

**SUMMARY SUPPLEMENT FOR THE  
NEBRASKA PUBLIC POWER DISTRICT  
GROUP HEALTH PLAN FOR RETIREES 65 AND OVER**

This document, together with the Medicare Supplement Outline of Coverage, Medicare Supplement Insurance Policy, and Prescription Drug Plan Evidence of Coverage (collectively, the “Summary”) provided by Blue Cross Blue Shield of Nebraska (the “Insurer”), describes the benefits available to you as a retired Nebraska Public Power District (“NPPD”) employee under the Nebraska Public Power District Group Health Plan for Retirees 65 and Over (the “Plan”). The Summary describes the terms of the Plan, effective July 1, 2024. If the provisions of this document conflict with the terms of the insurance contracts through which the Plan provides benefits, the provisions of the insurance contracts control unless superseded by applicable law.

For legal and compliance purposes, the Plan constitutes a single group health plan covering only retired NPPD employees who are eligible for Medicare, their eligible spouses, and any such persons who become entitled to continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

1. **Medicare Supplement Coverage.** This Plan covers eligible retired NPPD employees and their eligible spouses who are enrolled in Medicare Part A and Part B. This Plan also covers certain dependents of eligible retired NPPD employees who were enrolled prior to July 1, 2024. This Plan provides Medicare supplement coverage and Medicare Part D (prescription drug plan) coverage.

If a spouse of an eligible retiree is not enrolled in Medicare Parts A or B, he or she receives coverage as described in the Nebraska Public Power District Group Health Plan for Pre-65 Retirees (the “Pre-65 Plan”). Except for eligible dependents who are permanently disabled and enrolled in Medicare Part A and Part B, the Pre-65 Plan provides coverage for eligible dependents of retirees covered by this Plan and of deceased retirees. Refer to the Pre-65 Plan or contact NPPD’s Benefits Department if you have questions.

2. **Eligibility.** You are eligible to participate in the Plan if you meet the eligibility criteria established by the Insurer, and all of the following conditions:

- (a) You were a regular full-time employee of NPPD immediately prior to your retirement;
- (b) You are enrolled in Medicare Part A and Part B;
- (c) (i) You were hired before 1999, or (ii) you were hired after 1999 and either (A) you are enrolled in the NPPD Post-65 Retiree Health Reimbursement Arrangement, or (B) you previously elected coverage under the NPPD Post-65 Retiree Health Reimbursement Arrangement and this Plan, were rehired and are currently employed by NPPD, but are ineligible for coverage under the Nebraska Public Power District Group Health Plan for Active Employees (the “Active Employees’ Plan”); or (C) you were a participant in the NPPD Pre-65 Retiree Health Reimbursement Arrangement who was paying COBRA premiums to one of NPPD’s group health plans immediately prior to enrolling in Medicare Part A and Part B; and
- (d) You have not previously declined or terminated coverage under this Plan unless you have no Lapse in Coverage (as defined below) and: (i) your coverage terminated due to your

being rehired by NPPD in a position eligible for coverage under the Active Employees' Plan, or (ii) you declined coverage under this Plan at the time of your retirement, enrolled in a Medicare supplement plan offered by a third party, and are seeking to enroll in this Plan during the Medicare open enrollment period.

For purposes of this document, a "Lapse in Coverage" means that during your period of rehire by NPPD, you were not covered by the Active Employees' Plan, another group health plan offered to former employees of NPPD (i.e., you were not offered benefits during your rehire), or a group health plan offered by your spouse's employer.

**Important:** Except as described in subsection (d) above, NPPD will offer you retiree health benefits only once. To qualify for coverage under this Plan, you must elect retiree health benefits when they are first offered to you. If you decline retiree health coverage when it is first offered, you and any dependents will not be able to enroll in this Plan at a later date.

If you were hired before 1999, your spouse is eligible to participate in this Plan when they attain age 65.

