



**RETIREE REIMBURSEMENT  
ARRANGEMENT (RRA) PLAN**

**SUMMARY PLAN DESCRIPTION**

**Effective January 1, 2015**

## TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION.....	1
ELIGIBILITY .....	1
ESTABLISHMENT OF ACCOUNT .....	2
CONTRIBUTION AMOUNT .....	2
AVAILABLE BENEFITS .....	3
NO CASH OPTION OR ASSIGNMENT .....	4
TRANSITION FROM PRE-MEDICARE PLAN .....	4
MEDICARE ENROLLMENT .....	5
SOURCE OF BENEFITS .....	6
NO ACCRUED INTEREST OR ROLLOVER.....	6
CLAIMS PROCEDURE .....	6
PAYMENT OF CLAIMS.....	9
TERMINATION OF COVERAGE .....	9
AMENDMENT AND TERMINATION .....	11
ADMINISTRATION.....	11
HIPAA PRIVACY AND SECURITY .....	11
ERISA RIGHTS INFORMATION .....	11
GENERAL INFORMATION .....	13

***This summary plan description summarizes the provisions of our Retiree Reimbursement Arrangement plan. While every effort has been made to have this booklet be as complete and accurate as possible, the summary plan description cannot be a full restatement of the plan. If there is any conflict between this summary and the actual terms of our plan, the provisions of the plan will control.***

***We expect that this retiree medical program will benefit our retirees for a long time into the future, but we reserve the right to change or even terminate the program if it becomes necessary or appropriate for business, legal or other reasons determined by Borg Warner.***

**BORGWARNER INC.  
RETIREE REIMBURSEMENT ARRANGEMENT (RRA) PLAN  
SUMMARY PLAN DESCRIPTION**

**INTRODUCTION**

BORGWARNER INC. (**BorgWarner**) has established the Retiree Reimbursement Arrangement Plan (**Plan** or **RRA Plan**) for the exclusive benefit of certain retirees & collective bargaining unit Medicare-eligible retirees and their eligible family members who are on Medicare.

BorgWarner will establish a Retiree Reimbursement Arrangement Account (**RRA Account**) for each eligible Retiree described below and a separate RRA Account for the Retiree's eligible spouse and/or dependent child. BorgWarner will credit a specified amount to each RRA Account monthly. The RRA Account may be used to reimburse Eligible Health Care expenses described below that are incurred during the plan year (which is also the calendar year).

This Plan became effective January 1, 2009. It replaced all BorgWarner retiree health programs for which individuals covered by this Plan were previously eligible.

This summary plan description has been prepared to explain the provisions of the RRA Plan. A summary cannot include all details of the Plan document or the administration and operation of the Plan. Accordingly, if there is any conflict between this summary and the terms of the Plan, the provisions of the actual Plan document will control.

**ELIGIBILITY**

To be eligible for an RRA Account, a BorgWarner retiree must meet the definition of a "Retiree" under the BorgWarner Flexible Benefits Plan based on age, years of service, and date and location of hire as set forth on Appendix A attached (**Retiree**). You must also meet the requirements for a Medicare Retiree, Medicare Spouse or Medicare Dependent Child as defined below.

**Medicare Retiree:** You are a Medicare Retiree eligible for the RRA Plan if you are a Retiree who meets all of the following:

- (i) you retired from BorgWarner prior to January 1, 2009; or if an hourly Muncie retiree, on or before February 1, 2009; or if an hourly Ithaca retiree, you retired after September 2008 and prior to January 1, 2011.
- (ii) you are eligible for Medicare; and
- (iii) you had BorgWarner health coverage as of December 31, 2008, as of April 30, 2009 if an hourly Muncie retiree, or as of August 31, 2008 if an hourly Ithaca retiree and remained covered in BorgWarner health coverage (other than COBRA coverage) until becoming eligible for this Plan.

