

**SUMMARY SUPPLEMENT FOR THE  
NEBRASKA PUBLIC POWER DISTRICT  
GROUP HEALTH PLAN FOR PRE-65 RETIREES**

This document, together with the Summary Plan Description (the “Summary”) provided by Blue Cross Blue Shield of Nebraska (the “Claims Administrator”), 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 Pre-65 Retirees (the “Plan”). The Summary describes the terms of the Plan, effective July 1, 2024. If the provisions of this document conflict with the Summary or any documents incorporated by reference into the Summary, the provisions of the Summary control unless superseded by applicable law.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 not eligible for Medicare, their eligible spouses and beneficiaries, and any such persons who become entitled to continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

1. **Eligibility.** You are eligible to participate in the Plan if you meet all of the following conditions:

- (a) You were a regular full-time employee of NPPD immediately prior to your retirement;
- (b) You retired according to NPPD’s Retirement Policy before attaining age 65 and you have not yet attained age 65;
- (c) If you were hired or rehired on or after September 1, 2007, you worked for NPPD for at least five consecutive years immediately prior to your retirement as a regular full- or part-time employee; and
- (d) You have not previously declined or terminated coverage under the Plan for any reason other than your being rehired by NPPD, and you have no Lapse in Coverage (as defined below).

For purposes of this document, a “Lapse in Coverage” means that during your period of rehire by NPPD, you were not covered by the Nebraska Public Power District Group Health Plan for Active Employees, another group health plan offered to former employees of NPPD (i.e., you were ineligible for benefits during your rehire), or by a group health plan offered by your spouse’s employer.

**Important:** NPPD will offer you retiree health benefits under this Plan 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 will not be able to enroll in this Plan or add a spouse or dependent at a later date.

If you enroll in coverage under the Plan and you are offered group health plan coverage by an employer other than NPPD, you may continue to receive coverage under this Plan until coverage terminates as described below. If you end your enrollment in this Plan prior to the date coverage terminates as described below for any reason other than rehire by NPPD (including enrollment in a group health plan offered by an employer other than NPPD), you will not be eligible to reenroll in this Plan.

If you enroll in coverage under the Plan, you may also elect coverage for your spouse and individuals who meet the definition of an eligible dependent. Refer to the Summary for the definition of an eligible dependent.

You are also eligible to participate in this Plan if you are the surviving spouse or eligible dependent of a deceased NPPD employee, as follows:

- (e) The NPPD employee retired before their death, was covered by this Plan at the time of their death, and none of the termination events described in Section 4 have occurred;
- (f) The NPPD employee died while on-the-job and while actively employed by NPPD, and none of the termination events listed in Section 4 have occurred; or
- (g) (i) The NPPD employee died while actively employed by NPPD but off-the-job, (ii) the date the employee would have been retirement-eligible has occurred, and (iii) none of the termination events listed in Section 4 have occurred.

The following eligibility rules apply in special circumstances:

(h) You do not need to be enrolled in NPPD Group Health Plan for Active Employees 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.

(j) If you are an active employee and you elect 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.

2. **Enrollment.** If you are eligible for coverage under the Plan, NPPD will provide you with enrollment materials when you retire. You must complete the enrollment materials within 30 days of the

employee's retirement date in order to participate in the Plan. If you do not elect coverage for your spouse or dependent under this Plan when you first enroll, 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, as described in the Summary. 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.

3. **Contributions.** The contributions you (and if applicable, your surviving spouse/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	80% until you attain age 60 then 100%	20% until you attain age 60 then 0%
1/1/1993 through 12/31/2003	80%	20%
After 12/31/2003	0%	100%

However, you must pay the full cost of coverage for your spouse and any dependents who are added under special enrollment, as described in Section 2.