You are also eligible to participate in this Plan if you are the surviving spouse of a deceased NPPD retiree or employee, have attained age 65, and meet one of the following conditions:

(e) The NPPD employee was hired before 1999, retired before their death, was covered by this Plan at the time of their death, and none of the termination events described in Section 7 have occurred;

(f) The NPPD employee was hired before 1999, died while actively employed by NPPD, and none of the termination events described in Section 7 have occurred; or

(g) The NPPD employee was hired after 2003, died while actively employed by NPPD, the date the employee would have attained age 65 has not yet occurred, and none of the termination events described in Section 7 have occurred.

You are also eligible to participate in this Plan if, prior to July 1, 2024, you were a dependent of an eligible retired NPPD employee, you were enrolled in Medicare Part A and Part B, you attained age 26, were determined to be permanently disabled, and were enrolled in this Plan. Permanently disabled dependents covered by the special rule remain eligible for the Plan unless they are determined not to be permanently disabled, or unless coverage ends due to one of the other reasons set forth in the Plan. Coverage ends upon attainment of age 26 for all other permanently disabled dependents, unless terminated earlier in accordance with the other terms of the Plan.

The following eligibility rules apply in special circumstances:

(h) You do not need to be enrolled in Active Employees' Plan at the time of your retirement to be eligible for retiree health plan benefits under this Plan.

(i) **A retiree is limited to one opportunity to retire and select preferred retiree benefits, even if both you and your spouse work at NPPD.** If both you and your spouse work at NPPD, the spouse who retires first must choose his or her own retiree benefit. The actively employed spouse may elect the retired spouse's benefits or wait until retirement to elect his or her

own retiree benefit. Eligible dependents at the time of retirement can be added to the respective retiree plan; however, no dependents can be added at a later date except as required by special enrollment (described in Section 3).

(j) If you were an active employee and you elected coverage under your spouse's retiree health plan coverage from NPPD, you may elect to remain on your spouse's retiree health plan coverage or enroll in your own retiree health plan coverage when you are eligible to retire, but upon such election, you will be permanently removed from your spouse's retiree health plan coverage.

(k) If you were an active NPPD employee and at retirement you elected coverage under your spouse's retiree health plan coverage from NPPD, and you divorce, you are not permitted to enroll in the applicable retiree health plan coverage that you would have been eligible for at retirement.

(l) If you retired and are rehired by NPPD as a full-time or part-time employee with benefits, you must suspend your retiree benefits during the time of your active employment. You may elect to resume your retiree benefits when you return to retired status. Only those eligible dependents who were covered under the retiree health plan when your retiree benefits were suspended due to being rehired by NPPD are eligible to resume benefits when you return to retired status.

(m) You may not suspend your retirement benefits during your employment with any employer other than NPPD.

3. **Enrollment.** NPPD will provide you with enrollment materials when you become eligible. You must complete the enrollment materials in order to participate in the Plan. Enrollment paperwork must be completed within 31 days of your official retirement date. If you were hired before 1999, you may also elect coverage for your spouse who has attained age 65 when you enroll.

If you do not elect coverage for your spouse or dependent under this Plan or the Pre-65 Plan when you first enroll in retiree health benefits, you will not be permitted to add coverage for your spouse or dependent under this Plan at a later date unless you qualify for special enrollment. A special enrollment period of 31 days is allowed if you add a spouse due to marriage or add a dependent due to birth, adoption, or placement for adoption. You must request special enrollment within 31 days of the marriage, birth, adoption, or placement for adoption. If you add coverage for a spouse or dependent under special enrollment, you must pay the full cost of their coverage, as determined by NPPD. The spouse or dependent will be enrolled in the Pre-65 Plan instead of this Plan if they do not meet the eligibility criteria for this Plan. For more information about special enrollment, contact Benefits Department at 1-800-ASK-NPPD (1-800-275-6773); ask to speak to the Benefits Department.

