

Nokia Life Insurance Plan for Retired Employees

Summary Plan Description—Certain Former Employees of
Alcatel USA, Inc. (or a predecessor Entity)

January 2023 (Updated August 2023)

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Introduction

The Nokia Group Life Insurance Plan for Retired Employees, a component of the Nokia Retiree Welfare Benefits Plan, is sometimes referred to in this summary as the “Life Insurance Plan” or simply the “Plan”. The Life Insurance Plan is designed to provide financial assistance to your family upon your death.

This is a summary of the benefits offered under the Plan to certain former employees of Alcatel USA, Inc. (or a predecessor entity) (see **Section B. Terms You Should Know** for the definition of **eligible retiree** that is covered by this summary). It is provided for informational purposes only and is intended to comply with Department of Labor requirements for Summary Plan Descriptions (“SPDs”). More detailed information about the Plan is provided in the official Plan documents, a copy of which can be obtained by writing to the Plan Administrator (see **Section H. Important Contacts** and **Section I. Other Important Information**).

This summary is based on the Plan’s provisions as in effect on January 1, 2023 and replaces all previous SPDs and other descriptions of benefits provided under the Plan. If there is any conflict between the information in this SPD and the Life Insurance Plan documents, the Life Insurance Plan documents will govern.

Life Insurance Plan May Be Amended or Terminated

The **Company** expects to continue the Life Insurance Plan but reserves the right to amend or terminate it, in whole or in part, at any time, by resolution of its Board of Directors or its properly authorized designee. In addition, the **Company** does not guarantee the continuation of any life insurance benefits during employment or at or during retirement nor does it guarantee any specific level of benefits or contributions.

Questions regarding your benefits should be addressed as indicated in this SPD (see **Section H. Important Contacts**). Because of the many detailed provisions of the Life Insurance Plan, no one other than the personnel or entities identified in this SPD (see **Section H. Important Contacts**) is authorized to advise you as to your benefits. Neither the Company nor the Plan can be bound by statements made by unauthorized personnel or entities. In the event of a conflict between any verbal information provided to you by an authorized resource and information in the official Life Insurance Plan documents, the Life Insurance Plan documents will govern.

Section A. The Plan At-a-Glance

Here is a summary of some key features of the benefits under the Plan. (Certain words and phrases used in the table below and elsewhere in this SPD have specific meaning under the Plan. These terms are printed in initial capital letters and are defined in **Section B. Terms to Know.**)

Plan Feature	Summary
Eligibility	Generally, you are eligible for basic life insurance coverage if you are an eligible retiree .
Enrollment	If you are an eligible retiree , the Plan automatically provides you with basic life insurance coverage when you retire.
Amount of Coverage	If you are an eligible retiree , the Plan provides you with basic life insurance coverage in the applicable amount set forth under Section D. Types and Amounts of Coverage Under the Plan.)
Cost	Currently, if you are eligible, basic life insurance coverage under the Plan is provided, at no cost to you, during retirement. (The Company reserves the right to amend or terminate the Plan at any time. See Introduction and Section I. Other Important Information.)
When Benefits Are Paid	Plan benefits are payable to your beneficiary(ies) upon your death. Under the Accelerated Benefit Option (ABO), you may be eligible to receive a portion of your basic life benefit while you are still living if you are diagnosed with a terminal illness with a life expectancy of six months or less.

Section B. Terms You Should Know

There are several words and phrases that have a specific meaning under the Plan. This section explains those terms so you can better understand your benefits. Many of these terms are printed in **boldface** when they appear to let you know they are defined here.

Basic life/basic life insurance coverage: the amount of your basic life insurance that the **Company** provides at no cost to you if you are an **eligible retiree**.

Beneficiary(ies): either your **primary beneficiary(ies)** or your **contingent beneficiary(ies)**.

Company: Nokia of America Corporation, a Delaware corporation, or its successor(s). Prior to January 1, 2018, the Company was named Alcatel-Lucent USA Inc. Prior to November 1, 2008, the Company was named Lucent Technologies Inc.

Contingent beneficiary: the person(s) who receive(s) the death benefits under your basic and **group universal life insurance** coverage if none of your **primary beneficiaries** are living when you die.