**Medicare Spouse:** The spouse of a Retiree is eligible for this Plan if he or she:

- is eligible for Medicare;
- is currently married to the Retiree and was married to the Retiree for at least two consecutive years immediately prior to the Retiree's retirement; and was covered by a BorgWarner health plan as of December 31, 2008, or as of April 30, 2009 if an hourly Muncie retiree, or of an hourly Ithaca retiree who retired after September 2008 and prior to January 1, 2011.
- and remained covered in BorgWarner health coverage (other than COBRA coverage) until becoming eligible for this Plan.

**Medicare Dependent Child:** The dependent child of a Retiree (including a child named in a Qualified Medical Child Support Order) is eligible for this Plan if he or she:

- is eligible for Medicare (for example, on account of disability); and was covered by a BorgWarner health plan as of December 31, 2008, or as of April 30, 2009 if an hourly Muncie retiree, or if a dependent of an hourly Ithaca retiree who retired after September 2008 and prior to January 1, 2011.
- and remained covered in BorgWarner health coverage until becoming eligible for this Plan.

You may obtain a copy of the Plan's Qualified Medical Child Support Order procedures from your local Human Resources office, free of charge.

### **ESTABLISHMENT OF ACCOUNT**

At the time of retirement, eligible individuals will have a one-time choice between COBRA continuation coverage and BorgWarner post-retirement medical coverage. If you elect COBRA, you will not be able to join this Plan or any other BorgWarner post-retirement medical plan when COBRA coverage ends.

BorgWarner will establish an RRA Account for each Medicare Retiree, Medicare Spouse and Medicare Dependent Child when the individual is first entitled to coverage. Although enrollment will be automatic, you may be asked to complete an initial application and to confirm eligibility from time to time.

### **CONTRIBUTION AMOUNT**

BorgWarner will credit the RRA Account of each Medicare Retiree, Medicare Spouse and Medicare Dependent Child monthly. For 2012, the monthly credit amount is \$169.58. This amount, which may be adjusted from time to time, is available for reimbursement of Eligible Health Care Expenses on the first day of each month.

The unused credit in your RRA Account will carry over from month to month during the plan year. The amount remaining in your RRA Account at the end of the plan year and not used to pay for Eligible Health Care Expenses incurred during that plan year will be forfeited; it will not be carried forward and cannot be used for expenses incurred during the next plan year. You have until March 31 to submit claims for expenses incurred during the prior plan year. An expense is considered incurred when the service is provided or, in the case of a Medicare or other insurance premium, on the first day of the month of coverage to which the premium applies.

### **AVAILABLE BENEFITS**

Your RRA Account can be used to pay for your Eligible Health Care Expenses listed below. It must be used solely for your own expenses, not for anyone else's.

#### ***Eligible Health Care Expenses***

The expenses listed are eligible for reimbursement under the Plan (**Eligible Health Care Expenses**). These expenses must be incurred by the individual in whose name the RRA Account is established.

- Premiums for Medicare Supplement, Medicare Advantage, and Medicare Part D prescription drug plans (**Medicare Health Plans**);
- Medicare Part B premium payments;
- Premiums for vision, dental and COBRA plans;
- Deductible, co-insurance and co-payment amounts for services, supplies and prescription drugs covered by Medicare or by a Medicare Health Plan;
- Uninsured prescription drug expenses;
- Other uninsured medical expenses;
- Provider balance billed amounts for Medicare-covered services, up to the applicable limiting charges.

As an example of Medicare balance billing, June goes to the doctor for an office visit. Her doctor participates in Medicare, but does not accept Medicare's "assignment", i.e., Medicare's payment as payment in full for his services. Because the doctor does not accept Medicare's assignment, Medicare provides a lesser payment amount to the doctor but allows the doctor to bill June an additional amount, up to a maximum known as the "limiting charge".

So assume that Medicare's payment schedule for the office visit is \$100 and that June's doctor does not accept "assignment" from Medicare so Medicare only pays the doctor \$95. June's doctor may then bill June \$14.25, an additional 15% above the Medicare-allowable amount of \$95 (15% x \$95). This amount may be reimbursed to June from her RRA. Note that certain states may have more restrictive "limiting charges" which would apply.

