Verizon Savings and Security Plan for Mid-Atlantic Associates

Document 1 of 2

Please refer to "Your Investment Options in the Verizon Savings and Security Plan for Mid-Atlantic Associates" for detailed descriptions of the Savings Plan investment options, including descriptions of trading restrictions and each fund's annual operating expenses.

Contents

Your Savings Plan

An important part of planning your financial future is saving for long-term needs. The Verizon Savings and Security Plan for Mid-Atlantic Associates can help you meet your financial goals. You can save up to 25% of your annual pay on a before-tax, after-tax, and/or Roth 401(k) basis using convenient payroll deductions. The Savings Plan offers you a range of fund options for investing your contributions.

The Company matches a portion of your payroll deduction contributions to assist you in achieving your long-term savings goals. While you still are working, you may be eligible to take a loan or make a withdrawal to cover your financial needs. In the meantime, your account grows tax-deferred until you request a distribution after your employment with the Company ends.

About This SPD

This book is the summary plan description (SPD) for the Verizon Savings and Security Plan for Mid-Atlantic Associates, a plan subject to the Employee Retirement Income Security Act of 1974 as amended (ERISA). This book meets ERISA's requirements for an SPD and is based on Savings Plan provisions as in effect as of September 15, 2016. It updates and replaces all previous SPDs for the Savings Plan.

In this SPD:

- "Savings Plan" refers to the Verizon Savings and Security Plan for Mid-Atlantic Associates, as amended.
- "Verizon" refers to Verizon Communications Inc., the Savings Plan sponsor.
- The "Company" refers to the participating Verizon affiliates that may make contributions to the Savings Plan. See the "Participating Companies" section for a list of the participating Verizon affiliates.
- "Verizon affiliate" refers to a company that is owned 80% or more (directly or indirectly) by Verizon.
- "Committee" refers to the Verizon Employee Benefits Committee or its duly authorized delegates as applicable.

Important Note

The Savings Plan Administrator, appeals administrator, claims administrator, and their delegates have the discretionary authority to interpret the terms of the Savings Plan and this SPD and determine your eligibility for benefits under the Savings Plan.

- "You" or "your" refers to you if you are a covered employee, retiree, spouse, designated beneficiary or alternate payee, as applicable, except where the context indicates otherwise.

This SPD is divided into the following major sections:

- **Participating in the Savings Plan.** This section describes how to enroll and how much you can save.

- **Your Contributions.** Learn about saving before-tax, after-tax, and Roth 401(k) dollars in the Savings Plan, making additional catch-up contributions when you reach age 50 and rolling over amounts from other qualified plans.

- **Company Contributions.** Learn how the Company helps you reach your financial goals.

- **Investing Your Account.** This section provides information to assist you in making investment decisions for your account. Please refer to "Your Investment Options in the Verizon Savings and Security Plan for Mid-Atlantic Associates" for detailed descriptions of the Savings Plan investment options, including descriptions of trading restrictions and each fund's annual operating expenses.

- **Account Access While You Are Working.** You can take a loan from your account or you may be eligible for a withdrawal if you need to access a portion of your savings before your Verizon employment ends.

- **Final Distributions.** When your employment ends, you can receive a final distribution of your vested account balance (see vesting rules in the "Vesting in Company Contributions" section). When you die, your beneficiary is entitled to your account.

- **Additional Information.** This section provides additional details about the administrative provisions of the Savings Plan and your legal rights.

Getting More Information

If you have questions about the Savings Plan, the investment funds or need other information after reading this SPD, review the NetBenefits® Web site or call the benefits administrator.

Contact		Reasons to access
NetBenefits Web site	Via the Internet at: www.netbenefits.com/Verizon	• Enroll in the Savings Plan. • Initiate and review online statements and history. • Check your account balances. • Transfer funds, request loans or withdrawals. • Make changes to your contribution percentages and investment mix. • Review performance and research investment options. • Obtain Savings Plan information and documents. • Update your beneficiary designation if: —You are single. —You are married and you are designating your spouse as your primary beneficiary. • Request forms to update your beneficiary designation if you are married and you want to designate a primary beneficiary other than your spouse. • Access retirement planning tools.
Verizon Savings Plan Service Center	1-888-457-9333 Service Center Representatives are available Monday through Friday from 8:30 a.m. to midnight, Eastern time on any day that the stock market is open.	• Enroll in the Savings Plan. • Check your account balance. • Transfer funds. • Make changes to your contribution percentages and investment mix. • Obtain additional information. • Request forms to update your beneficiary designation. • Request loans and withdrawals. • Request an account statement.
Verizon Benefits Center	1-855-4Vz-Bens (1-855-489-2367). Representatives are available from 8 a.m. to 6 p.m., Eastern Time, Monday through Friday.	• Access the Verizon Savings Plan Service Center.

Every effort has been made to ensure the accuracy of the information included in this SPD, which is based on the Savings Plan document, as amended and restated effective January 1, 2015 and as subsequently amended through September 15, 2016. If, however, there is a discrepancy between the information contained in this SPD and the official Savings Plan document, the Savings Plan document will govern. Copies of Savings Plan documents are available by contacting the Savings Plan administrator in writing at the address provided in the "Additional Information" section.

Changes to the Savings Plan

While Verizon expects to continue the Savings Plan indefinitely, it reserves the right to terminate or partially terminate the Savings Plan at any time, at its discretion, with or without advance notice to participants, subject to any duty to bargain collectively. Upon termination of the Savings Plan, no additional contributions will be made and no increases in previously earned benefits will occur by reason of future service or compensation.

If the Savings Plan is terminated, or if there is a partial termination affecting you (as determined by the Savings Plan administrator in its discretion), you immediately will be 100% vested in the value of your account.

Verizon, by resolution of the Human Resources Committee of its board of directors or of the Committee (acting in a settlor capacity), may amend, modify or suspend the Savings Plan at any time, at its discretion, with or without advance notice to participants, subject to any duty to bargain collectively. Any amendment by the Committee cannot materially increase or decrease benefits under the Savings Plan or materially alter the structure of the Savings Plan. The Savings Plan will be amended automatically to reflect changes required by the IRS as a condition to issuance of a favorable determination letter or to incorporate amendments required by applicable collective bargaining agreements.

As a matter of prudent business planning, Verizon is continually reviewing and evaluating various proposals for changes in its benefit programs. Decisions regarding changes to, or termination of, benefits are made at the highest levels of management. Verizon employees below those levels and retirees do not know whether Verizon will adopt any particular change and are not in a position to speculate about such changes. Unless and until Verizon formally adopts and officially announces any changes, no one is authorized to give assurances that any particular change will or will not occur.

Participating in the Savings Plan

Eligibility

You are eligible to enroll in the Savings Plan if you are a regular, term or temporary, full-time or part-time associate (non-salaried) employee of a participating Company (see the "Participating Companies" section). For purposes of this Savings Plan, eligible non-salaried employees include those associates who:

- Are in a bargaining unit and position that participates in the Savings Plan based on the collective bargaining agreement with the Company (subject to any restrictions included in the agreement); and
- Are not salaried employees; or
- Are salaried employees for less than 30 days due to a temporary promotion from non-salaried status;

You are **not** eligible for the Savings Plan if you:

- Are a Rehired Associate Retiree.
- Are a leased employee.
- Are transferred from salaried status to non-salaried status for a period of less than 30 days.
- Are excluded from participation in the Savings Plan or participate in another Verizon savings plan pursuant to the terms of a collective bargaining agreement.
- Are hired by the Company or another Verizon affiliate under the terms of a written agreement which characterizes you as an independent contractor, consultant or otherwise as a person who is not treated by Verizon as an employee for purposes of withholding of federal employment taxes.
- Render services to the Company or another Verizon affiliate under circumstances in which your wages are paid by a third party service provider or temporary service agency.