Eligible retiree: An individual who (a) was a participant in the Alcatel USA, Inc. Comprehensive Welfare Benefits Plan as of December 31, 2007 and (b) is described in one of the following classes:

- Class 1: [Reserved].
- Class 2: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired between August 1, 1972 and May 31, 1977;
- Class 3: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired between June 1, 1977 and March 31, 1980;
- Class 4: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired between April 1, 1980 and April 30, 1989;
- Class 5: Bargaining unit employees of a predecessor to or affiliate of Alcatel USA, Inc. who retired on or after May 1, 1989 and before January 1, 2008;

- Class 6: Former Alcatel Network Systems, Inc. salaried employees who were vested in Alcatel USA, Inc.'s pension plan and retired between September 1, 1991 and March 31, 1993;
- Class 7: Former Alcatel Network Systems, Inc.'s salaried employees who met the eligibility requirements of the Alcatel Network Systems post- retirement medical and life insurance plan and retired on or after April 1, 1993;
- Class 8: Retirees of Radio Frequency Systems, Inc. (formerly Alcatel NA Cable Systems, Inc.) who retired on or before January 1, 2005;
- Class 9: Individuals who: (i) retired on or prior to June 1, 1988 from Alcatel Network Systems, ITT, Alcatel Business Systems, Qume, Expats, Puerto Rico, Cortelco, and Raleigh; and (ii) whose benefits were administered by Pierson & Smith as of December 31, 2004; and
- Class 10: Individuals who: (i) retired after June 1, 1988 and prior to June 1, 2001 from Alcatel Network Systems, ITT, Alcatel Business Systems, Qume, Expats, Puerto Rico, Cortelco, and Raleigh; and (ii) whose benefits were administered by Pierson & Smith as of December 31, 2004.

Employee Benefits Committee (EBC): The committee appointed by the Company to undertake certain administrative responsibilities with respect to the Plan. The EBC serves as the final review committee for all questions relating to eligibility to participate in the Plan and all other questions related to administration of the Plan, to the extent not delegated to the Claims Administrator or to the Nokia Benefits Review Team. Decisions by the EBC are conclusive and binding on all parties and not subject to further internal review.

ERISA: The Employee Retirement Income Security Act of 1974, as amended from time to time, and all applicable regulations.

Insurer: Metropolitan Life Insurance Company.

Nokia Benefits Resource Center (NBRC): The resource to call to enroll, to make changes to your coverage or to ask questions about your Dental Plan options. See **Section H. Important Contacts**, for information on how to contact the **Nokia Benefits Resource Center**.

Nokia Benefits Review Team (NBRT): The team within the **Nokia Benefits Resource Center** assigned the responsibility to decide claims for eligibility to participate in the Plan. The NBRT has discretionary authority to determine, in accordance with the documents and instruments governing the Plan, all questions relating to participation in the Plan and eligibility for Plan benefits, determination of all facts, determination of the amount payable under and extent of other benefits provided under the Plan, and construction of all Plan terms. Decisions of the NBRT are subject to oversight and review by the Employee Benefits Committee.

Participating company/companies: a company or companies that participate in the **Plan**. As of January 1, 2023, these are:

- Nokia of America Corporation
- Nokia Investment Management Corporation
- Predecessors and affiliates of the foregoing that adopted the Plan for the benefit of their eligible employees and retired employees.

Plan Administrator: The **Company**, acting through and by the individual occupying the position of Plan Administrator or his or her successor.

Plan Year: The consecutive 12-month period commencing on January 1 and ending on December 31 (i.e., the calendar year).

Plan: the Nokia Group Life Insurance Plan for Retired Employees, a component of the Nokia Retiree Welfare Benefits Plan.

Primary beneficiary: the person(s), organization, estate or trust named to receive the death benefits for life insurance if the covered individual dies.

Section C. Joining the Life Insurance Plan

Who Is Eligible

You are eligible for **basic life insurance coverage** if you are an **eligible retiree** (see **Section B. Terms to Know**)

Enrollment

If you are an **eligible retiree**, you are automatically provided with **basic life insurance coverage** upon your retirement. You do not need to enroll.

Cost

Currently, if you are eligible, the Plan provides **basic life insurance coverage** at no cost to you. (The **Company** does not guarantee the continuation of any life insurance benefits during employment or during retirement nor does it guarantee any specific level of benefits or contributions. See **Introduction** and **Section I. Other Important Information**.)