## ***Ineligible Expenses***

Examples of expenses for which your RRA Account may not be used include the following:

- Services and supplies that are not medically necessary, not covered by Medicare, or not covered by a Medicare Health Plan in which you are enrolled (e.g., acupuncture);
- Over-the-counter (non-prescription) drugs or medications;
- Cosmetic surgery or similar procedures unless the surgery or procedure is covered by Medicare;
- Amounts paid for long-term care services (e.g., nursing home or custodial care fees);
- Premiums for long-term care insurance; and
- Expenses incurred prior to the beginning or after the end of coverage under the RRA Plan.

An RRA Account cannot reimburse an expense that has been (or will be) paid by another health plan or for which you take a medical expense deduction from your taxes.

**If you have questions about whether a cost is covered, you should contact the Claims Administrator listed in the General Information section below.**

### **NO CASH OPTION OR ASSIGNMENT**

Benefits under this Plan may only be used to reimburse Eligible Health Care Expenses. They have no cash value and cannot be assigned or transferred. This means you cannot receive cash or any other benefit from your RRA Account except reimbursement of Eligible Health Care Expenses.

### **TRANSITION FROM PRE-MEDICARE PLAN**

An individual covered under the BorgWarner Retiree Health Plan (**Pre-Medicare Plan**) will terminate coverage under the Pre-Medicare Plan and become covered by this Plan when the individual becomes eligible for Medicare. This is generally the first day of the month in which he or she attains age 65 or otherwise becomes eligible for Medicare. For example, if Mary turns age 65 on August 15, 2011, Medicare eligibility will begin on August 1, and Mary will receive her first monthly RRA contribution for the month of August.

When you transition to the RRA Plan, your spouse and eligible dependent children who are covered by the Pre-Medicare Plan will remain in the Pre-Medicare Plan until they are eligible for Medicare or until their coverage under the Pre-Medicare Plan otherwise terminates (for example, because of death, divorce or a dependent child losing eligibility

because of age). When and if your spouse or dependent under age 19 become eligible for Medicare, they will become covered by the RRA Plan.

For example, Jack, Carolyn and Joe were participants in the Pre-Medicare Plan on December 31, 2010. Jack is a Medicare Retiree eligible for the RRA Plan as of January 1, 2011; however, his wife Carolyn is not yet age 65 and his son Joe is age 17. Carolyn will remain covered by the Pre-Medicare Plan until she becomes eligible for Medicare, at which time she will terminate coverage under the Pre-Medicare Plan and become covered by this Plan. Joe will remain in the Pre-Medicare Plan until he is no longer an eligible dependent, for example, because of age.

If, instead, Carolyn reaches age 65 before Jack, she will transition to this RRA Plan and Jack will remain in the Pre-Medicare Plan until he becomes eligible for Medicare.

## **MEDICARE ENROLLMENT**

### ***Enroll in Medicare Promptly***

As a Retiree, it is important that you and your Medicare Spouse become enrolled in Medicare when you are first eligible to do so. Otherwise, you may have a lapse in your health coverage (unless you have other non-BorgWarner health coverage that does not end when you become Medicare-eligible) and you may also be required to pay a higher late-enrollment premium for Medicare coverage.

There are a number of different Medicare coverages, for example, Part A (hospital insurance), Part B (medical insurance), Part C (Medicare Advantage) and Part D (prescription drug). See the discussion in the next section regarding counseling assistance that is available to help you select those coverages.

***NOTE: This Plan is Not Creditable Coverage for purposes of the Medicare Part D Prescription drug program. This means that the amount your RRA Account is expected to pay for prescription drugs in a given year is less than what standard Medicare Part D prescription drug coverage would be expected to pay on average. Therefore, you will likely get more assistance with your prescription drug expenses if you join a Medicare drug plan than if you use the RRA Account to purchase prescription drugs directly. If you do not join a Medicare drug plan within 62 days after your prior BorgWarner health plan ends, you may be required to pay a higher premium (penalty) to join later.***