(b) **Contributions for Retiree's Surviving Spouse and Dependents.** If you were hired before 2004, NPPD may make contributions toward coverage for your spouse and dependents following your death, as follows:

<u>Date of Hire</u>	<u>Retiree Age at Death</u>	<u>NPPD Pays</u>	<u>Surviving Spouse/Dependent(s) Pay</u>
Before 1/1/1993	Before age 60	80% until the retiree would have reached age 60, then 100%	20% until the retiree would have reached age 60, then 0%
	Age 60-64	100%	0%

<u>Date of Hire</u>	<u>Retiree Age at Death</u>	<u>NPPD Pays</u>	<u>Surviving Spouse/Dependent(s) Pay</u>
1/1/1993 through 12/31/1998	Before age 65	<p>80% of the cost until the surviving spouse attains age 65</p> <p>For dependents who remain covered by this Plan after a surviving spouse attains age 65: (i) 80% of the cost until the month and year in which the retiree would have attained age 65; (ii) starting with the month in which the retiree would have attained age 65 and for the remainder of that calendar year, 100% of the cost; and (iii) starting with the year after the year in which the retiree would have attained age 65, the dollar amount of the cost in the month and year the retiree would have attained age 65</p>	<p>20% of the cost until the surviving spouse attains age 65</p> <p>For dependents who remain covered by this Plan after a surviving spouse attains age 65: (i) 20% of the cost until the month and year in which the retiree would have attained age 65; (ii) starting with the month in which the retiree would have attained age 65 and for the remainder of that calendar year, 0% of the cost; and (iii) starting with the year after the year in which the retiree would have attained age 65, any subsequent increases in cost over the cost in the year the retiree would have attained age 65</p>
1/1/1999 through 12/31/2003	Any age	80%	20%
1/1/04 to present	Any age	0%	100%

However, your spouse or dependent who is added under special enrollment as described in Section 2 must pay the full cost of their coverage.

(c) **Contributions for the Survivors of NPPD Employees Who Die During Active Employment.** For the eligible surviving spouse and dependent(s) of (i) an employee who dies on-the-job while actively employed by NPPD, or (ii) of an employee who dies off-the-job while actively employed by NPPD, after the date the employee would have been eligible for retirement, NPPD may make the following contributions:

<u>Date of Hire</u>	<u>NPPD Pays</u>	<u>Surviving Spouse/Dependent(s) Pay</u>
Before 1/1/1993	80% until employee would have reached age 60, then 100%	20% until employee would have reached age 60, then 0%

<u>Date of Hire</u>	<u>NPPD Pays</u>	<u>Surviving Spouse/Dependent(s) Pay</u>
1/1/1993 through 12/31/1998	80% until the year the surviving spouse attains age 65	20% of the cost of coverage until the surviving spouse attains age 65
1/1/1999 through 12/31/2003	80%	20%
After 12/31/2003	0%	100%

4. **Termination of Coverage.** If you are a retiree, your coverage under this Plan generally terminates when you attain age 65, at which time you will have the opportunity to enroll in the Nebraska Public Power District Group Health Plan for Retirees 65 and Over. Similarly, the coverage of your spouse or surviving spouse generally terminates when he or she attains age 65, at which time he or she will have the opportunity to enroll in the Nebraska Public Power District Group Health Plan for Retirees 65 and Over, if eligible.

Coverage for dependents generally terminates when they attain age 26, unless a different event causes an earlier termination. However, certain eligible dependents who attained age 26 and who were determined to be permanently disabled prior to July 1, 2024, may qualify for Medicare Supplement and Part D coverage under the NPPD Group Health Plan for Retirees 65 and Over. Refer to the Summary Supplement for those Plans for more information.

Subject to those rules and any right to elect continuation coverage under COBRA, coverage under this Plan terminates earlier than the dates in the preceding paragraph for the reasons described in the Summary (disregarding termination of coverage due to termination of employment), or if earlier than those dates, as follows:

<u>Date of Hire</u>	<u>Coverage terminates on last day of the month following the earliest of:</u>
Before 1/1/1993	<p>(a) The date you (the retiree) attain age 65.</p> <p>(b) For your spouse, the date he or she attains age 65, unless he or she is eligible for Medicare before age 65.</p> <p>(c) For your surviving spouse, if you die after retiring from NPPD or while actively employed by NPPD, the date the <u>earliest</u> of the following events occurs: your surviving spouse (i) attains age 65, (ii) remarries, if the remarriage occurs at least three years after the date of your death, or (iii) becomes covered by group health coverage sponsored by another employer.</p> <p>(d) For your surviving dependent(s) if you die after retiring from NPPD or while actively employed by NPPD, the date the <u>earliest</u> of the</p>