Naming a Beneficiary

After your retirement, the **beneficiary(ies)** for your **basic life insurance coverage** are the same as those designated while you were actively employed. You can change your **beneficiary(ies)** at any time (unless you assign your benefits). See “How to Change Your Beneficiary(ies),” below.

Who Can I Name as a Beneficiary?

You may name one or more individuals as your **beneficiary(ies)**, or you may designate almost any organization, a trust, or your estate as your **beneficiary(ies)**.

If you name more than one **beneficiary**, be sure to indicate the share payable to each one. If you do not indicate this, your **beneficiaries** will share equally.

Generally, death benefits are paid to your **primary beneficiary(ies)**. If one or more **primary beneficiaries** predeceases you, the amount that **primary beneficiary** would have received will be divided among your surviving **primary beneficiaries** unless you have designated otherwise. If none of your **primary beneficiaries** is living when you die, payment will be made in equal shares to your **contingent beneficiaries**, unless you indicated otherwise. If none of your **beneficiaries** is living when you die or you did not designate a **beneficiary**, payment will be

made to your next surviving relative(s) and considered in this order: your spouse or domestic partner, your children, your parents, or your brother and sister.; provided, however, that the **insurer** may pay all or part of such amount to your estate.

Different rules apply if you assign your benefits. For more information, see “Assigned Benefits” in **Section E. Payment of Benefits**.

How to Change Your Beneficiary(ies)

You may change your **beneficiary(ies)** at any time, unless you assign your benefits (see “Assigned Benefits” in **Section E. Payment of Benefits**). You do not need the consent of the **beneficiary** to make a change.

To change your **beneficiary(ies)**:

- Visit the Your Benefits Resources™ (YBR) website at <https://digital.alight.com/nokia>. Select the profile icon at the top right of the page and then select “Beneficiaries” to be taken to the MetLife MyBenefits website. No additional User ID or password is needed, or
- Go to the MetLife MyBenefits website at www.metlife.com/mybenefits directly, but you must register, using the company name “US-Nokia”, and create a User ID and password to access your information. You will need to enter your User ID and password to log on each time you visit the website.

Once your completed form is received and approved by the **insurer**, your changes take effect on the date you signed the **beneficiary** designation form.

Section D. Types and Amounts of Coverage Under the Life Insurance Plan

Basic Life Insurance Coverage

Class 1	Not applicable
Class 2	\$2,000
Class 3	\$5,000
Class 4	\$6,000
Class 5	\$8,000
Class 6	\$10,000
Class 7	\$15,000
Class 8	\$15,000
Class 9	80% of the amount of life insurance in force at the time of retirement reduced by 20% each year until the amount is equal to 20% of the amount of life insurance in force at the time of retirement*
Class 10	65% of the amount of life insurance in force at the time of retirement reduced at age 65 by 50% or to \$25,000, whichever is less*

* The exact amount of Plan benefits is equal to the amount of insurance rounded to the next higher \$1,000 multiple unless the amount equals a multiple of \$1,000.

Notwithstanding the above, if you are an **eligible retiree** who also retired from Lucent Technologies Inc. prior to December 31, 2007, your benefit under the Plan shall be equal to the sum of: (a) the applicable amount set forth in the above table; and (b) the amount payable under the life insurance contract in effect at the time of your retirement from Lucent Technologies Inc. Also, notwithstanding the above, if you are an **eligible retiree** assigned to Class 7 and you retire from a **participating company** on or after January 1, 2008, your benefit shall be equal to the greater of:

(i) the applicable amount set forth in the above table; or (ii) the amount payable under the life insurance contract in effect at the time of your retirement from such **participating company**.

Section E. Payment of Benefits Under the Life Insurance Plan

Basic Life Insurance Coverage

Basic life insurance coverage benefits are payable to your **beneficiary(ies)** upon your death. If the amount of each benefit is less than \$5,000, your **beneficiary(ies)** will receive a check. If the amount of each benefit is \$5,000 or greater, the **insurer** will put the proceeds into a money market fund established for your **beneficiary(ies)**.

Accelerated Benefit Option

The accelerated benefit option (ABO) allows you to receive a portion of your **basic life insurance coverage** if you are diagnosed as being terminally ill with a life expectancy of six months or less. The maximum amount is the lower of \$250,000 or 50% of your **basic life insurance coverage**. You may use this money in any way you wish.