### ***Assistance In Selection Of Medicare Coverage***

BorgWarner has selected United Healthcare to assist RRA Plan participants in learning about Medicare and the types of supplemental health care insurance options available, comparing specific options available and enrolling in coverage. These services are provided by qualified retiree health care specialists and are open to all individuals who have an RRA Account, as well as individuals who have received a Cash Balance Credit

in the BorgWarner Inc. Retirement Income Pension Plan. The services include the following:

- Toll-free BorgWarner telephone service line (see "*Retiree Assistance Services*" under General Information)
- Pre-enrollment educational services, including the distribution of educational materials
- Plan selection guidance by qualified retiree health care specialists
- Assistance in enrolling in individual health care plans

While the goal of these Services is to help retirees choose the insurance coverage that is right for them, the ultimate decision remains with the Plan participant.

### **SOURCE OF BENEFITS**

Your RRA Account is neither insured nor funded; it is a recordkeeping credit in the books and records of BorgWarner. All reimbursements are paid from BorgWarner's general assets, and no retiree contributions are permitted or required.

### **NO INTEREST; NO ROLLOVER**

No interest will be credited to your RRA Account. Unused RRA Account balances do not roll over at the end of the year to be used for expenses incurred in future plan years.

### **CLAIMS PROCEDURE**

#### ***Claims for Reimbursement***

BorgWarner has selected United Healthcare as its Claims Administrator for this Plan.

To obtain reimbursement of Eligible Health Care Expenses, you generally must file a claim form with the Claims Administrator. You must provide: (i) a bill, receipt, explanation of benefits (EOB) or other satisfactory proof of the expense from your health care provider or other independent third party, (ii) proof that you have paid for the expense, (iii) written certification that the expense has not been reimbursed and that you will not seek reimbursement under any other health plan or coverage.

**United Healthcare has claim forms available for your use. Any questions you may have about submitting claims or obtaining the necessary forms can be answered at the Claims Administrator's toll-free number in the General Information section.**

#### Example 1

- Your monthly employer contribution is \$169.58
- Your monthly Medicare Health Plan premium is \$169.58
- No funds available for any other claims



## Example 2

- Your monthly employer contribution is \$169.58
- Your monthly Medicare Health Plan premium is \$133.00
- \$36.58 available for other claims

### ***Claim Submission Deadline***

All claims for expenses incurred during a plan year must be filed **no later than March 31 of the following year**. Expenses are considered incurred when services are provided or, in the case of insurance premiums, on the first day of the month to which the premium applies. You must actually pay an expense prior to submitting a claim for reimbursement. Reimbursement will be made from your available RRA account balance for the plan year the expense is incurred.

For example:

- You incur an eligible expense on December 15, 2015 when you pay a prescription drug co-payment.
- Your 2015 account balance must be used to reimburse the expense, but you have until March 31, 2016 to submit the claim to the Claims Administrator.

An example of year-end premium payments:

- On December 15, 2015 you pay your January premium for Medigap insurance.
- Because it is for coverage in 2016, the claim cannot be reimbursed from your 2015 RRA account balance; however, it will be eligible for reimbursement on January 1, 2016 from 2016 credits.

If Plan eligibility ends (for example, on account of death, divorce or losing disability status under Medicare), you or your personal representative may continue to submit claims for expenses incurred while still a participant until March 31 of the following year.

### ***Claims Review***

A claim will either be paid or denied within 30 days of submission unless the Claims Administrator notifies you prior to that time that an extension (not to exceed 15 days) is necessary. If you are required to provide additional information concerning your claim, you will have 45 days to do so. A decision on your claim will be suspended until after the requested information is provided.

### ***Denial of Claim***

If a claim is denied in whole or in part, the Claims Administrator will give you written notice of the reason for the denial, a reference to the provision of this Plan on which the denial is based, a description of additional information necessary to approve the claim, a description of any internal guidelines relied upon in making the decision, and an explanation of the Plan's appeal procedure, including your right to file suit under ERISA in the event of a denial on appeal, if applicable.

### ***Appeal of Claim Denial***

If you desire to appeal a denied claim, you must do so in writing to the Claims Administrator within 180 days after the denial. Your written appeal should state the reasons you believe your claim should not have been denied. It should include any additional facts and/or documents that support your claim. You will have the opportunity to submit information and make written comments, and you may review (upon request and at no charge) and copy documents and other information relevant to your appeal.