4. **Contributions.** The contributions you (and if applicable, your surviving spouse/eligible dependents) must make toward benefits depend on your date of hire, as explained below. In general, you must contribute an amount that, together with NPPD's contributions, equals the cost for the coverage option you have elected. You must pay your share of the contribution through automatic withdrawal from your bank account. Refer to the Summary for information about cost sharing payments that may apply. The charts below summarize contributions as a percentage of the applicable premium. NPPD may adjust the applicable premium from time to time.

(a) **Contributions During the Retiree's Lifetime.** During your lifetime, NPPD may make contributions toward coverage, as follows:

<u>Date of Hire</u>	<u>NPPD Pays</u>	<u>You Pay</u>
Before 1/1/1993	100%	0%
1/1/1993 through 12/31/1998	The dollar amount equal to 100% of the cost in the year you attain age 65	Any subsequent increases in cost over the cost in the year you attained age 65
After 12/31/1998	0%	100%

(b) **Contributions for Retiree's Surviving Spouse.** If you were hired before 1999<sup>1</sup> and die after retiring, NPPD may make contributions toward coverage for your surviving spouse following your death, as follows:

<u>Date of Hire</u>	<u>NPPD Pays</u>	<u>Surviving Spouse Pays</u>
Before 1/1/1993	100%	0%
1/1/1993 through 12/31/1998; for the surviving spouse of a retiree who died prior to attaining age 65	For each year prior to the year in which the retiree would have attained age 65, the dollar amount equal to 80% of the cost	20%
	For the year in which the retiree would have attained age 65, the dollar amount equal to 100% of the cost	0%
	For each year after the year in which the retiree would have attained age 65, the dollar amount equal to 100% of the cost in the year the retiree attained age 65	Any subsequent increases in cost over the cost in the year the retiree attained age 65
1/1/1993 through 12/31/1998; for the surviving spouse of a retiree who died after attaining age 65	The dollar amount equal to 100% of the cost in the year the retiree attained age 65	Any subsequent increases in cost over the cost in the year the retiree attained age 65

<sup>1</sup> The surviving spouses of retirees hired from January 1, 1999 through December 31, 2003 cease to be eligible for NPPD coverage upon attaining age 65. Surviving spouses of retirees hired after 2003 cease to be eligible for NPPD coverage upon the retiree's death.

(c) **Contributions for the Surviving Spouses of NPPD Employees Who Die During Active Employment.** If you die while actively employed by NPPD and your surviving spouse has attained age 65, NPPD may make the following contributions.

<u>Date of Hire</u>	<u>NPPD Pays</u>	<u>Surviving Spouse Pays</u>
Before 1/1/1993; death off-the-job	For the surviving spouse of an employee who died off-the-job, 0% of the premium until the employee would have been retirement-eligible, then 80% until employee would have attained age 60, then 100%	For the surviving spouse of an employee who died off-the-job, 100% of the premium until the employee would have been retirement-eligible, then 20% until the employee would have attained age 60, then 0%
Before 1/1/1993; death on-the-job	For the surviving spouse of an employee who died on-the-job, 80% of the premium until employee would have attained age 60, then 100%	For the surviving spouse of an employee who died on-the-job, 20% of the premium until employee would have attained age 60, then 0%
1/1/1993 through 12/31/1998; death off-the-job	For the surviving spouse of an employee who died off-the-job, 0% of the premium until the employee would have been retirement-eligible, then 80% until employee would have attained age 65, then that dollar amount in all future years	For the surviving spouse of an employee who died off-the-job, 100% of the premium until the employee would have been retirement-eligible, then 20% until the employee would have attained age 65, then that dollar amount plus any subsequent increases in cost
1/1/1993 through 12/31/1998; death on-the-job	For the surviving spouse of an employee who died on-the-job, 80% of the premium until employee would have attained age 65, then 100% of the cost in the year the employee would have attained age 65 and the same dollar amount in all future years	For the surviving spouse of an employee who died on-the-job, 20% of the premium until the employee would have been retirement-eligible, then any increases in cost over the premium in the year the employee would have attained age 65
1/1/1999 through 12/31/2003	Not eligible <sup>2</sup>	Not eligible <sup>2</sup>
After 12/31/2003	0%	100%

<sup>2</sup> The surviving spouses of employees who die during active employment and were hired from January 1, 1999 through December 31, 2003 cease to be eligible for NPPD coverage upon attaining age 65.