Here are some guidelines that may affect your eligibility or decision to apply for this benefit:

- You are eligible for the ABO only if your **basic life insurance coverage** is greater than or equal to \$10,000 and you have not attained age 95.
- You are not eligible for the ABO if you previously assigned your life insurance coverage (see “Assigned Benefits” in this section) or if your life insurance **beneficiary** is determined pursuant to a divorce agreement.
- If your **basic life insurance coverage** is scheduled to reduce within six months of the date the ABO is approved, the payment will be limited to 50% of the reduced amount of your **basic life insurance coverage**.
- If your **basic life insurance coverage** is scheduled to fully terminate within six months of the date the ABO has been approved, the ABO will not apply to the coverage that is terminating.
- Any **basic life insurance coverage** eligible for conversion will be reduced by any ABO amount paid under this provision.
- You should ask your professional tax advisor about the taxability of ABO benefits before applying for this benefit.
- ABO benefits may affect your eligibility for benefits under state and federal law.

- The life insurance benefit payable to your **beneficiary(ies)** upon your death will be reduced by any amount paid to you under the ABO.
- You may exercise the ABO only once.

Call the **insurer** to request an ABO form. The **insurer** will review your eligibility for the ABO and decide whether to approve your request for an accelerated benefit. In reviewing your request, the **insurer** may have you examined by doctors of its choice at its expense.

Assigned Benefits

You may assign your benefit under the Plan as an irrevocable gift to someone else or as a viatical assignment if the **insurer** consents. You may name that person as the owner of your insurance, even though it is your life that is insured.

If you make an assignment, you give up all present and future rights to the insurance. You cannot revoke the assignment at a later date. The person to whom you assign your insurance has the right to name **beneficiaries**, reduce the level of coverage or exercise any other privileges under the insurance that would otherwise have been available to you.

Because of the various legal and tax implications involved, you should consult with a lawyer and a tax advisor before making an assignment. If you wish to make an assignment, contact the **insurer** (see **Section H. Important Contacts**).

Section F. Miscellaneous Coverage Information

Imputed Income

The Internal Revenue Service (IRS) requires that the **Company** report the cost of your **basic life insurance coverage** over \$50,000 on a Form W-2 as “imputed income.” Imputed income is not subject to federal income tax withholding, but the **Company** must “withhold” FICA taxes on it.

Taxes and Imputed Income

You are not taxed on the actual amount of your **basic life insurance coverage**. Instead, the **Company** reports as income to you the amount the IRS considers an appropriate premium for the portion of your **basic life insurance coverage** over \$50,000. The IRS publishes these rates in tables based on your age.

An Example of How Imputed Income Is Calculated

Suppose you are age 65 and your **basic life insurance coverage** is \$55,000. You will pay taxes on the cost of providing you with **basic life insurance coverage** of \$5,000 (the amount of such coverage over \$50,000). In 2023, the IRS premium rate for someone age 65 is \$1.27 per month for each \$1,000 of coverage in excess of \$50,000. The imputed income for \$5,000 of coverage is thus \$6.35 per month (5 x \$1.27) or \$76.20 per year (\$6.35 x 12).

Exemptions from Imputed Income

If you are disabled, you might not be required to include the cost of **basic life insurance coverage** in excess of \$50,000 in income. Please consult with your tax advisor.

In addition, under a grandfather provision in the Deficit Reduction Act of 1984, certain **eligible retirees** are exempt from having the cost of group life insurance coverage included as taxable income. This applies to you if you retired on or after January 1, 1984 and were age 55 or older on January 1, 1984 (i.e., you were born before January 1, 1929) and were continuously employed by the **Company** (or a predecessor entity) since 1983. Please consult with your tax advisor.

When Coverage Ends

Basic life insurance coverage ends on the last day of the month in which the earliest of the following events occurs:

- If the Basic Life Insurance Plan is terminated, in whole or in part, your affected **basic life insurance coverage** will end; or
- The **Company** discontinues **basic life insurance coverage** for your retiree class, in whole or in part.