Note: If a court, the Internal Revenue Service or any other enforcement authority or agency finds that an individual classified as an independent contractor or leased employee should be treated as a regular employee of the Company, for example, for purposes of W-2 income reporting or tax withholding, such individual is nonetheless expressly excluded from the definition of eligible employee and is ineligible for benefits under the Savings Plan.

How to Enroll

If you are a newly hired eligible associate after September 15, 2016, you will be automatically enrolled in the Savings Plan unless you affirmatively instruct the benefit administrator that you do not want to participate or that you want to participate with a different contribution type and/or amount. Your automatic contributions to the Savings Plan will begin not later than the second payroll period following 45 days from your hire date, unless you elect not to contribute or make another contribution election prior to that date.

If you are automatically enrolled, your contribution will be before-tax at a rate of 6% of your eligible pay. Unless you affirmatively make a different investment election, your automatic contributions will be invested in the Long-Term Growth Strategy Portfolio. You will be notified of your automatic enrollment after Fidelity receives information about your employment from the company.

If you are a new eligible associate, you will automatically receive an Enrollment Kit that includes information about your Savings Plan enrollment.

If you affirmatively elect to contribute to the plan, you will need to indicate:

- **The percentage of your pay that you want to contribute on a before-tax basis, after-tax, and/or Roth 401(k) basis.** See the "Your Contributions" section for details about the amount you can contribute.

- **How you want to invest your contributions**. Enclosed in your Enrollment Kit is the "Your Investment Options in the Verizon Savings and Security Plan for Mid-Atlantic Associates". Please see this document for fund descriptions that summarize the investment objectives of each fund. With your Enrollment Kit you will also receive a summary of the investment results for each of the funds. You also can call the benefits administrator to request more detailed investment fund information.

Fidelity Investments Is the Benefits Administrator

Fidelity Investments is the current benefits administrator for the Savings Plan. You can call Fidelity to enroll, choose your investment options, make changes, request a loan or withdrawal, or receive a final distribution. Log on to NetBenefits at www.netbenefits.com/Verizon or call the Verizon Savings Plan Service Center at 1-888-457-9333.

Your contributions will begin as soon as administratively practicable after the Verizon Savings Plan Service Center receives your contribution and investment elections.

You can change your contribution percentage, type of contribution (before-tax, after-tax or Roth 401(k) contribution) and investment election for future contributions at any time during your eligible employment with the company. If you elect not to participate in the plan at the time automatic enrollment is offered, you may enroll in the plan at a later time, as long as you are an eligible employee, by contacting the Verizon Savings Plan Service Center (see sidebar on the preceding page for the telephone number).

Beneficiary Designation

When you enroll you may designate a beneficiary on the "Your Profile" section of Fidelity's NetBenefits website, unless you are married and wish to designate a primary beneficiary other than your spouse. You can also use an approved beneficiary designation form that you can request on NetBenefits. (Go to "Plan Information and Documents" then "Plan Literature" and select "Beneficiary Form" to have the form mailed to you.)

You may also call the Verizon Savings Plan Service Center to request that the beneficiary form be mailed to you. You must use the approved, written form if you are married and wish to designate a primary beneficiary other than your spouse.

You can name any individual or individuals, or a trust as your primary and/or contingent beneficiary(ies). However, if you are married at the time of your death, your spouse must be your sole primary beneficiary (and any contrary beneficiary designation will not be valid), unless:

- Your spouse gives written, notarized consent to your designation of another beneficiary on the Savings Plan Beneficiary Designation Form.

- The Savings Plan administrator receives satisfactory evidence that your spouse cannot be located to give consent or that your spouse's consent is not required due to other circumstances permitted under the Internal Revenue Code.

- An alternate payee who is your former spouse is named as your surviving spouse under a Qualified Domestic Relations Order (QDRO), which is a court order that results from a divorce or other domestic relations proceeding. (See the "If you divorce or separate" section.)

Subject to any required spousal consent, you can change your beneficiary designation at any time on the "Your Profile" section of Fidelity's NetBenefits website, or by completing a new Savings Plan Beneficiary Designation Form and delivering the completed form to the benefits administrator before your death. All changes to or revocations of your beneficiary designation must be made online at Fidelity's NetBenefits website or on the official Savings Plan Beneficiary Designation Form.

If all beneficiaries you have designated predecease you or the Savings Plan administrator does not have a record of your beneficiary designation made on the Savings Plan Beneficiary Designation Form, any distribution available as a result of your death will be paid to your spouse if you are married or to your estate if you are not married.

Your designation of a person as a beneficiary is contingent upon that person surviving you. Your designation of a class or group of beneficiaries is considered a designation of only those members of the class or group who are living at the time of your death. Your designation of a trust as a beneficiary is contingent upon the trust being in existence at the time of your death.

If your beneficiary outlives you, but dies before receiving payment from the Savings Plan, the payment will be made to your beneficiary's estate. If you designate more than one person as your beneficiary, and a designated beneficiary dies before you, the Savings Plan will divide the deceased beneficiary's share of your Savings Plan benefit equally among those beneficiaries who survive you.

To the extent permitted by law, if there is any question as to the legal right of any beneficiary to receive a distribution under the Savings Plan, the amount in question may be paid to your estate. The Trustee, Verizon and the Savings Plan administrator shall have no further liability to anyone with respect to such payment.

If your beneficiary disclaims any interest in your Savings Plan benefit, the benefit will be paid to the person who would have received the benefit if the disclaiming beneficiary had predeceased you. However, a disclaimer will not be effective under the Savings Plan unless accompanied by an opinion of counsel to the effect that the disclaimer election satisfies the requirements of applicable state law and section 2518 of the Internal Revenue Code.

For more information about beneficiary designations, call the Verizon Savings Plan Service Center.

Your Contributions

How Much You Can Contribute

You can contribute from 1% to 25% of your pay (in whole percentages, subject to certain limits – see the "Limits That May Affect Your Contributions" section). Your contribution rate must be designated as a whole percentage(s) of pay contributed on a before-tax basis, after-tax, or Roth 401(k) basis (or a combination of all three). A percentage of your basic contributions up to 6% of pay is matched by Verizon. (See the "Company Contributions" section.) Your supplementary contributions that exceed 6% of pay are not matched but will share in other Savings Plan advantages – like tax deferral of any earnings while they are invested in the Savings Plan.

Taxation

You will not pay federal income taxes on before-tax contributions, Company matching contributions, before-tax catch-up contributions or investment earnings until they are withdrawn from the Savings Plan. In most states, you will not pay state and local taxes either, but because state tax laws vary, you should consult a tax advisor about the situation in your state.

CPS Award Deferral

In addition, for a year that an annual Corporate Profit Sharing (CPS) award is paid, subject to the terms of the applicable collective bargaining agreement, eligible employees may choose to defer their full CPS award into their Savings Plan account subject to any applicable payroll deductions, such as union dues. You will be provided with an opportunity to make your deferral election for the CPS award prior to payment. The first 6% of your deferred CPS award also is eligible to receive matching contributions from the Company. (See the "Company Matching Contributions" section.)

Note: An election to defer your full CPS award is inclusive of any Savings Plan contribution election. If you do not elect to defer your full CPS award, your regular before-tax, after-tax and catch-up contribution elections will apply to any award payable to you. Also, you cannot make contributions from any CPS award you receive after your employment ends.

How Pay Is Defined

For purposes of making contributions to the Savings Plan, your pay includes your base rate of pay while you are an eligible associate. In addition, annual pay includes the following items when actually paid to you:

- The CPS award, if and when paid.
- Differentials that are considered benefit-bearing pay for purposes of the supplemental monthly pension benefit formula under the Verizon Pension Plan for Mid-Atlantic Associates.

