

**FIRST AMENDMENT  
TO THE**

**BOWDOIN COLLEGE FLEXIBLE BENEFITS PLAN**

(as effective January 1, 2009)

The Bowdoin College Flexible Benefits Plan (the "Plan") was last amended and restated

defined as in Code Section 152, determined without regard to subsections (b)(1)(A), (b)(1)(B), (b)(1)(C), (b)(1)(D) and (b)(1)(E) and (ii) any child (as defined in Code Section 152(f)(1)) of the

"Spouse" means the individual to whom an Employee (or a Qualified Beneficiary for purposes of Section 7.3) is legally married under the laws of the State of Maine and who is treated as a spouse under the Code, provided such individual is not legally separated from the Employee (or Qualified Beneficiary). To the extent an individual meets each of the preceding requirements, except that the individual is not treated as a spouse under the Code, the individual is deemed to be a Domestic Partner.

4. Section 4.2 is amended to read as follows:

(a) An Eligible Employee's initial Benefit Election shall be effective as of the following date provided the Benefit Election is filed with the Plan Administrator on or before the Eligibility Date: for the Bowdoin College Health Plan, as of the Eligibility Date; and for the other benefit plans, as of the first day of the first succeeding month following the Eligibility Date unless the Eligibility Date is the first day of a month, in which case the Benefit Election shall be effective as of the Eligibility Date.

(b) If an Eligible Employee's Benefit Election is not filed with the Plan Administrator on or before the Eligibility Date, then the Eligible Employee may file a Benefit Election within sixty (60) days of his or her Eligibility Date. If the Benefit Election is filed with the Plan Administrator on the first day of a month, then the Benefit Election shall become effective on the day filed. If the Benefit Election is filed with the

become effective on the first day of the next succeeding month. Notwithstanding the foregoing, a Benefit Election under the Bowdoin College Health Plan shall become effective as of the Eligibility Date. If a Benefit Election is not filed with the Plan Administrator within the 60-day period described above, then the Eligible Employee shall be deemed to have elected the default coverages described in Section 4.4(a). He or she shall not be eligible to make a different Benefit Election for the applicable Plan Year, except where and to the extent a Benefit Election change is permitted under Article V.

5. Section 4.4(b) is amended to read as follows:

A Participant who fails to file an effective Benefit Election for any Plan Year subsequent to his or her initial period of coverage shall be deemed to have elected the immediately preceding Plan Year under the Bowdoin College Health Plan, the Bowdoin College Dental Plan, the Bowdoin College Vision Plan, the Bowdoin College Short-Term Disability Plan, and the Bowdoin College Supplemental Group Term Life Insurance Plan, and the coverage under the Reimbursement Accounts, except the Default Plan.

6. The following subsection (f) is added to Section 5.2:

A BENEFIT ELECTION CHANGE TO INCREASE OR DECREASE COVERAGE IN RESPONSE TO

Benefit Election Changes with respect to this Plan are permitted only during the Open Enrollment Period and upon the occurrence of an event that causes the Participant and/or the Participant's spouse or child to cease to satisfy the requirements for coverage under

7. The following paragraph is added to Section 5.4:

For purposes of this Section 5.4, the term "Group Health Plan" shall not include the Bowdoin College Vision Plan.

8. The following paragraph is added to Section 5.5:

A Benefit Election change to increase or decrease coverage as a result of changes in cost or coverage is not permitted with respect to the Bowdoin College Vision Plan. Notwithstanding the foregoing to the contrary, if the cost of the Vision Plan increases or decreases during a Plan Year and, under the terms of the Vision Plan, Participants are required to make a corresponding change in their contributions, the Plan Administrator may, on a reasonable and consistent basis, automatically make a prospective increase or

The following paragraph is added to Section 1.1.1.1.1:

Notwithstanding any other provision of the Plan to the contrary, effective January 1, 2011 the Plan will comply with the internal claims and appeals requirements and

external review procedures added by Public Health Services Act Sections 2712 and 2710 as added and amended by the Patient Protection and Affordability Act and the Health Care and Education Reconciliation Act of 2010, and regulations issued thereunder, to the extent applicable.

10. This Amendment shall be effective as of January 1, 2013, except as otherwise stated in the individual provisions hereof.

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed this

26<sup>th</sup> day of February, 2013.

**Bowdoin College**

By Wassily