5. **Basis of Paying Benefits.** This Plan covers the benefits described in the Summary according to the payment methods determined by the Insurer. The Plan keeps its records on a calendar year basis.

6. **Benefits Following Mastectomy.** Subject to the terms of the applicable insurance policy governing benefits, the Medicare Part D (prescription drug plan) component of this Plan provides prescription drug benefits with respect to the following: reconstruction of the breast on which a mastectomy has been performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, and physical complications of mastectomy including lymphedemas.

7. **Termination of Coverage.** Subject to any right to elect continuation coverage under COBRA, coverage under this Plan terminates as described in the Summary, or if earlier than the dates described in the Summary, on the last day of the month after the earliest to occur of the following:

(a) The date you are rehired by NPPD and eligible for coverage under the Active Employees' Plan.

(b) If you were hired after 1999, the date you cease to be a participant in the NPPD Post-65 Health Reimbursement Arrangement for any reason other than rehire by NPPD.

(c) For your surviving spouse coverage, (i) the date your surviving spouse remarries, if the remarriage occurs three years after the date of your death; or (ii) the date your spouse becomes covered by group health coverage sponsored by another employer. However, if your spouse remarries less than three years after the date of your death, their coverage terminates three years after the date of your death unless earlier terminated for one of the other reasons described in this section.

(d) For your surviving spouse, the date you would have attained age 65 if you were hired after December 31, 2003 and were actively employed by NPPD at your death.

(e) For your dependent who, prior to July 1, 2024, attained age 26, was determined to be permanently disabled, and enrolled in this Plan, the earlier of (i) the date you attain age 65 (or would have attained age 65 if you died before attaining age 65), if you were hired after December 31, 1998; or (ii) the date the dependent is determined not to be permanently disabled.

Please see the Nebraska Public Power District Group Health Plan for Pre-65 Retirees for information about the termination of coverage under that Plan.

If required by the federal Servicemembers Civil Relief Act, the Plan will reinstate coverage that terminates while you are ordered to active military duty (other than for training). However, you must apply for reinstatement no later than 120 days after your termination or release from military service.

8. **Continuation Coverage.** Since NPPD is a political subdivision of the State of Nebraska, COBRA coverage offered under this Plan is governed by the Public Health Service Act (the "PHSA"), and not the federal Employee Retirement Income Security Act ("ERISA"). Centers for Medicare & Medicaid Services ("CMS"), and not the Department of Labor (the "DOL"), regulates COBRA offered under this Plan. For more information, please see [https://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra\\_qna](https://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_qna). In certain circumstances, the requirements of the PHSA and CMS are different than the requirements of ERISA and the DOL. If you have specific questions about these differences, please direct them to NPPD at the contact information below in this Section.

NPPD offers coverage under this Plan as an alternative to COBRA continuation coverage under the Active Employees' Plan and the Pre-65 Plan, as applicable.

As an alternative to electing COBRA coverage, this Plan provides an opportunity for certain surviving spouses to continue coverage following a retiree's death, as described in Sections 2 and 4, and for the surviving dependents of a deceased retiree to receive coverage under a different plan, as described in Section 1. NPPD may contribute to the cost of this coverage, as described in Section 4. Following the retiree's death, the surviving spouse has 31 days to elect to continue coverage under this Plan for himself or herself and any dependents.

COBRA also applies to this Plan with respect to spouses who would otherwise lose coverage due to the retiree's death or divorce from the retiree. A spouse who elects COBRA coverage under this Plan must elect and pay for COBRA coverage as described below. The following COBRA procedures apply to the extent that COBRA rights are not set forth in the Summary. If you have any questions, contact NPPD's Benefits Department at (402) 563-5414, or [benefitslist@nppd.com](mailto:benefitslist@nppd.com).