- For eligible employees of a non-regulated company, benefits under the Verizon Sickness and Accident Disability Benefit Plan for Mid-Atlantic Associates or any other short-term disability benefit plan maintained by the Company.

- For eligible employees of Verizon Connected Solutions Inc., technical incentive pay.

Overtime, other ineligible differentials and special payments are excluded. Also, except as noted above, basic weekly pay does not include any payments you receive from other Company benefits, such as reimbursements for travel, business or healthcare expenses, long-term disability plan or separation payments and transfer or relocation reimbursements.

If you are an eligible employee of a "core" participating Company and you are entitled, for all or part of a pay period, to be paid wages or a benefit under the Sickness and Accident Disability Benefit Plan for Mid-Atlantic Associates or any other short-term disability benefit plan maintained by a participating Company, your base rate of pay for the pay period is your annual base rate of pay divided by 52.2, reduced by any workers' compensation benefits you receive. However, your before-tax contributions are limited to the amount of taxable disability benefits you receive from the Sickness and Accident Disability Benefit Plan.

Your contributions may be made from a "make whole" payment if you are eligible for such a payment from an arbitration award or settlement agreement.

Before-Tax Contributions

With before-tax savings, your contributions are deposited in your Savings Plan account from your paycheck **before** federal income taxes are deducted. In most cases, your before-tax savings are deducted before state and local income taxes are figured too. This means your current taxable pay is lower and, as a result, your current income taxes generally are lower too. **Note:** Before-tax contributions **are** subject to Social Security and Medicare (FICA) tax withholding.

In exchange for the tax advantage you receive with before-tax savings, there are restrictions the Internal Revenue Service (IRS) imposes on withdrawing these funds from your account and a 10% penalty tax may apply. (See the "10% Early Withdrawal Tax" section.)

If you save before-tax dollars in the Savings Plan, your combined Roth 401(k) and before-tax savings in a calendar year cannot exceed the IRS annual limit ($18,000 for 2016). If the percentage of annual pay you are saving results in before-tax contributions that reach the IRS limit during the year, your basic before-tax contributions automatically will change to after-tax contributions for the remainder of the calendar year; any supplementary before-tax contributions will stop or switch to after-tax contributions, depending on your election.

Note: If you participated in a plan with another employer and your combined Roth 401(k) and before-tax contributions under both plans combined exceed the annual IRS limit for the year, you have until March 1 of the next calendar year to request from the benefits administrator a withdrawal of your excess Roth 401(k) and/or before-tax contributions from the Savings Plan. To avoid this situation, you can advise Payroll of the amount you have contributed on a Roth 401(k) and before-tax basis through your prior employer so that your before-tax contributions with the Company are coordinated with this amount.

In the event that your contributions during a Savings Plan year happen to exceed any of several IRS limitations on contributions to the Savings Plan, the benefits administrator has a legal duty to correct that excess contribution. There are a variety of methods available, which may include returning excess dollars, or recharacterizing the tax treatment of certain contributions or potentially forfeiting Company matching contributions associated with any excess employee contributions.

After-Tax Contributions

With after-tax savings, your contributions are deposited in your account after any applicable taxes have been deducted from your paycheck. This means you will not receive any current tax advantage. However, after-tax savings are more accessible for withdrawal while you are working, and you will not be taxed on these contributions when you receive a final payout of your account. Any earnings on these contributions are tax-deferred until you receive them. (See the "Tax Considerations" section for special tax rules.)

Roth 401(k) contributions

Like after-tax contributions, Roth 401(k) contributions are deducted from your pay after applicable taxes are withheld. This generally results in less pay remaining after your contributions are made than if you contribute the same percentage of pay as before-tax contributions. However, federal tax law allows both Roth 401(k) contributions and their earnings to be tax-free when you withdraw them, as long as you satisfy a five-year waiting period after your first Roth 401(k) contribution and you are disabled or at least age 59½ at the time of the distribution.

Roth 401(k) contributions are subject to the IRS annual contribution limit in the same manner as before-tax contributions as described above.

You can learn more about Roth 401(k) by logging on to the NetBenefits Web site or calling the Verizon Savings Plan Service Center.

Additional Catch-Up Contributions

Employees who are age 50 or older in a calendar year can make additional before-tax and/or Roth 401(k) contributions known as catch-up contributions. Catch-up contributions offer an opportunity to save more each year as you approach retirement. Your catch-up contributions in a calendar year cannot exceed the IRS annual catch-up limit ($6,000 for 2016), but are not subject to many of the other IRS contribution limits.

Catch-up contributions are not eligible for a Verizon matching contribution.

Note: If you do not make the maximum catch-up contribution in a year when you are eligible, you cannot make up the difference in the next calendar year.

Eligibility

To be eligible to make catch-up contributions, you must be age 50 or older by the end of the calendar year. Also, you must be contributing at least 6% of your pay to the Savings Plan on a before-tax and/or Roth 401(k) basis, unless you have already reached the before-tax and/or Roth 401(k) combined contribution limit for the year ($18,000 for 2016).

Electing Catch-Up Contributions

If you decide to make catch-up contributions, you must elect them separately from your election for regular Savings Plan contributions. Your catch-up contribution election will be applied to your eligible Savings Plan compensation and must be in whole percentages not to exceed 60% of your annual pay.

Catch-up contributions will no longer be deducted from your pay once you reach the annual limit. However, your regular savings contributions will continue uninterrupted.

Taxation

Before-tax catch-up contributions are treated the same as regular before-tax contributions for federal income tax purposes. Roth catch-up contributions are treated the same as Roth 401(k) contributions for federal income tax purposes.

Important note

Your catch-up contribution election will remain in place until you change it. Since the catch-up limit may increase each year, you will need to evaluate your election each year and change it if you choose. If you decide to discontinue catch-up contributions at any time, simply change your catch-up election percentage to zero.

Making Your Catch-Up Contributions

To make a catch-up contribution election, log on to NetBenefits at www.netbenefits.com/Verizon or call a Verizon Savings Plan Service Center Representative at 1-888-457-9333.

Insufficient Pay

If your pay is not enough, after all legally required deductions, to cover the full contribution of the particular type you have elected, then no contribution of that type will be made for that pay period. Types of contributions include basic before-tax, basic after-tax, basic Roth 401(k), supplementary before-tax, supplementary after-tax and supplementary Roth 401(k). If you have insufficient pay due to union business, you may be able to make up the missed payments once per year. Call the benefits administrator for details.

Union-Sponsored Trust for Savings

You may be eligible to contribute on an after-tax basis to a union-sponsored trust. If you participate, your payroll deductions will be directed to the union-sponsored trust rather than to the Savings Plan. However, the Company match on your savings will be contributed to the Savings Plan and invested in the Verizon Company Stock Fund. For more information, contact your local collective bargaining representative.

Changing or Stopping Your Contributions

You can change the percentage you contribute on a before-tax, after-tax, and/or Roth 401(k) basis or stop contributing at any time by accessing the benefits administrator's voice response system. When you change your contribution percentage, the change takes effect as soon as administratively possible – generally with your next paycheck or the one following it.

There are certain situations when your contributions to the Savings Plan **automatically** will stop, including if you:

- Change to management status (you generally will have the option of enrolling in a Verizon Savings Plan for salaried employees).
- Take an approved leave of absence.
- Are laid off.
- Make certain withdrawals (see the "Withdrawals" section).

Rollovers and Transfers

If you are eligible to receive a distribution from another employer's 401(k) or other qualified retirement plan, or if you have a rollover conduit individual retirement account or individual retirement annuity (IRA) that holds only a distribution from a previous employer's qualified plan, you can roll over all or part of the taxable portion of the qualifying distribution or IRA into the Savings Plan. You have the same choice of investment funds for your rollover as you do for your contributions.