Converting Coverage to an Individual Policy

You may be able to convert all or part of your **basic life insurance coverage** to an individual policy without proof of insurability if:

- You are not eligible for **basic life insurance coverage** in retirement;
- You are eligible for **basic life insurance coverage** in retirement and it has been reduced in accordance with the schedules outlined under **Section D. Types and Amount of Coverage Under the Plan**;
- The **Company** amends the basic life insurance policy under which you are covered so that you are no longer eligible for such coverage (but only if your coverage under the applicable policy had been in effect for at least five (5) years); or
- The **Company** terminates the basic life insurance policy under which you are covered (but only if your coverage under the applicable policy had been in effect for at least five (5) years).

To convert your coverage without proof of insurability, you must request the Notice of Conversion Privilege and sign the conversion application within 91 days after your insurance coverage ends or is reduced. During the first 31 days of the conversion period, your coverage continues. However, your coverage does not continue through the remaining conversion period. If you are interested in converting your coverage, contact the **insurer** (see **Section H. Important Contacts**). The individual policy will be a policy customarily issued by the **insurer** for conversions.

Section G. Claims and Appeals

Participants, their **beneficiaries**, or any individual duly authorized by them have the right under ERISA to file a written claim for benefits.

Types of Claims

The Life Insurance Plan contemplates two types of claims:

- Eligibility claims; and
- Benefits claims.

An eligibility claim is a claim by you or your authorized representative concerning your right to participate in the Life Insurance Plan.

A benefits claim is exactly what it sounds like — it is a claim for benefits under the terms of the Life Insurance Plan.

Eligibility Claims

Filing Process

If you have an eligibility claim, contact the **Nokia Benefits Resource Center (see Section H. Important Contacts)**. If appropriate, a representative will provide you with an eligibility claim form, called a Claim Initiation Form (“CIF”).

On the CIF, you will be asked to set forth the nature of the claim, all pertinent facts and the reasons why you believe you are entitled to the relief you are requesting. Also, include with your CIF any documentation supporting your claim.

Mail your completed CIF and any enclosures to the following address:

Nokia Benefits Review Team
P.O. Box 1407
Lincolnshire, IL 60069-1407

If your eligibility claim is coupled with a claim for benefits, send the benefits claim form to the **insurer**, but also include a **copy** of it with your eligibility claim submitted to the Benefits Review Team.

When You Can Expect To Receive a Decision

When you file an eligibility claim, the Benefits Review Team reviews the claim and makes a decision to either approve or deny the claim. Generally, you will be notified of the Benefits Review Team's decision within 90 days after its receipt of your claim. The Benefits Review Team may extend the period for making the claim decision by 90 days if it determines that an extension is necessary and notifies you, before the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which it expects to render a decision.

What You Will Be Told If Your Eligibility Claim Is Denied

If your eligibility claim is denied, you will receive a written notice that contains all of the following:

- The specific reason(s) for the denial;
- The specific Plan provisions on which the denial is based;
- A description of any additional material or information needed and an explanation of why it is necessary;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the benefits claim; and
- An explanation of the Life Insurance Plan's claim review procedures, applicable time limits and your rights. If your claim is denied and your appeal is also denied, you have the right to bring a civil action in federal court under ERISA Section 502(a).

Appeal Procedures and Deadline

If your initial eligibility claim is denied by the Benefits Review Team, you or your authorized representative may appeal the denial. Your appeal must be in writing and should be addressed to:

Nokia
Employee Benefits Committee
600-700 Mountain Avenue Room 6C-402A
Murray Hill, New Jersey 07974

You should include a copy of your initial claim denial notification, the reason(s) for the appeal and relevant documentation with your appeal request.

You must file your appeal within 60 days from the date on the claim denial letter. During the 60-day period, you or your authorized representative will be given reasonable access to all

documents and information relevant to the claim, and you may request copies free of charge. You can also submit written comments, documents, records and other information relating to the appeal to the Employee Benefits Committee.

Review of your appeal will take into account all comments, documents, records and other information relating to the appeal, without regard to whether the information was submitted to or considered by the Benefits Review Team in connection with the initial claim decision. Your appeal will be reviewed “de novo,” which means you get to “start fresh” with your claim on appeal. In reviewing your appeal, the Employee Benefits Committee will not place deference upon the original decision. Your appeal will be reviewed by an appropriate fiduciary who is not the individual who made the initial decision, who is not subordinate to the initial reviewer and who will give a full and fair review of the claim and the denial.