Your appeal will be reviewed by the Claims Administrator and decided by a person other than the person responsible for the initial denial (or a subordinate of that person) within 30 days. The identity of any medical expert consulted in connection with your appeal will be provided to you. If the decision on review affirms the initial denial of your claim, the Claims Administrator will give you written notice of the reason, a reference to the provisions of this Plan on which the denial is based, a statement that you are entitled to receive (free of charge) reasonable access to, and copies of, all documents, records, and other information relevant to your claim, a description of any internal guidelines relied upon in making the decision, an explanation of the second-level review procedures, and a statement of your right to file suit under ERISA (if applicable).

If you disagree with the decision of the Claims Administrator on your appeal, you may request a second-level review. This request must be made in writing to the Claims Administrator within 30 days of your receipt of the first decision. The second-level review will be conducted by the Plan Administrator, will be decided within 30 days after receipt of your request and will follow the same appeal procedures as above. The determination by the Plan Administrator will be final and binding.

You cannot file a lawsuit for benefits under the RRA Plan unless you have exhausted the appeals process. You must file your lawsuit within one year from the date of the notice denying your second-level appeal.

### ***Repayment of Improper Reimbursement***

You will be required to repay amounts that should not have been reimbursed to you--for example, amounts improperly paid due to a mistake, fraud, material misrepresentation, or failure to provide material information.

## **PAYMENT OF CLAIMS**

Reimbursement of Eligible Medical Expenses will be paid only to you. Except for direct deduction of premium payments to Medicare, no payments will be made to third parties, including medical providers.

## **TERMINATION OF COVERAGE**

Coverage under this Plan will end at midnight on the earliest of the events listed below:

### **For Medicare Retiree**

- Date of Retiree's death

### **For Medicare Spouse**

- Date of Retiree's death (unless location of hire provides post-retirement coverage to surviving spouses of deceased Retirees)
- Date of divorce or legal separation from the BorgWarner Retiree
- Date a surviving Medicare Spouse remarries

### **For Medicare Dependent Child**

- Date of Retiree's or (if spouse is eligible for continued coverage) surviving spouse's death
- Date no longer disabled for Medicare purposes

### **For All Participants**

- Date the Plan is amended to end your eligibility for coverage
- Date the Plan is terminated
- Date coverage is terminated for cause, for example fraud or misrepresentation in connection with eligibility or a claim for benefits

You (or your personal representative in case of death) will be reimbursed for any Eligible Health Care expense that was incurred prior to your termination date up to the amount remaining in your RRA Account provided your claim is submitted to the Claims Administrator by March 31st of the following year. Any unused portion of your RRA Account will be forfeited. Your RRA Account is not portable and cannot be rolled over into any other account.

### ***Required Notices***

BorgWarner must be notified in writing at the "*Address for Notices*" listed in the General Information section within 60 days of death, divorce or legal separation of the Medicare Spouse from the Retiree, remarriage of a surviving Medicare Spouse, or loss of

Medicare eligibility. Otherwise, BorgWarner may terminate coverage for all family members under the RRA Plan and any other BorgWarner health plan.

## **CONTINUATION COVERAGE**

### ***COBRA Coverage***

A Medicare Spouse or Dependent Child may continue to participate in the RRA Plan on a temporary basis if coverage would otherwise end on account of death of the Retiree, divorce or legal separation from the Retiree or ceasing to be a Medicare Dependent Child under the terms of the Plan (**qualifying events**). Individuals entitled to COBRA continuation coverage are referred to as “qualified beneficiaries.” There is also a right to COBRA continuation coverage for any participant if coverage under this Plan is lost due to commencement of a Title 11 bankruptcy proceeding with regard to the employer or if there is a substantial elimination of coverage under the Plan within one year before or after commencement of such proceeding (**Bankruptcy Qualifying Event**).