Please note that there are important tax implications in receiving a distribution from your previous employer's plan or from a conduit IRA. See the "Tax Considerations" section for more information on how a direct rollover allows you to avoid the automatic 20% federal income tax withholding required by the IRS.

Under certain circumstances, other qualified retirement plan benefits may be transferred to the Savings Plan. Transferred accounts may be subject to special vesting, withdrawal and distribution rules. Transferred "Roth" contributions are subject to the special tax and distribution rules that apply to such contributions. For more information regarding the special rules that may apply to transferred accounts, call the benefits administrator and speak with a representative.

Employees Who Participated in Another Verizon-Sponsored Savings Plan

You may elect to have the value of your account in the Verizon Savings Plan for Management Employees or the Verizon Savings and Security Plan for New York and New England Associates transferred to your account in this Savings Plan and invested as you wish.

For more information on completing a rollover or transfer, call the benefits administrator and speak with a representative.

Limits That May Affect Your Contributions

Government rules impose certain limits on contributions to your account:

- **Annual Roth 401(k) and before-tax contribution limit:** The Internal Revenue Code limits your combined Roth 401(k) and before-tax contributions. For 2016, this limit is $18,000. In future years the IRS may adjust the limit for inflation. This limit does not apply to catch-up contributions.

- **Annual catch-up contribution limit:** The Internal Revenue Code limits your annual catch-up contributions. The limit for 2016 is $6,000. In future years the IRS may adjust the limit for inflation.

- **Annual pay limit:** Under IRS rules for qualified plans, an employee may not make before-tax or after-tax contributions or receive matching contributions based on annual pay over the IRS annual limit, which is $265,000 in 2016. In future years the IRS may adjust the limit for inflation.

- **The highly compensated limit:** The IRS sets annual limits on the total before-tax and Roth 401(k) contributions (other than catch-up contributions) that can be deposited in your account in a calendar year to ensure that contributions made by or made on behalf of highly paid employees are not significantly greater than contributions made by other employees. To satisfy these rules, it may be necessary to reduce or refund contributions made by higher-paid employees. Under current IRS rules, you are considered a highly paid participant in 2016 if your annual pay from the Company in 2015 was $120,000 or more.

- **The IRS Section 415 limit:** This is a per-employee limit on the total annual amount of employee contributions and Company contributions that may be made to all Verizon qualified defined contribution plans. If your combined contributions (regular before-tax, after-tax, Roth 401(k) and Company contributions) exceed this limit ($53,000 in 2016 or, if less, 100% of your pay), you will be notified and contributions will be restricted or refunded, as necessary, so as not to exceed this limit. This limit does not apply to rollover contributions or catch-up contributions.

If you have questions about these limits, you can call the benefits administrator. If you are affected by the limits, you may want to speak with a financial advisor to discuss the best approach for you in designating your contribution percentage for the year so that you can receive the maximum contribution for your account.

Company Contributions

Company Matching Contributions

The Company matches a portion of your basic contributions up to the first 6% of your pay, regardless of whether you save on a before-tax, after-tax, Roth 401(k) basis or a combination of all three. In general, for each dollar, up to the first 6% of pay that you contribute to your account, the Company contributes another 82 cents (or the amount specified in your collective bargaining agreement, if different). However, if you are an eligible employee of Verizon Connected Solutions Inc. (VCS), the matching rate is 60 cents for each dollar, up to the first 6% of your pay that you contribute to your account.

Also, if you were first hired by the Company on or after October 28, 2012 (or hired or rehired by VCS on or after that date), and you are not eligible to earn pension benefits under any Verizon affiliate pension plan, the Company will match your basic contributions as specified in your collective bargaining agreement. Generally this means that the Company will match your basic contributions on a dollar-for dollar basis if you are not a VCS employee, and 75 cents per dollar if you are a VCS employee, up to the first 6% of eligible pay that you contribute. Employees who are eligible to receive this enhanced matching contribution are referred to as "Pension New Hires," which means that they are not eligible for Verizon pension benefits, but are eligible for an enhanced matching contribution and the annual Company Discretionary Award as described in this SPD.

Company matching contributions automatically are invested in the Employee Stock Ownership Plan (ESOP) component of the Verizon Company Stock Fund.

An Example

Here's an example showing the different levels of Company matching contribution on your savings up to 6% of pay. The example assumes your annual pay is $40,000 and you contribute 2%, 4%, 6% or 8% of your pay to the Savings Plan each pay period during the year. The Company match is the same whether you save before-tax, after-tax, and/or Roth 401(k) dollars.

Percent of Pay Saved	Your Annual Contribution (Before-Tax, After-Tax, or Roth 401(k))	Annual 82% Company Match	Annual 100% Company Match (non-VCS Pension New Hire)	Annual 60% Company Match (VCS, not Pension New Hire)	Annual 75% Company Match (VCS Pension New Hire)
2%	$800.00	$656.00	$800.00	$480.00	$600.00
4%	$1,600.00	$1,312.00	$1,600.00	$960.00	$1,200.00
6%	$2,400.00	$1,968.00	$2,400.00	$1,440.00	$1,800.00
8%	$3,200.00	$1,968.00	$2,400.00	$1,440.00	$1,800.00

Annual Discretionary Company Award

If you are a Pension New Hire as described above, then depending upon Verizon's performance, the Company may make an annual Discretionary Company Award ranging from 0% to 3% of eligible pay to your account. For this purpose, your eligible pay (see "How pay is defined" above) is limited to amounts actually paid to you while you are an eligible Pension New Hire.

The Award is for all eligible Pension New Hire employees whether they contribute to the Plan or not. However, generally, you must be employed by the Company or a Verizon affiliate in a position subject to a collective bargaining agreement on the last day of the year to receive the Award for that year.

Discretionary Company Award contributions, if any, will be made once a year during the first quarter, based on Verizon's prior year performance.

Discretionary Company Award contributions made or considered made in Verizon stock are automatically invested in the ESOP component of the Verizon Company Stock Fund.

Payroll Stock Ownership Plan Account

If your career with the Company began before 1985, you may have a Payroll Stock Ownership Plan (PAYSOP) account value in the Plan that was transferred from the prior ESOP. This separately held account is Company money that is fully vested and automatically is invested in the applicable Verizon Company Stock Fund.

Vesting in Company Contributions

You "vest" or gain ownership in Company contributions to your account when you have accumulated three years of service. You start earning service on your date of hire, and service accumulates in years, months and days continuously throughout your employment with the Company. Service credit continues if you have a job change from one Verizon company to another. Service credit ends on your separation from service date.

You have a separation from service date when the earlier of the following dates occurs:

- Your employment ends for any reason.
- You are absent from service or on leave for one continuous year.

If you have a separation from service and are rehired by the Company or another Verizon affiliate within one year – before the first anniversary of your separation from service date – then your period of absence also counts as service for vesting purposes.

Keep in mind, you will not be treated as absent for any period that you are receiving short-term disability benefits from Verizon, unless you have a separation from service during that period.

Also, note that the determination of your years of service for vesting can be affected by a leave of absence, a break in service or a job change from one Verizon affiliate to another, or from one former Bell System company to another.

In addition, vesting in the value of Company contributions occurs automatically regardless of the length of your service in these situations:

- You reach normal retirement age (age 65).
- You retire with eligibility for an immediate service pension under the Verizon Pension Plan for Mid-Atlantic Associates.
- You terminate employment and receive severance benefits pursuant to the Company's Income Security Plan (ISP), Supplemental Income Protection Plan (SIPP), or Voluntary Income Protection Plan (VIPP) or in accordance with the Company's practices with respect to technological displacement or layoff.
- You terminate employment after being on layoff with recall rights for 12 months.

- You transfer to Bellcore for 12 months, and the Bellcore savings plan does not recognize your Verizon service.

- The Savings Plan is terminated or amended to permanently discontinue Company contributions or you are affected by a partial termination of the Savings Plan.