*Qualifying Events.* Certain individuals may be eligible for COBRA if coverage is lost for any of the following reasons, called Qualifying Events. A loss of coverage occurs when coverage ceases to be available under the same terms and conditions that applied immediately before the Qualifying Event. Under this Plan, Qualifying Events occur when:

- You die while employed and your spouse is covered by the Plan; or
- You and your spouse legally separate or divorce, causing your spouse to lose coverage under this Plan.

If one of the above events occurs, eligible individuals may continue the same coverage they had when the event occurred, subject to any future changes to the Plan.

*Qualified Beneficiaries.* Only Qualified Beneficiaries may elect continued coverage. Under this Plan, your spouse is a Qualified Beneficiary if they are enrolled in the Plan at the time of the Qualifying Event. Qualified Beneficiaries have the same right as active employees to change coverage under the Plan for which coverage has been continued.

*COBRA Coverage – Time Limits.* A spouse may continue coverage for up to 36 months if they lose coverage because of your death, a divorce, or legal separation.

A Qualified Beneficiary's COBRA continuation coverage will end before the maximum time period is reached if:

- Payments are not made on a timely basis (within the 30-day grace period);
- After the COBRA continuation coverage is elected, the Qualified Beneficiary who elects COBRA coverage under the Plan becomes covered under another group health plan, unless the other plan contains a pre-existing condition exclusion or limitation applicable to the Qualified Beneficiary. COBRA coverage will not terminate unless or until the individual is not or is no longer affected by the pre-existing condition exclusion or limitation under the other plan (for example, if the new

plan gives credit for prior coverage, it may eliminate all or part of the pre-existing condition exclusion period and COBRA coverage may be terminated);

- NPPD ends all group health plans for all active employees; or
- Coverage ceases for any other generally applicable reason under the Plan.

*COBRA Notification/Cost.* NPPD will provide enrollment information for COBRA continuation coverage at the time of a Qualifying Event. It is the enrolled participant's responsibility to provide an accurate address for mailing purposes.

It is the enrolled participant's responsibility to notify the NPPD of a loss of health coverage as a result of a divorce or legal separation. This notice **must be in writing and must be provided within 60 days of the date of the event** (or, if later, the date the spouse would lose coverage because of the event). If your qualifying event is a divorce or legal separation, your notice must include a copy of the divorce decree or legal separation agreement.

Any notice provided under COBRA must include: the name of the NPPD retiree, the name of each affected dependent, the Qualifying Event, and the date of the Qualifying Event. Notices must be directed to:

Benefits Department  
Nebraska Public Power District  
1414 15th Street, P.O. Box 499  
Columbus, NE 68602-0499  
Tel: (402) 563-5414; Email: [benefitslist@nppd.com](mailto:benefitslist@nppd.com)  
Tel: 1-800-ASK-NPPD (1-800-275-6773); ask to speak to the Benefits Department

If an individual fails to provide an appropriate notice on time, the right to COBRA continuation coverage will be lost.

The cost of continued coverage is 102% of the total cost for the coverage, including the employer and employee contributions. The cost will be adjusted annually each January 1 to reflect any changes in the total cost.

To elect COBRA continuation coverage, Qualified Beneficiaries are given 60 days after they receive the election form or, if later, 60 days after coverage under the Plan would otherwise end if COBRA coverage is not elected. Each Qualified Beneficiary is entitled to make his or her own coverage election. When coverage is elected, the qualified beneficiary electing coverage has 45 days from the date of election to make the initial payment. After that, payments must be made monthly and there is a 30-day grace period.

**Important Information Regarding COBRA Coverage.** To ensure that you and your spouse receive these notices about COBRA coverage, you or your spouse *must* promptly notify NPPD in writing if your address, or your spouse's address, changes. For more complete information about COBRA coverage, contact NPPD at the telephone number listed above.