Each qualified beneficiary has an independent right to elect COBRA coverage under the Plan. You will be required to pay a premium that is determined under IRS rules for this continuation coverage. If you elect COBRA continuation coverage, you will maintain your RRA Account during the continuation period and the Employer will credit your Account monthly on the same basis as for similarly situated participants who have not experienced a qualifying event.

A qualified beneficiary may elect to continue RRA Plan coverage for up to 36 months. In the case of divorce, legal separation or loss of Dependent Child status, COBRA continuation coverage is available only if you (or your qualified beneficiary) notify BorgWarner in writing at the "*Address for Notices*" listed in the General Information section below within 60 days of the qualifying event. In the case of a Bankruptcy Qualifying Event, a Medicare Retiree or a surviving Medicare Spouse (who is a surviving spouse of a deceased Retiree) may continue coverage until death. A Medicare Spouse who is not a surviving spouse and a Medicare Dependent Child may continue coverage until 36 months after the death of the Retiree following a Bankruptcy Qualifying Event.

After being notified of a qualifying event, the COBRA Administrator will provide qualified beneficiaries with written notification of the right to COBRA continuation coverage (or the unavailability of such coverage if applicable). Assuming COBRA coverage is available, qualified beneficiaries then have 60 days from the date coverage would normally end or, if later, from the date of the notice of COBRA rights to return a signed election to the COBRA Administrator indicating the choice to continue coverage under the Plan. Otherwise, COBRA rights will end.

COBRA continuation coverage will automatically end if (i) the COBRA premium is not paid on a timely basis, (ii) after the COBRA election, a qualified beneficiary becomes covered by another group health plan that does not contain a limitation or exclusion that

applies to any pre-existing condition he or she may have, or (iii) BorgWarner terminates RRA Plan coverage for all retirees. For further information on COBRA rights and requirements, consult the COBRA Administrator or the COBRA notice provided to you by BorgWarner.

### **AMENDMENT AND TERMINATION**

Benefits under this plan are not vested. Although BorgWarner intends to continue the RRA Plan indefinitely, it may be modified, amended or terminated by BorgWarner at any time in its sole discretion through a resolution of the BorgWarner Employee Benefits Committee or in a writing signed by an authorized officer of BorgWarner. Termination of the RRA Plan will not affect the right to reimbursement for Eligible Health Care Expenses incurred prior to the date of termination.

### **ADMINISTRATION**

The BorgWarner Inc. Employee Benefits Committee is the Plan Administrator and named fiduciary of the RRA Plan with the discretionary authority to interpret the Plan, to correct any omissions or ambiguity and determine all questions arising in the administration of the Plan. Benefits will be paid only if the Plan Administrator (or its designee) determines in its discretion that a participant is entitled to them under the terms of this Plan. The decision of the Plan Administrator is final and binding.

### **HIPAA PRIVACY AND SECURITY**

Federal privacy and security rules under the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) apply to the RRA Plan. BorgWarner's privacy practices are set forth in the Notice of Privacy Practices previously given to you by BorgWarner. You may request a new Notice at any time.

### **ERISA RIGHTS INFORMATION**

As a participant in the RRA Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

#### ***Receive Information About Your Plan and Benefits***

- Examine, without charge, at the Plan Administrator's headquarters office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the 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 Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

### ***Prudent Actions by Plan Fiduciaries***

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, may discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### ***Enforce Your Rights***

If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, 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 instance, if you request a copy of Plan documents or the latest annual report from the 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, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the 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 RRA Plan, you should first contact the Claims Administrator. 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 the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington,

D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **GENERAL INFORMATION**

### **Employer and Plan Sponsor**

BorgWarner Inc.  
3850 Hamlin Road  
Auburn Hills, MI 48326

### **Plan Administrator**

BorgWarner Inc. Employee Benefits Committee  
c/o Vice President Human Resources  
BorgWarner Inc.  
3850 Hamlin Road  
Auburn Hills, MI 48326  
(248) 754-9200

### **Address for Notices**

All notices to BorgWarner required under this Plan should be sent to:

Retiree Benefits Center  
BorgWarner Inc.  
3850 Hamlin Road  
Auburn Hills, MI 48326

### **Employer Identification Number**

13-3404508

### **Plan Year**

January 1 – December 31

### **Plan Number**

600 (a component program of the BorgWarner Retiree Health & Life Plan)

### **Type of Plan**

Self-Insured Medical Reimbursement Plan

**Type of Administration**

Claims under this Plan will be administered pursuant to a contract with the Claims Administrator listed below.