- You become totally disabled or die while employed by the Company or die while performing qualified military service.

- You become employed by a company that is subject to the Portability Agreement within 30 days after your termination from employment with the Company.

If you have a separation from service and you are not vested at the time of your separation, the value of your Company contributions is forfeited after you receive a distribution of the value of your contributions or, if earlier, after the fifth anniversary of your separation from service (or the sixth anniversary of your separation due to a Care of Newborn Child Leave – a maternity/paternity leave).

Keep in mind, you always are 100% vested in the value of your before-tax, after-tax, Roth 401(k), catch-up, PAYSOP and rollover contributions.

Years of Service With Certain Companies

You may receive credit for years of service with certain prior companies, such as Bellcore, an interchange or portability company, or service that would have been recognized by the former Bell Atlantic Corporation. Call the benefits administrator for additional information.

Effect of a Break in Service

If you have a separation from service of 12 months or more and later are reemployed by the Company, you may receive credit for your prior service under the following circumstances:

- If you were **vested** in any contributions to the Savings Plan (excluding your rollover or after-tax contributions) at the time you had a separation from service, your prior service will be restored.

- If you were **not vested** in any contributions to the Savings Plan (excluding your rollover or after-tax contributions) at the time you had your separation from service, your prior service will be restored **only** if you return to work for the Company before the fifth anniversary of your separation from service.

Care of Newborn Child Leave (CNC) Rules

If your absence includes a Care of Newborn Child Leave (a maternity/paternity leave), then your prior service will be restored if you return to work for the Company before the **sixth** anniversary of your separation from service. A Care of Newborn Child Leave includes your period of absence from work due to your pregnancy, the birth of your child or care of your child following birth, adoption or placement of your child in your home for adoption. Up to one full year of your Care of Newborn Child Leave will be disregarded in determining the length of your break in service.

Restoring Forfeited Contributions If You Are Rehired

If you are not vested when you have a separation from service, you do not receive the Company contributions and associated earnings that are in your Savings Plan account. These amounts are forfeited after you receive a distribution of the value of your contributions or, if earlier, after a five-year break in service (six years for a Care of Newborn Child Leave – a maternity/paternity leave).

If you received a distribution from your account when you left the Company, the forfeited amounts will be restored to your account only if you repay the distribution to the Savings Plan. You must repay the distribution either before you have had a five-year break in service or before the fifth anniversary of the date you are reemployed, whichever is earlier.

If you do not restore all contributions distributed to you or you return after more than five years (six years for a Care of Newborn Child Leave), you permanently will lose the Company contributions that you forfeited.

Investing Your Account

You have 19 funds available for the investment of eligible contributions. (Company matching contributions and annual Company Discretionary Award made or considered to be made in Verizon shares automatically are invested in the Verizon Company Stock Fund – see the "Investing Company Matching and Discretionary Award Contributions" section below.) You indicate your investment direction for contributions going into your account in increments of 1%, which must add up to 100%. The election you make at the time you enroll will continue to be used until you call the benefits administrator and make a change. For your existing account balance, you also can transfer your contributions and associated earnings among the Savings Plan funds, subject to the restrictions described below. All investment changes can be made through the benefits administrator. You will receive a confirmation of any changes you make in the mail or by e-mail if you have indicated a preference for e-mail notification. For information on Union-sponsored Trust Savings account investments, contact the sponsor or administrator of that plan.

Please refer to "Your Investment Options in the Verizon Savings and Security Plan for Mid-Atlantic Associates" *for detailed descriptions of the funds in the Savings Plan, including descriptions of trading restrictions and each fund's annual operating expenses.*

You are responsible for the investment of your account pending distribution or withdrawal, which may be delayed due to administrative errors or other circumstances. If you wish to minimize fluctuations in your account value pending distribution or withdrawal, you should consider transferring your account balance to an investment option with lower expected volatility. If you make an investment, distribution, or withdrawal election that is not implemented due to an administrative error, you are responsible for making a new election as soon as you discover or are informed of the failure to implement your election. These rules also apply to any beneficiary entitled to a benefit under the Savings Plan.

The Savings Plan is intended to constitute a participant-directed individual account plan described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1. The fiduciaries of the Savings Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by a participant or beneficiary under the Savings

Plan. Each participant or beneficiary assumes the risk of any decrease in the value of his or her account, including any decrease that might occur because the issuer of any security or other instrument becomes insolvent. None of the trustees, the Company, Verizon, Verizon Investment Management Company (VIMCO), the Savings Plan administrator, any Verizon affiliate or any Savings Plan fiduciary or official represents or guarantees that the market value of any investment option will be equal in value to the purchase price of the assets of the investment option or that the total amount distributable or withdrawable with respect to any period will be equal to or greater than the amount contributed and not withdrawn for that period. Under ERISA regulations, you may request any of the following information from the plan administrator prior to making your investment decision by contacting the Verizon Savings Plan Service Center (see pages 43 and 44 for contact information for the plan administrator and the Verizon Savings Plan Service Center):

- Copies of any prospectuses or short-form or summary prospectuses for entities registered under applicable securities laws or similar documents relating to investment options provided by entities that are not registered under those laws.

- Copies of financial statements and reports, and any other similar materials relating to the investment options available under the plan, to the extent such information is provided to the plan.

- A list of the plan assets comprising the portfolio of each investment option and the value of each such asset.

- A statement of the value of a share or unit of each investment option available to you as well as the date of the valuation.

As discussed in greater detail in "Your Investment Options in the Verizon Savings and Security Plan for Mid-Atlantic Associates", each of the investment options offered under the Savings Plan (other than the Verizon Company Stock Fund) is comprised of a number of different securities or other instruments or investments and exposes a participant to different kinds of risk. You should take into account your own personal circumstances, the potential for growth and risks attendant upon each investment option, and the possibility of diversifying your investments before deciding on how to invest an account under the Savings Plan. You should also consider obtaining advice from a qualified financial adviser before making investment elections. The Internal Revenue Service has provided the following model notice regarding the importance of investment diversification:

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading assets among different types of investments can help you achieve a favorable rate of return, while minimizing the overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help manage investment risk.

In deciding how to invest retirement savings, you should take into account all of your assets, including any retirement savings outside of the plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should carefully consider the diversification rights described in this summary and how those rights affect the amount of money that you invest in company stock through the plan.

It is also important for you to periodically review your investment portfolio, investment objectives and the investment options under the plan to help ensure that your retirement savings will meet retirement goals.

Deadline for Making Changes

"Business day" refers to any New York Stock Exchange business day and the deadline for making a change—4:00 p.m. or 12:00 noon Eastern time, as applicable—will be earlier on a particular day if the stock exchange closes early on that day. Also, local natural disasters may temporarily affect your deadline for making a change.

Changing the Investment of Future Contributions

You can change the investment direction of new contributions at any time. If you call the benefits administrator and elect to change the investment of future contributions before **4:00 p.m.** Eastern time on any business day, your change will apply to contributions made on or after that day. Otherwise, your change will apply to contributions made on or after the next business day.

Transferring Money Among Funds

You can transfer the value of your existing contributions among the funds at any time subject to the restrictions described below.

When you call the benefits administrator, the representative will indicate the dollar amount available in each fund for transfer. First, you indicate the percentage you want transferred from each fund and then you indicate the fund(s) to which you want to transfer your money. Investment changes made before **12:00 noon** Eastern time on any business day will be effective on that day based on the fair market value of the fund at the close of that day. Otherwise, the transfer will be effective at the end of the next business day.

Transfers from the Conservative Strategy Portfolio to the Institutional Government Money Market Portfolio are restricted as described in the "Conservative Strategy Portfolio" section of "Your Investment Options in the Verizon Savings and Security Plan for Mid-Atlantic Associates."