When You Can Expect To Receive a Decision on Appeal

The Employee Benefits Committee will review your appeal and you will be notified of the decision on appeal within 60 days after receipt of your appeal. The Employee Benefits Committee may extend the period for making the claim decision by 60 days if it determines that an extension is necessary and notifies you, before the expiration of the initial 60-day period, of the circumstances requiring the extension of time and the date by which it expects to render a decision.

What You will Be Told If Your Eligibility Claim Is Denied on Appeal

If your eligibility claim is denied on appeal, you will receive a written notice that contains all of the following:

- The specific reason(s) for the denial;
- The specific Plan provisions on which the denial is based;
- A statement about the claimant’s right to bring an action under section 502(a) of the Employee Retirement Income Security Act (ERISA);
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the benefits claim; and
- A statement to the effect that “You and the Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your state insurance regulatory agency.”

Other Options

If the Employee Benefits Committee denies your benefits claim on appeal, you have the right to bring a civil action in federal court under ERISA. This option is available to you only after you have exhausted all of the administrative remedies available to you through the Life Insurance Plan's claims and appeals process as described in this section.

Benefits Claims

Filing a Claim

To report a death, you must call the **insurer** (see **section H. Important Contacts**).

The **insurer** will send you a claim form. The **insurer** can also answer questions about the insured person's benefits and can help you complete the claim form.

When you file a claim:

- Follow the instructions on the claim form carefully and answer all questions completely;
- Attach an original death certificate; and
- Submit the required paperwork to the address printed on the form.

Your claim will be evaluated to determine if any benefits will be paid. If the claim is approved, payment is made as outlined under **Section E. Payment of Benefits**. If your claim is denied, you will be advised of the reasons for the denial and may appeal the decision (see, respectively, "What You will Be Told If Your Benefits Claim Is Denied" and "Appeal Procedures and Deadline" later in this section).

Filing Deadlines

Generally, you should submit a claim as soon as possible after the death occurs.

When You Can Expect To Receive a Decision

When you file a benefits claim, the **insurer** reviews the claim and makes a decision either to approve or to deny the claim. Generally, you will be notified of the **insurer's** decision with respect to a claim within 90 days after the **insurer's** receipt of your claim. The **insurer** may extend the period for making the claim decision by 90 days, if it determines that an extension is necessary and notifies you, before the expiration of the initial 90-day period, of the

circumstances requiring the extension of time and the date by which it expects to render a decision.

What You Will Be Told If Your Claim Is Denied

If your benefits claim is denied, you will receive a written notice that contains all of the following:

- The specific reason(s) for the denial;
- The specific Plan provisions on which the denial is based;
- A description of any additional material or information needed and an explanation of why it is necessary; and
- An explanation of the Plan's claim review procedures, applicable time limits and your rights to bring a civil action under ERISA Section 502(a) following exhaustion of these procedures.

Appeal Procedures and Deadline

If your initial claim for benefits is denied, you or your authorized representative may appeal that denial. Your appeal must be in writing and should be addressed to:

Regular Mail:

Metropolitan Life Insurance Company Group Life Claims
P.O. Box 6100
Scranton, PA 18505

Overnight Mail:

Metropolitan Life Insurance Company – Group Life Claims
c/o Diversified Information Technologies
10 E. D. Preate Dr.
Moosic, PA 18507

You should include a copy of your initial claim denial notification, the reason(s) for the appeal and relevant documentation with your appeal request.

You must file your appeal within 60 days of the date you receive notice of the denied claim. During the 60-day period, you or your authorized representative will be given reasonable access to all documents and information relevant to the claim, and you may request copies free of charge. You can also submit written comments, documents, records and other information relating to the appeal to the **insurer**.

Review of your appeal will take into account all comments, documents, records and other information relating to the appeal, without regard to whether the information was submitted

or considered in the initial claim decision. Your appeal will be reviewed “de novo.” That means you get to “start fresh,” and an independent fiduciary at the **insurer** will review your appeal. In reviewing your appeal, the independent fiduciary will not place deference upon the original decision. Your appeal will be reviewed by an appropriate fiduciary who is not the individual who made the initial decision, who is not subordinate to the initial reviewer and who will give a full and fair review of the claim and the denial.

When You Can Expect To Receive a Decision on Appeal

The **insurer** will review your appeal and you will be notified of the appeal decision within 60 days after receipt of your appeal.