9. **Employer Information.** NPPD's address is P.O. Box 499, Columbus, NE 68602-0499. If you have questions about the Plan in general, contact NPPD's Benefits Department by email at [benefitslist@nppd.com](mailto:benefitslist@nppd.com) or by calling 1-800-ASK-NPPD (1-800- 275-6773) and asking to speak to the Benefits Department. If you have questions about claims or benefits, contact the Insurer at the telephone number on your Plan identification card.

10. **Funding.** Benefits under this Plan are guaranteed by one or more insurance policies issued by the Insurer. NPPD pays its share of benefits from the Nebraska Public Power District Medical and Life Benefits Trust for Employees in Retirement Status. Disbursements from the Trust with respect to this Plan will be limited to the cost of insurance coverage, payment of service fees relating to plan design, materials explaining benefits, actuarial assistance, legal assistance, and accounting assistance, the cost of wellness programs, and other expenses directly related to the operation of the Plan, and as otherwise provided by the Trust.

11. **Administration.** NPPD has the discretionary authority to determine whether you are eligible for benefits under the criteria listed in Section 2. The Insurer has the discretionary authority to determine whether you are eligible for benefits under criteria the Insurer establishes. The Insurer has discretionary authority to construe the term of the insurance policy. The Insurer administers the claims.

12. **Appeals.** Claim and appeals must be made according to the procedures established by the Insurer. The Summary contains detailed provisions regarding claims and appeals with respect to Medicare Supplement coverage. The Evidence of Coverage contains detailed provisions regarding claims and appeals with respect to Medicare Part D (prescription drug plan) coverage.

13. **Payments in Error.** If benefits under the Plan are paid in error or overpaid, the participant is responsible to reimburse the Plan for any erroneous payment or overpayment.

14. **Amendment, Termination.** NPPD reserves the right to amend or terminate the Plan, to change this document or the Summary, to change the provisions of the Plan, to change the terms and conditions of the Plan, to change premiums or required contributions, and to modify any or all documents, policies, or procedures relating to the Plan at any time, with or without notice. Similarly, the Insurer reserves the right to amend or terminate the insurance policy or policies providing benefits under the Plan, the terms and conditions of coverage under the policy or policies, and to modify any or all documents, policies, or procedures relating to the Plan at any time, with or without notice. No consent of a participant or beneficiary in the Plan will be required to terminate, modify, amend, or change the Plan or any insurance policy. You may not receive benefits if the Plan is amended or terminated.

15. **Not an Employment Contract.** By creating this Plan and providing benefits under the Plan, NPPD in no way guarantees employment for any participant under this Plan. The Plan and this document shall not be construed as giving any participant or other person any legal or equitable rights against NPPD or its board of directors.

16. **No Guarantee of Tax Consequences.** NPPD makes no commitment or guarantee that the benefits described in this Plan will be excludable from a participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any participant. It is a participant's obligation to determine whether a Plan benefit is excludable from gross

income for federal and state income tax purposes, and to notify NPPD if the participant has reason to believe that no exclusion applies.

17. **Assignment and Succession.** NPPD may assign some or all of its rights and/or obligations under this Plan to any person, and such assignment shall not require the consent of any participant or beneficiary. NPPD may transfer its rights and/or obligations to a successor organization that assumes NPPD's obligations.

18. **Governing Law.** To the extent not preempted by federal law or specified in an insurance policy or policies, the Plan will be governed by and construed according to the laws of the State of Nebraska, without reference to its conflict of laws principles. Unless applicable law requires a different venue, any action or proceeding regarding this Plan shall be brought exclusively in the federal courts in Lancaster County, Nebraska or the state courts of Platte County or Lancaster County, Nebraska. By accepting coverage under the Plan, the participant hereby submits to personal jurisdiction in the State of Nebraska and Lancaster and Platte Counties, and waives any objection based on lack of jurisdiction, improper venue, or forum non conveniens.

IN WITNESS WHEREOF, this Summary Supplement for the Nebraska Public Power District Group Health Plan for Retirees 65 and Over has been adopted by NPPD this 27 day of November 2024.

NEBRASKA PUBLIC POWER DISTRICT

By: \_\_\_\_\_

Thomas J. Kent, President & CEO

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