Transfers between funds and any other account activity may be restricted or refused under certain circumstances, for example, if the fund receives or anticipates simultaneous orders affecting significant portions of the fund's assets, if a proper fund valuation is unavailable, during times of drastic economic or market changes, if there is an imbalance in orders, or for any other reason, including natural disasters.

The Savings Plan administrator may restrict or refuse transfers between investment options if, in its judgment, the receiving investment option would be unable to invest the money effectively in accordance with its investment objective and policies, or either investment option would otherwise be potentially adversely affected. Frequent trading into and out of an investment option can disrupt that option's investment strategies and increase expenses for all participants who invest in the option, including those participants who are long-term investors in the option who do not generate these costs.

The Savings Plan is designed to facilitate long-term investment and is not intended to be used for market timing or excessive trading. The Savings Plan administrator may investigate trading practices by participants who the Savings Plan administrator believes are engaging in market timing, excessive trading or any other trading practice that could potentially disrupt the investment options' investment strategies and which may result in adverse investment returns for other participants. The Savings Plan administrator may issue a warning to a participant to cease those trading practices and may restrict the trading of those participants who thereafter fail to cease those practices.

In addition, the investment managers of the mutual funds or other pooled funds that comprise the investment options have imposed restrictions separately and independently from any imposed by the Savings Plan administrator and may impose additional restrictions. Fidelity has imposed restrictions on the funds that it manages. These restrictions have also been adopted by the PIMCO funds in the Savings Plan. See the "Fidelity and PIMCO Frequent Trading Restrictions" section of "Your Investment Options in the Verizon

Savings and Security Plan for Mid-Atlantic Associates" for more details.

In addition to the restrictions described below, investment managers may impose redemption fees or may refuse to accept transfer requests (possibly including a permanent bar on investing in a fund for those participants who are identified by the fund manager as frequent traders). For the investment options that are mutual funds, consult those funds' prospectuses.

Other Savings Plan Investment Information

Verizon has prepared and distributed a prospectus (also referred to as an "offering statement") relating to the Savings Plan. Verizon and its agents and officers prepared and distributed that prospectus (including any related supplements) in its capacity as a corporation subject to applicable securities laws and not as a fiduciary or administrator of the Savings Plan. The sole purpose of that prospectus is to comply with Verizon's obligations under applicable securities laws. The prospectus (including supplements and information incorporated into the prospectus and supplements by reference) is not prepared or reviewed by the Savings Plan administrator or any other Savings Plan fiduciary (when acting in a fiduciary capacity with respect to the Savings Plan).

Notwithstanding anything herein or in any other communication from the Savings Plan administrator or other Savings Plan fiduciary to the contrary, the prospectus for the Savings Plan (including related supplements and information incorporated into the prospectus and supplements by reference) is NOT incorporated by reference into this SPD or any other communication from the Savings Plan administrator or any other Savings Plan fiduciary (including the benefits administrator). The Savings Plan administrator and the other Savings Plan fiduciaries (when acting in a fiduciary capacity with respect to the Savings Plan) do not make any representations regarding any information in the prospectus for the Savings Plan (including any related supplements and any information incorporated into the prospectus or supplements by reference).

Investing Company and Discretionary Award Contributions

Company matching contributions and annual Discretionary Award contributions made or considered made in Verizon stock are automatically invested in the applicable Verizon Company Stock Fund. Dividends paid on Verizon stock under the ESOP portion of the Plan are automatically reinvested in the fund and will be fully vested upon reinvestment, unless you elect to receive direct cash payments as described below. Special rules apply to dividends if the ESOP has an outstanding exempt loan. The ESOP does not have such a loan at this time.

Diversification

Effective July 15, 2016, you may transfer all or a portion of your Company matching and annual Discretionary Company Award contributions (and related earnings) invested in the Verizon Company Stock Fund to any of the investment options available in the Savings Plan.

The same rules that apply to transfers of your own contributions among Savings Plan investment options (including frequent trading and other generally applicable transfer restrictions) apply to these transfers. Transfers from the Verizon Company Stock Fund must be made in 1% increments.

You may complete your diversification transaction online at www.netbenefits.com/Verizon or by calling the Verizon Savings Plan Service Center at 1-888-457-9333. **Note:** Your accounts are not invested directly in shares of Verizon stock. Instead, Verizon stock is held by the Verizon Company Stock Fund (or a similar fund, if applicable), and units of that fund are allocated to your account. The value of the units in the applicable Verizon Company Stock Fund do not correspond directly to the value of actual shares of Verizon common stock due to, among other things, investments in assets other than Verizon stock, expenses, and trading gains and losses. All references to investments in shares of Verizon stock are considered references to investments in the Verizon Company Stock Fund (or a similar fund, if applicable).

PAYSOP Account Diversification

If you have a Payroll Stock Ownership Plan (PAYSOP) account transferred from a prior plan, your PAYSOP account is subject to the same diversification rules described above for Company matching and annual Discretionary Company Award contributions.

Dividends
Dividends on shares held in the Verizon Company Stock Fund are automatically reinvested in the fund. However, you may elect to receive these dividends quarterly in cash. If you choose to receive your dividends in cash, they will be subject to current federal and, to the extent applicable, state and local income tax. You may change your election at any time by logging on to the Fidelity NetBenefits Web site or calling the Verizon Savings Plan Service Center (see the "Getting More Information" section for details). Your election will remain in effect until you change it. You will not be contacted to make an annual election.

You are eligible to make a dividend pass-through election on vested and non-vested balances in the Verizon Company Stock Fund. If you are not vested, any dividends you elect to keep in the Savings Plan will become 100% vested on the date they are credited to the account.

Dividends relating to PAYSOP balances are automatically paid to you annually in cash.

Voting of Your Verizon Shares – Confidentiality

As a general matter, information regarding your account is subject to confidentiality requirements imposed on those who provide services to the Savings Plan. This information includes how many equivalent shares of Company stock you have invested in the Verizon Company Stock Fund and how you vote them. In its role as trustee, Fidelity Management Trust Company votes any shares of Company stock that have not been directed by participants. Pursuant to Section 404(c), Fidelity Management Trust Company also has been appointed to act as an independent fiduciary under special circumstances, such as a tender offer for the Company, where the Company's and participants' interests potentially could be in conflict.

Fidelity Management Trust Company's responsibility in this role is to preserve the confidentiality of participants' decisions from the Company, thereby allowing participants to act in their own best interests without any concern that the Company will obtain information regarding their decision.

The Savings Plan fiduciary responsible for monitoring compliance with these procedures and appointing an independent fiduciary where necessary is Verizon Investment Management Corporation (VIMCO), One Verizon Way, Basking Ridge, NJ 07920.

Keeping Track of Your Account

You can obtain a daily update of your account balance by using the benefits administrator's NetBenefits Web site. You can also call the Verizon Savings Plan Service Center at 1-888-457-9333 to speak to a representative. In addition, you will receive a quarterly statement of your account showing the number of units you own, your account value and fund returns, unless you indicate on the NetBenefits Web site that you want to receive your statements electronically. If you are receiving statements electronically, you may request a paper copy, free of charge, by contacting the benefits administrator.

Account Access While You Are Working

Withdrawals

The Savings Plan is designed to help you save for long-term needs. But, there may be a time when you need access to your account while you still are working. Taking a withdrawal may be an option for you if you are an active employee or an eligible retiree of the Company. Keep in mind, however, that you may face a Savings Plan suspension or tax penalty depending on the type of withdrawal, and other restrictions apply.

In-Service Withdrawals

If you take an in-service withdrawal, there are restrictions on the types of contributions available for withdrawal and the order in which you can receive certain money from your account. In addition, you may be required to pay taxes on amounts that you withdraw and you may incur a suspension of your participation in the Savings Plan for a period of time. The following chart summarizes the type of monies available for withdrawal from your account, as well as the tax implications of a withdrawal. Money is withdrawn proportionately from the affected investment funds for each type of money withdrawn. Call the benefits administrator with questions.

