:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office, all documents governing the plan, including insurance contracts, 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.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- 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.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other participants and beneficiaries.

No one, including your employer, or any other person, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have the

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 a suit in federal court. In such a case the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that the Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in 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 court costs and legal fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds 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 questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest area 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, DC 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.

Attachment

Group Life Insurance Policy issued by Standard Insurance Company

9. PLAN DATA

Name of Plan: The Windstream Supplemental Life Insurance Plan is a component of the Windstream Comprehensive Plan of Group Insurance.

The Windstream Comprehensive Plan of Group Insurance includes: Windstream Preferred Provider Organization Plan, Windstream Consumer Plan, Windstream Prescription Drug Plan, Windstream Dental Care Plan, Windstream Executives Dental Group Policy, Windstream Vision Care Plan, Windstream Medical

Reimbursement Plan, Windstream Dependent Care Plan, Windstream Services, L.L.C. Executive Medical Group Policy , Windstream Basic Life and AD&D Insurance Plan, Windstream Supplemental Life Insurance Plan, and Windstream Supplemental AD&D Plan, Windstream Long Term Disability Plan, Windstream Income Advantage Benefit Plan, Windstream Employee Assistance Plan, Windstream Severance Pay Plan and any other plans included as a constituent plan to the Comprehensive Plan of Group Insurance from time to time.

The remainder of this section provides information about the Windstream Comprehensive Plan of Group Insurance as a whole.

Plan Sponsor and Primary Agent for Service of Legal Process:

Windstream Services, L.L.C.
4001 Rodney Parham Road
Little Rock, AR 72212

Plan Information may be obtained by writing to:

You may obtain Summary Plan Descriptions (“SPDs”) about Windstream’s benefit plans on www.windstreambenefits.com. If you do not have access to a computer, you may 844-689- write to Windstream Benefits Department, 4001 N Rodney Parham Rd, Little Rock AR 72212 to request a copy of any SPD.

Collective Bargaining Agreements:

The Windstream Supplemental Life Insurance Plan is maintained pursuant to one or more collective bargaining agreements. You may obtain a copy of the applicable collective bargaining agreement upon written request to the Plan Administrator, or you may examine a copy of the applicable agreement at the Plan Administrator’s office.

Plan Administrator: Windstream Benefits Committee
Windstream Services, L.L.C.
4001 Rodney Parham Road
Little Rock, AR 72212
(501) 748-7000

Employer Identification Number: 20-0792300

Type of Plan: The Comprehensive Plan of Group Insurance is a welfare benefit plan offering group health, dental, vision, life, long term disability, AD&D, and EAP benefits, as well as medical and dependent care flexible spending accounts. The Windstream Supplemental Life Insurance Plan is a constituent plan that provides life insurance benefits.

Plan Identification Number: 501

Type of Administration: Some components of the Windstream Comprehensive Plan of Group Insurance use contract administration while others use insurers. The Windstream Supplemental Life Insurance Plan uses insurer administration and has hired Standard Insurance Company as the insurer.

Sources of Contributions and Funding Medium: Some components of the Windstream Comprehensive Plan of Group Insurance are self-funded by contributions from the Plan Sponsor and the employees, and benefits under those components are paid from the general assets of the Plan Sponsor. The Plan Sponsor may, at its discretion, use a stop loss insurance policy to finance large claims under the self-funded components. A stop loss carrier does not directly pay benefits of the Plan, but instead pays amounts directly to the Plan Sponsor.

Other components are insured, and the insurance premiums are paid by the Plan Sponsor and the employees.

Contributions for the Windstream Supplemental Life Insurance Plan are paid entirely by the employees. These contributions are used to pay insurance premiums to Standard Life Insurance Company.

Plan Year: January 1 - December 31