What You will Be Told If Your Benefits Claim Is Denied on Appeal

If your benefits claim is denied on appeal, you will receive a written notice that contains all of the following:

- The specific reason(s) for the denial;
- The specific Plan provisions on which the denial is based;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the benefits claim; and
- A statement to the effect that “You and the Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your state insurance regulatory agency.”

Other Options

If the **insurer** denies your benefits claim on appeal, you have the right to bring a civil action in federal court under Section 502(a) of ERISA. This option is available to you only after you have exhausted all of the administrative remedies available to you through the Life Insurance Plan’s claims and appeals process as described in this section.

Section H. Important Contacts

This list of contacts and resources includes information about whom to contact depending on your specific need:

Contact/Service Provided	Address/Telephone Number
<p>MetLife Recordkeeping Center: Contact to report a death or for other matters such as requesting payment under the ABO, to convert basic life insurance coverage that has been lost or reduced, request an Assignment Form or Beneficiary Form.</p>	<p>Write to or call: Metlife Recordkeeping Center P.O. Box 14401 Lexington, KY 40512-4401 1-888-201-4612</p>
<p>MetLife National Accounts Division: All other questions about the Life Insurance Plan or legal actions, excluding claims or appeals under the Life Insurance Plan.</p>	<p>Write to: MetLife 501 U.S. Highway 22 P.O. Box 6891 Bridgewater, NJ 08807-0891</p>
<p>Nokia Benefits Resource Center (NBRC): Handles recordkeeping with respect to coverage and election amounts. Contact to decrease or cancel coverage.</p> <p>Nokia Benefits Resource Center representatives are available Monday through Friday, from 9:00 a.m. to 5:00 p.m., Eastern Time (ET).</p>	<p>Write, call or log on to: Nokia Benefits Resource Center Dept. 07544 P.O. Box 64116 The Woodlands, TX 77387-4116 USA</p> <p>Overnight mail should be sent to: Nokia Benefits Resource Center Dept. 07544 8770 New Trails Drive The Woodlands, TX 77381 USA 1-888-232-4111</p>
<p>Your Benefits Resources (YBR)™: Website where you can view your current coverage and costs (Your Benefits Resources is a trademark of Alight Solutions LLC.)</p>	<p>You can access YBR at https://digital.alight.com/nokia, 24 hours a day, seven days a week</p>

Section H. Important Contacts

<p>Plan Administrator: Contact to request Plan documents.</p>	<p>Write to: Nokia of America Corporation 600 Mountain Avenue Room 6D-401A Murray Hill, NJ 07974</p>
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Section I. Other Important Information

This section contains administrative information about the Life Insurance Plan and other details required under the terms of a federal law, the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Your Rights Under ERISA

You are entitled to certain rights and protection under ERISA. These rights are described in this section.

ERISA provides that all Life Insurance Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Life Insurance Plan, including insurance contracts, and copies of the latest annual reports (Form 5500 Series) filed by the Life Insurance 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 Life Insurance Plan, including insurance contracts, copies of the latest annual reports (Form 5500 Series), and updated summary plan descriptions. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Life Insurance Plan's annual financial reports. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to establishing rights for Life Insurance Plan participants, ERISA imposes duties on the people responsible for the operation of the Life Insurance Plan. The people who operate the Plan, called "fiduciaries," have a duty to do so prudently and in the interest of all Life Insurance Plan participants and **beneficiaries**. No one, including the **Company**, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your ERISA rights.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right 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 example, if you request a copy of Life Insurance Plan documents or the latest annual report from the Life Insurance Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, you may also file suit in federal court if you disagree with the Life Insurance Plan's decision or lack thereof concerning the qualified status of a domestic relations order.

If it should happen that Life Insurance Plan fiduciaries misuse the Life Insurance Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the **Nokia Benefits Resource Center**, the **insurer**, or the Plan Administrator (**see Section H. Important Contacts**). If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or write to:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, D.C. 20210

You may also obtain publications about your rights under ERISA by calling the Employee Benefits Security Administration at 1-866-444-3272 or logging on to the Internet at www.dol.gov/ebsa.

Plan Funding and Payment of Benefits

The costs associated with providing you **basic life insurance coverage** during retirement are paid by the following trusts, established by the **Company**: the Lucent Technologies Inc. Postretirement Welfare Benefits Trust for Non-Represented Employees and the Lucent Technologies Inc. Post Retirement Welfare Benefits Trust for Represented Employees, as applicable.