Description of In-Service Withdrawals	Savings Plan Penalty	Tax Implications
Regular Withdrawal Without Suspension: You may withdraw the following types of contributions in the order specified by the Plan Administrator: • Supplementary (unmatched) after-tax contributions and associated earnings • Basic (matched) after-tax contributions considered made more than 24 months prior to withdrawal and associated earnings • Rollover contributions and associated earnings • Payroll Stock Ownership Plan (PAYSOP) account value • Vested Company matching contributions (including ESOP and prior GTE matching contributions) and associated earnings (limited to matching contributions considered made more than 24 months prior to withdrawal and associated earnings if you have less than 5 years of participation in the Savings Plan • Reinvested Dividends	None	You will owe income taxes on all monies that are withdrawn, including earnings but excluding the portion of the withdrawal considered made from your after-tax contributions. In addition, a 10% early withdrawal tax on the taxable portion of withdrawals generally applies if you have not attained age 59 1/2.
Regular Withdrawal With Suspension: After regular withdrawal without suspension monies are taken in the order specified by the Plan Administrator, you may withdraw basic after-tax contributions considered made in the prior 24 months and associated earnings.	Company matching contributions are suspended for 6 months. Your contributions can continue.	You will owe income taxes on all monies that are withdrawn, including earnings but excluding the portion of the withdrawal considered made from your after-tax contributions. In addition, a 10% early withdrawal tax on the taxable portion of withdrawals generally applies if you have not attained age 59-1/2.
Age 59-1/2 Withdrawal: After you attain age 59-1/2, you may withdraw before-tax and Roth 401(k)) contributions and associated earnings. You may elect to withdraw Roth 401(k) contributions and associated earnings before or after before-tax contributions and associated earnings.	None	You will owe income taxes on all before-tax monies that are withdrawn, including earnings. Roth 401(k) contributions and related earnings may be withdrawn free of federal income taxes if you have satisfied the five-year Roth participation period.

Note the following if you take an in-service withdrawal:

- You cannot withdraw vested Company matching contributions considered made during the 24 months preceding the withdrawal if you have less than five years of Savings Plan participation.

- You cannot withdraw basic after-tax contributions considered made during the 24 months preceding the withdrawal without a resulting suspension of Company matching contributions.

- Your withdrawal must be in $50 increments, unless you elect all available amounts.

- You can select cash or shares for the amount of the withdrawal invested in the Verizon Company Stock Fund. Your election will apply to all types of money withdrawn.

- You may make a direct rollover from 1% to 100% of the eligible portion of the withdrawal into an eligible retirement plan or individual retirement account or annuity (IRA). The stock/check will be made payable to the institution you designate and mailed to you.

- The taxable portion that is not rolled over will be subject to a mandatory 20% tax withholding.

- You cannot name a co-owner on a withdrawal that includes a stock rollover.

Hardship Withdrawals

Based on Internal Revenue Service (IRS) rules, you are allowed to request a withdrawal from your account of the same monies available at age 59-1/2 with the exception of associated earnings on before-tax contributions credited after January 1, 1989. You can withdraw eligible monies for certain immediate and heavy financial needs if you have exhausted all available loans and withdrawals, including amounts that may result in a suspension.

Note: The Savings Plan administrator will require a financial statement from any employee who has a loan amount available, but who cannot take a loan because of financial hardship.

In general, to qualify for a hardship withdrawal, the money you withdraw must be used to pay for:

- The purchase of your principal residence (excluding mortgage payments).

- Expenses that prevent you from being evicted from your principal residence or from foreclosure on your principal residence.

- Certain health care expenses for you or an immediate family member that are above what is reimbursed by your health care insurance.

- College or post-graduate tuition, room and board, as well as certain fees for the next 12 months for you, your spouse, your children or your eligible dependents.

- Funeral expenses for a family member.

- Expenses to repair damage to your principal residence that would qualify for the casualty deduction under section 165 of the Internal Revenue Code (without regard to whether the loss exceeds 10% of adjusted gross income).

You will be required to provide reasonable documentation of the expense you are covering when you apply for the withdrawal and represent that the need otherwise cannot be met with available assets.

In addition, the following rules also apply after you make a hardship withdrawal:

- All contributions to your account – before-tax, after-tax, Roth 401(k) and Company matching contributions – will be suspended for 6 months.

- Hardship withdrawals are not eligible for rollover to an IRA or another eligible retirement plan.

If you make a hardship withdrawal, you will be paid by check.

To Apply for a Withdrawal

To apply for a regular withdrawal, call the benefits administrator directly. (See your Important Benefits Contacts insert for the telephone number.)

Note: To apply for a hardship withdrawal, you must call the benefits administrator to request a hardship package.

Taking a Loan

Eligibility

If you need access to your account while you are employed by the Company, taking a loan may be an alternative to consider. In general, you can take a loan for any purpose.

With a loan, you are able to borrow a portion of your vested account balance without paying taxes on the loan when you receive it. In addition, you pay the loan back through payroll deductions. Your payments – including interest – are reinvested in your account for your long-term needs. Note that while your PAYSOP account can be used in determining your maximum loan amount, a loan cannot be funded from your PAYSOP account.

You are eligible to take a loan as long as you have a sufficient vested balance to take the $1,000 minimum loan amount (see "Loan Terms"). When you request a loan, you must agree to repay the loan through payroll deductions. You are allowed to have up to two Savings Plan loans outstanding at one time except that employees of Verizon Connected Solutions Inc. may have only one loan outstanding at a time.

Loan Terms

Amount Available

Loans are granted in $100 increments, and the minimum loan amount you can borrow is $1,000.

- Loan amounts available are based on 50% of the value of your vested account balance, including any outstanding loan balance.

- The most you can borrow at any time is 50% of your vested account balance or, if less, $50,000, minus your highest outstanding loan balance(s) during the prior 12 months.

In addition, your loan repayments cannot result in a payroll deduction that exceeds 25% of your pay at the time of the loan application (or, if the applicant is on a leave of absence, at the time the leave began).

Interest Rate

When you take a loan from the Savings Plan, you pay your account back with interest. The interest rate on your loan is based on the prime rate and determined by your loan repayment schedule:

- If your loan repayment period is 60 months or less, the Savings Plan will use the prime rate in effect at the end of the month prior to the date you take the loan to calculate your interest.

- If the repayment terms of your loan exceed 60 months (for the purchase of primary residences only, your loan term can be up to 180 months), the interest rate will be the prime rate at the end of the prior month plus 1%.

- The rate of interest is fixed at the time you take your loan and does not change during the term of the loan.

- Loan repayments are made with after-tax dollars.

Repaying the Loan

Generally, you are required to pay your loan back through payroll deductions within five years. However, if you take a loan to purchase your primary residence, you can have your loan repayment period extended up to 15 years (180 months).

If you choose, you can repay your loan earlier than your repayment terms require. You can prepay the outstanding balance in full at any time without penalty. You cannot make a partial prepayment.

If you leave the Company with an outstanding loan balance and defer distribution of your account, you have the option of making monthly repayments using a coupon book or repaying your loan in full. If you terminate and request a distribution, your loan will be satisfied as a result of receiving a distribution; however, in this case, the outstanding balance becomes a taxable distribution (offset to the extent you have any after-tax contributions remaining).

To Apply for a Loan

To apply for a loan, call the benefits administrator directly. You also can find out how much you currently have available for a loan or to model loan amounts and repayment schedules. (See your Important Benefits Contacts insert for the telephone number.)