<b><u>Date of Hire</u></b>	<b><u>Coverage terminates on last day of the month following the earliest of:</u></b>
	<p>following events occurs: (i) the individual ceases to meet the Plan's definition of an eligible dependent, (ii) the surviving spouse remarries, if the remarriage occurs at least three years after the date of your death, (iii) the surviving spouse dies; or (iv) the dependent becomes covered by group health coverage sponsored by another employer.</p> <p>However, if your surviving spouse remarries less than three years after the date of your death, surviving spouse and dependent coverage terminates three years after the date of your death unless earlier terminated for one of the other reasons described above.</p> <p>Notwithstanding the foregoing, coverage for your surviving dependent will not terminate due to your surviving spouse's remarriage or death until the last day of the month in which he or she attains age 26. As described above in this Section 4, a special rule applies to certain dependents who, prior to July 1, 2024, were age 26 and determined to be permanently disabled and who are eligible for Medicare due to disability. The special rule for such dependents may permit the dependent to enroll in the Medicare Supplement and Part D coverage under the NPPD Group Health Plan for Retirees 65 and Over.</p>
1/1/1993 through 12/31/1998	<p>(a) The date you (the retiree) attain age 65.</p> <p>(b) For your spouse, the date he or she attains age 65, unless he or she is eligible for Medicare before age 65.</p> <p>(c) For your surviving spouse if you die after retiring from NPPD or while actively employed by NPPD, the date the <u>earliest</u> of the following events occurs: your surviving spouse (i) attains age 65 or is eligible for Medicare due to disability, (ii) remarries, if the remarriage occurs at least three years after the date of your death, or (iii) becomes covered by group health coverage sponsored by another employer.</p> <p>(d) For your surviving dependent(s) if you die after retiring from NPPD or while actively employed by NPPD, the date the <u>earliest</u> of the following events occurs: (i) the individual ceases to meet the Plan's definition of an eligible dependent, (ii) your surviving spouse remarries, if the remarriage occurs at least three years after the date of your death, (iii) the surviving spouse dies, or (iv) the dependent becomes covered by group health coverage sponsored by another employer.</p> <p>However, if your surviving spouse remarries less than three years after the date of your death, surviving spouse and dependent coverage terminates three years after the date of your death unless earlier terminated for one of the other reasons described above.</p> <p>Notwithstanding the foregoing, coverage for your surviving dependent will not terminate due to your surviving spouse's remarriage or death until the last day of the month in which he or she attains age 26. As described above in this Section 4, a special rule applies to certain dependents who, prior to July 1,</p>

<u>Date of Hire</u>	<u>Coverage terminates on last day of the month following the earliest of:</u>
	<p>2024, were age 26 and determined to be permanently disabled and who are eligible for Medicare due to disability. The special rule for such dependents may permit the dependent to enroll in the Medicare Supplement and Part D coverage under the NPPD Group Health Plan for Retirees 65 and Over.</p>
<p>1/1/1999 through 12/31/2003</p>	<p>(a) For you (the retiree) and your dependent children, the date you attain age 65.</p> <p>(b) For your spouse, the date your spouse attains age 65, unless he or she is eligible for Medicare before age 65.</p> <p>(c) For your surviving spouse if you die after retiring from NPPD or while actively employed by NPPD, the date the <u>earliest</u> of the following events occurs: your surviving spouse (i) attains age 65, (ii) remarries, if the remarriage occurs at least three years after the date of your death, or (iii) becomes covered by group health coverage sponsored by another employer.</p> <p>(d) For your surviving dependent(s) children, if you die after retiring from NPPD or while actively employed by NPPD, the date the <u>earliest</u> of the following events occurs: (i) the individual ceases to meet the Plan's definition of an eligible dependent, (ii) your surviving spouse remarries, if the remarriage occurs at least three years after the date of your death, (iii) the date you would have attained age 65, or (iv) the dependent becomes covered by group health coverage sponsored by another employer.</p> <p>However, if your surviving spouse remarries less than three years after the date of your death, surviving spouse and dependent coverage terminates three years after the date of your death unless earlier terminated for one of the other reasons described above.</p> <p>Notwithstanding the foregoing, coverage for your surviving dependent will not terminate due to your surviving spouse's remarriage or death until the last day of the month in which he or she attains age 26. As described above in this Section 4, a special rule applies to certain dependents who, prior to July 1, 2024, were age 26 and determined to be permanently disabled and who are eligible for Medicare due to disability. The special rule for such dependents may permit the dependent to enroll in the Medicare Supplement and Part D coverage under the NPPD Group Health Plan for Retirees 65 and Over.</p>
<p>After 12/31/2003</p>	<p>(a) For you (the retiree) and your participating spouse or dependent, the date you attain age 65, or if earlier, the date you die.</p> <p>(b) For your spouse, the date he or she attains age 65, unless he or she is eligible for Medicare before age 65.</p> <p>(c) For your surviving spouse if you die after retiring from NPPD or while actively employed by NPPD, the date the <u>earliest</u> of the following events occurs: (i) your surviving spouse attains age 65, (ii) the date you would have attained age 65, (iii) your surviving spouse remarries, if the remarriage occurs at least three years after the date of your death, or (iv) your surviving spouse</p>