**Claims Administrator**

United Healthcare Insurance Company

TOLL-FREE TELEPHONE: 866-931-0070

**Retiree Assistance Services:**

United Healthcare Insurance Co.

450 Columbus Blvd.

Hartford, CT 06115-0450

**TOLL-FREE TELEPHONE: 800-929-2300**

**COBRA Administrator:**

Benefits Outsourcing Solutions

3149 Haggerty Hwy

Commerce Township, MI 48390

877-206-0283

**Type of Funding**

Benefits are paid from the general assets of the Employer.

**Agent for Service of Legal Process**

BorgWarner Inc.

Attention: Vice-President of Human Resources

3850 Hamlin Road

Auburn Hills, MI 48326

Legal Process may also be served upon the Plan Administrator.



**APPENDIX A TO RRA PLAN  
RETIREE ELIGIBILITY**

An employee is considered a “Retiree” eligible for BorgWarner post-retirement medical coverage if at the time of retirement the individual:

- Was originally hired at a location listed in Table 1 and began employment prior to the date listed for that location;
- Meets the age and service requirements for the hiring location; and
- Is covered by a BorgWarner health plan.

**Table 1: Active Locations**

<b>Location</b>	<b>Began Employment Before</b>
Asheville, North Carolina	September 1, 1999
Auburn Hills, Michigan (PTC)	Dates are specific to hiring divisions
Auburn Hills, Michigan (World Headquarters)	January 1, 1995
Bellwood, Illinois	January 1, 1994
Cadillac, Michigan	September 1, 1999
Dixon, Illinois	January 1, 1995
Fletcher, North Carolina	October 1, 1999
Frankfort, Illinois	January 1, 1994
Ithaca, New York (salaried) (Warren Rd. and Luker Rd. sites)	January 1, 1996
Ithaca, New York (hourly) retired after September 2008 and prior to 1/1/2011	October 5, 1998
Livonia, Michigan	July 1, 1995
Lombard/Addison, Illinois	January 1, 1994
Marshall, Michigan	September 1, 1999

## Closed or Sold Locations

An individual may also be considered a Retiree if he or she retired from BorgWarner and:

- Began employment with BorgWarner at one of the sold or closed locations listed in Table 2
- Meets the age and service requirements that apply to that location at retirement; and
- Was covered by a BorgWarner health plan immediately prior to retirement.

**Table 2: Closed or Sold Locations**

Location
Blytheville, Arkansas
Buffalo, New York
Byron, Illinois
Cary, North Carolina
Charlotte, North Carolina
Chester, South Carolina
Chicago, Illinois
Chicago, Illinois (Borg & Beck-salary)
Chicago, Illinois (Ingersoll-hourly)
Chicago, Illinois (Ingersoll-salary)
Coldwater, Michigan (Kuhlman Electric)
Decatur, Illinois (Climate Control)
Decatur, Illinois (Fuel Systems)
Gainesville, Georgia
Gallipolis, Ohio
Grand Rapids, Michigan

<b>Location</b>
Indianapolis, Indiana (Schwitzer salaried)
Muncie, Indiana (hourly who retired between 10/27/1989 and 2/1/2009)
Muncie, Indiana (salaried hired by 1994 and retired by 1/1/2009)
Plymouth, Michigan
Rockford, Illinois (Rockford)
Romulus, Michigan
Scottsburg, Indiana (Scott Fuel Tanks)
Southfield, Michigan
Springfield, Ohio
Spring Lake/Rothbury, Michigan (including certain grandfathered active employees)
Sterling Heights, Michigan (Salaried Plant)
Sterling Heights, Michigan (Corp. Headquarters)
Sterling Heights, Michigan (Tech Center)
White Pigeon, Michigan

For more information, please contact your local Human Resources office.