SUMMARY OF MATERIAL MODIFICATIONS
To the following Summary Plan Descriptions for the New York University Retiree Health and Welfare Plan:

Retiree Medical Plan (Employees Retired after December 31, 1988); and
Retiree Medical Plan (Employees Retired Before January 1, 1989)

Effective: June 1, 2019
Group Number: 175396

A Summary Plan Description (SPD) was published effective January 1, 2019. The following are modifications and clarifications that are effective June 1, 2019 unless otherwise stated. These modifications and clarifications are intended as a summary to supplement the SPD. It is important that you keep this summary with your SPD since this material plus the SPD comprise your complete SPD.

In the event of any discrepancy between this Summary of Material Modifications (SMM) and the SPD, the provisions of this SMM shall govern.

A. Effective June 1, 2019, the Form of Payment of Benefits provision and the four paragraphs immediately preceding the provision in Section 8, Claims Procedures are deleted and replaced with the following:

Anti-Assignment
No benefit, payment right, right to sue, or other interest of any Covered Person under the Plan will be subject to assignment, anticipation, alienation, sale, transfer, pledge, encumbrance, charge, garnishment, execution or levy of any kind (either voluntary or involuntary) by anyone (including but not limited to providers of health care services), except as otherwise required by law, such as a qualified medical child support order. Any such attempt shall be void.

The Claims Administrator does not pay benefits directly to non-network providers, except the Claims Administrator may elect to pay benefits directly to a non-network provider of healthcare services as a convenience. Any payment by the Claims Administrator to a non-network provider of healthcare services shall not constitute any assignment of Benefits or any assignment of any other rights under the Plan.

Form of Payment of Benefits
Payment of Benefits under the Plan shall be in cash or cash equivalents, or in the form of other consideration that UnitedHealthcare in its discretion determines to be adequate.
B. Effective June 1, 2019, the *Refund of Overpayments* provision in Section 9, *Coordination of Benefits (COB)*, is deleted in its entirety and replaced with the following:

*Refund of Overpayments*

If the Plan pays for Benefits for expenses incurred on account of a Covered Person, that Covered Person, or any other person or organization that was paid, must make a refund to the Plan if:

- The Plan’s obligation to pay Benefits was contingent on the expenses incurred being legally owed and paid by the Covered Person, but all or some of the expenses were not paid by the Covered Person or did not legally have to be paid by the Covered Person.
- All or some of the payment the Plan made exceeded the Benefits under the Plan.
- All or some of the payment was made in error.

The amount that must be refunded equals the amount the Plan paid in excess of the amount that should have been paid under the Plan. If the refund is due from another person or organization, the Covered Person agrees to help the Plan get the refund when requested.

If the refund is due from the Covered Person and the Covered Person does not promptly refund the full amount owed, the Plan may recover the overpayment by reallocating the overpaid amount to pay, in whole or in part, future Benefits for the Covered Person that are payable under the Plan. If the refund is due from a person or organization other than the Covered Person, the Plan may recover the overpayment by reallocating the overpaid amount to pay, in whole or in part, future Benefits that are payable in connection with services provided to other Covered Persons under the Plan. The reallocated payment amount will equal the amount of the required refund or, if less than the full amount of the required refund, will be deducted from the amount of refund owed to the Plan. The Plan may have other rights in addition to the right to reallocate overpaid amounts and other enumerated rights, including the right to commence a legal action.