Life Insurance Plan Documents

This summary plan description is intended to describe the key features of the Life Insurance Plan available to **eligible retirees** in easy-to-understand terms. However, it is the Life Insurance Plan documents and insurance contracts that determine your rights and the rights of your dependents and/or **beneficiaries** under the Life Insurance Plan. In all instances, even if this summary plan description and the Life Insurance Plan documents are in conflict, the Life Insurance Plan documents will govern.

Life Insurance Plan May Be Amended or Terminated

The **Company** expects to continue the Life Insurance Plan but reserves the right to amend or terminate the Life Insurance Plan, in whole or in part, at any time by the resolution of the Board of Directors or a properly authorized designee. In addition, the **Company** does not guarantee the continuation of any life insurance benefits during employment or at or during retirement nor does it guarantee any specific level of benefits or contributions.

Plan Administrator and the Claims Administrators

The Plan Administrator has the full discretionary authority and power to control and manage all aspects of the Life Insurance Plan, to determine eligibility for Life Insurance Plan benefits, to interpret and construe the terms and provisions of the Life Insurance Plan, to determine questions of fact and law, to direct disbursements, and to adopt rules for the administration of the Life Insurance Plan as they may deem appropriate in accordance with the terms of the Life Insurance Plan and all applicable laws.

The Plan Administrator may allocate or delegate its responsibilities for the administration of the plan to others and employ others to carry out or render advice with respect to its responsibilities under each of the Life Insurance Plan, including the discretionary authority to interpret and construe the terms of the Life Insurance Plan, to direct disbursements, and to determine eligibility for Life Insurance Plan benefits.

The Plan Administrator has delegated its responsibility to review claims relating to eligibility to participate in the Life Insurance Plan to the **Nokia Benefits Review Team**. The Plan Administrator has delegated its responsibility to review appeals of denied claims relating to eligibility to participate in the Life Insurance Plan to the **Employee Benefit Committee**. The Plan Administrator has delegated its responsibility to review all other claims and appeals relating to benefits under the Life Insurance Plan to the **insurer**. The Plan Administrator has delegated its other administrative responsibilities under the Life Insurance Plan as described in **Section H. Important Contacts**.

Section J. Administrative Information

This section contains administrative information about the Life Insurance Plan.

<i>Plan Name:</i>	The official name of the plan providing basic life insurance coverage is the Nokia Group Life Insurance Plan for Retired Employees, part of the Nokia Retiree Welfare Benefits Plan.
<i>Plan Sponsor Name and Address</i>	The name of the Plan Sponsor is Nokia of America Corporation. The address of the Plan Sponsor is: Nokia 600 Mountain Avenue, Room 6D-401A Murray Hill, New Jersey 07974 USA
<i>Type of Administration</i>	Generally, the Life Insurance Plan is underwritten and administered by the Metropolitan Life Insurance Company. However, enrollment and eligibility under the Life Insurance Plan is administered by the Nokia Benefits Resource Center .
<i>Plan Administrator</i>	Life Insurance Plan Administrator Nokia 600 Mountain Avenue, Room 6D-401A Murray Hill, New Jersey 07974
<i>Agent for Service of Legal Process</i>	Legal actions regarding an eligibility claim should be sent to the Nokia Benefits Resource Center . All other legal actions should be sent to the Plan Administrator or the insurer .
<i>Plan Records and Plan Year</i>	The Life Insurance Plan and all of its records are maintained on a calendar year basis, beginning on January 1 and ending on December 31 of each year.

Section J. Administrative Information

<i>Type of Plan</i>	The Life Insurance Plan is considered an “employee welfare plan” under ERISA.
<i>Plan Numbers</i>	The Plan number assigned to the Plan by the Plan Sponsor is: 504 (Nokia Retiree Welfare Benefits Plan)
<i>Employer Identification Number</i>	The employer identification number assigned by the IRS to the Plan Sponsor is 22-3408857.

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About Nokia

At Nokia, we create technology that helps the world act together.

As a B2B technology innovation leader, we are pioneering networks that sense, think and act by leveraging our work across mobile, fixed and cloud networks. In addition, we create value with intellectual property and long-term research, led by the award-winning Nokia Bell Labs.

Service providers, enterprises and partners worldwide trust Nokia to deliver secure, reliable and sustainable networks today – and work with us to create the digital services and applications of the future.