<u>Date of Hire</u>	<u>Coverage terminates on last day of the month following the earliest of:</u>
	<p>becomes covered by group health plan coverage sponsored by another employer.</p> <p>(d) For your surviving dependent(s) if you die while actively employed by NPPD, the date the <u>earliest</u> of the following events occurs: (i) the date you would have attained age 65, (ii) the individual ceases to meet the Plan's definition of an eligible dependent, (iii) your surviving spouse remarries, if the remarriage occurs at least three years after the date of your death, or (iv) the dependent becomes covered by group health plan coverage sponsored by another employer.</p> <p>However, if your surviving spouse remarries less than three years after the date of your death, surviving spouse and dependent coverage terminates three years after the date of your death unless earlier terminated for one of the other reasons described above.</p> <p>Notwithstanding the foregoing, coverage for your surviving dependent will not terminate due to your surviving spouse's remarriage or death until the last day of the month in which he or she attains age 26. As described above in this Section 4, a special rule applies to certain dependents who, prior to July 1, 2024, were age 26 and determined to be permanently disabled and who are eligible for Medicare due to disability. The special rule for such dependents may permit the dependent to enroll in the Medicare Supplement and Part D coverage under the NPPD Group Health Plan for Retirees 65 and Over.</p>

5. **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. NPPD's contact information appears in Section 7.

NPPD offers coverage under this Plan as an alternative to COBRA continuation coverage under the Active Employees' Plan.

As an alternative to electing COBRA coverage, this Plan provides an opportunity for the surviving spouse and dependents of a deceased retiree to continue coverage following a retiree's death, as described in Section 3. NPPD may contribute to the cost of this coverage for retirees who were hired before 2004, as described in Section 3. 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 a spouse and covered dependents who would otherwise lose coverage due to the retiree's death, a divorce from the retiree, a child's ceasing to meet the Plan's definition of a dependent, or the retiree's becoming eligible for Medicare. Please refer to the



provisions of the Summary that address COBRA coverage as a result of these events for more details. A spouse or covered dependent who elects COBRA coverage under this Plan must elect and pay for COBRA coverage as described in the Summary.

6. **Important Information Regarding COBRA Coverage.** The Summary provides basic information regarding COBRA coverage, including the notifications that will be mailed to you or your spouse upon the occurrence of certain events. To ensure that you and your spouse receive these notices, 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 in Section 7.

7. **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 Claims Administrator at the telephone number on your Plan identification card.

8. **Funding.** This is a self-funded group health plan. 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 payment of claims, 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.

9. **Administration.** NPPD has the discretionary authority to determine eligibility for benefits under the Plan and to construe the terms of the Plan. NPPD administers the Plan and has contracted with the Claims Administrator for claims processing.

10. **Appeals.** The Summary contains detailed provisions regarding claims and appeals. If your claim is denied and you exhaust all of the procedures described in the Summary, you may have a right to bring legal action under NEB. REV. STAT. § 13-1625.

11. **Exclusive Benefits.** The Plan exists solely for the benefit of eligible NPPD retirees and their covered spouses and dependents.

12. **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.

13. **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. No consent of a participant or beneficiary in the Plan will be required to terminate, modify, amend, or change the Plan. You may not receive benefits if the Plan is amended or terminated. If the Plan is terminated, NPPD will maintain the separate, segregated fund established for the Plan for one year from the date of termination, for the payment of any claims that have not been filed.

14. **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.

15. **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.

16. **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.

17. **Governing Law.** To the extent not preempted by federal law, 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 Pre-65 Retirees 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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