If You Default on Your Loan

If there is a significant disruption in your regular repayment of your loan that lasts for more than two months, your loan may be considered in default. The benefits administrator will notify you if your loan is in default. You will be offered the option to make up missed loan repayments. If your loan is in danger of going into default, the benefits administrator will notify you if there is any action that can be taken to cure the default. If default occurs, and is not cured within the applicable grace period, your outstanding loan balance will be treated as if you had received that amount as a distribution from the Savings Plan. This means that some or all of that distribution of your loan balance will be reported to the IRS as taxable income, and you will be required to pay any applicable taxes including a possible 10% additional tax. You may want to consult a financial advisor regarding tax implications.

Final Distributions

You can receive a final distribution of your vested account balance when you retire, end employment or become totally disabled.

If you die, your beneficiary receives your distribution.

You have choices with regard to the timing and form of payment. The benefits administrator will provide information about choices depending on the circumstances of the distribution. Also, see the "Tax Considerations" section for important information.

Payment Options When You Leave

When you leave employment, you are eligible to receive the vested value of your account. You always are entitled to receive the value of your contributions. (See the "Vesting in Company Contributions" section for Company contribution vesting rules.)

If your vested balance is $1,000 or less, your distribution will be paid in a lump sum as soon as administratively possible after you leave. If your vested account balance is greater than $1,000 and less than or equal to $3,500 and you do not elect a form of distribution, your account balance will be automatically rolled over to an IRA with Fidelity Management Trust Company.

If your vested balance is greater than $3,500, you can request to receive your distribution immediately or you can defer payment to a later date. However, payment must begin no later than April 1 of the calendar year following the year you reach age 70-1/2. You can request any of the following payment options for your distribution:

- A lump-sum distribution.
- Two to 20 annual installments (the elected period of payments cannot exceed your life expectancy).
- Lifetime installments (recalculated annually at the end of each year) paid on an annual or a monthly basis.

If you request a lump-sum distribution, you will receive a check for your full vested account balance. Alternatively, you can request to receive stock for any balance invested in the Verizon Company Stock Fund.

Call the benefits administrator and speak with a representative for more information on timing for receiving your payment and details about how the payment options work. Also, if you have a loan outstanding, you must repay the balance prior to requesting your final distribution to avoid additional tax implications.

If your account balance greater than $1,000 and less than or equal to $3,500 is automatically rolled over to an IRA with Fidelity Management Trust Company, it will be invested in the Fidelity Cash Reserves Fund (FDRXX), a money market vehicle designed to preserve principal and provide a reasonable rate of return and liquidity. The Cash Reserves Fund investment management fee (0.37% as of January 29, 2016) will be charged to the IRA and will not be paid by the Company or the Savings Plan. Other fees may apply if funds are transferred from the Cash Reserves Fund to another Fidelity fund. A distribution fee (currently $50) will be charged upon distribution from the Fidelity IRA. The expenses and fees of the Fidelity IRA will not be higher than the expenses and fees charged by Fidelity for other Fidelity IRAs.

If You Die

If you die while employed by the Company, your beneficiary is eligible to receive a full distribution of your account, including the value of all Company contributions.

If your spouse is the beneficiary of your account, he or she may receive payment as soon as administratively possible or defer payment up to the date you would have reached age 70-1/2. Your spouse has the same choice of payment options (see the "Payment Options When You Leave" section). If your spouse is not your beneficiary or you do not have a designated beneficiary, your account must be distributed within five years after the year of your death or, if you have a designated beneficiary and distributions begin by the end of the year following the year of your death, the distribution period must not exceed the life of your designated beneficiary.

For a description of the rules that apply in determining the beneficiary to whom your Savings Plan benefits are payable after your death, see "Beneficiary Designation" in the "Participating in the Savings Plan" section.

To Request a Distribution

You can request a distribution through the NetBenefits Web site or by calling the benefits administrator directly.

The timing and form of payment can affect the taxes you will pay.

Tax Considerations

When you receive a distribution (including a withdrawal) from the Savings Plan, the amount generally is taxable, with the exception of any employee after-tax contributions for which the basis has not been exhausted. Tax laws are complicated and subject to change, so you may want to consult a tax advisor before making any distribution decisions.

Income Tax Withholding Rules

The Internal Revenue Service (IRS) requires the Company to withhold 20% of the taxable portion of certain distributions from your account. In general, this includes the taxable portion of any payment other than:

- Installments paid out over 10 years or more.
- The portion of a hardship withdrawal that is attributable to before-tax contributions and earnings.
- Death benefits payable to a non-spouse beneficiary.

In general, payments not subject to 20% mandatory withholding are subject to 10% withholding. However the recipient may elect another withholding amount (including no withholding) by completing IRS Form W-4P and submitting the completed form to the benefits administrator.

The 20% withholding tax is an advance estimated payment on the income taxes you owe on your distribution. Depending on your individual situation, you could owe more or less taxes when you file your income tax return. The 20% withholding requirement will not apply to all or any portion of your distribution that you directly roll over to an individual retirement account or annuity (IRA) or another employer's eligible retirement plan that accepts rollovers.

More About Rollovers

To defer paying taxes on an eligible distribution, you can elect a direct rollover. In general, a rollover from the Savings Plan can include your before-tax contributions, Company contributions, investment earnings, and if the receiving plan accepts them, after-tax contributions.

Eligible distributions include the taxable portion of payments made over a period of less than 10 years. With direct rollovers, the Company makes your check and/or stock out in the name of the receiving plan that you provide – for example, an IRA, qualified retirement plan 401(k), 403(b) or qualifying 457 plan. (Reminder: If you want to roll over stock, check to be sure the IRA or plan trust accepts stock.) This way, you avoid the automatic 20% federal income tax withholding.

If you do not make a direct rollover and receive your distribution check in your name, you still have 60 days to make a rollover on your own. However, you will be responsible for making up the 20% withholding tax if you want to roll over the full amount of the eligible distribution.

You will receive more information about how to elect a direct rollover when you request a withdrawal or distribution.

10% Early Withdrawal Tax

In general, the IRS applies a 10% early withdrawal tax on the taxable portion of any payment you receive before age 59-1/2. This tax is in addition to regular income taxes. The tax does not apply if:

- Your employment ends or you retire during or after the year in which you reach age 55.
- You roll over the taxable portion of your payment into an IRA or another employer's eligible retirement plan.
- Payment is made due to your death or disability.
- Your payments are made over your life or life expectancy (or your or your beneficiary's lives or life expectancies).
- Your distribution is used to pay for certain tax-deductible medical expenses.
- The payment is made to comply with a Qualified Domestic Relations Order (QDRO – see the "If You Divorce or Separate" section).

If You Are a Retiree, Former Vested Participant or Beneficiary

If you participated in the Savings Plan as an active employee and had a vested account balance of $3,500 or more when you left, you had the option to defer payment of your account to a later date. Also, you remain a participant until you take a final distribution of your vested account balance. Your account balance includes your contributions and Company contributions up to the date your employment ended and any earnings on those contributions. Additional contributions cannot be made after you leave, unless you are re-employed by Verizon as an eligible associate and you elect to contribute to the Savings Plan.

You will continue to receive a quarterly statement detailing the activity in your account.

Investing Your Account

You may transfer money among the Savings Plan funds by calling the benefits administrator at any time. Also, if you are continuing loan repayments, you may change the investment direction of your loan repayments at any time. See the "Investing Your Account" section for information about making changes and the Savings Plan funds you have available.

Account Access

Retiree Withdrawal Option

If you are a retiree, you may take a retiree withdrawal of a portion of your full account balance once per calendar year.

Description of Withdrawal	Savings Plan Penalty	Tax Implications
Retiree Eligible Withdrawal: If you retire (including due to disability or qualifying layoff), you may elect once per year to withdraw a portion of your entire Plan account.	None	You will owe income taxes on all monies that are withdrawn, including earnings but excluding the portion of the withdrawal considered made from your after-tax contributions and excluding Roth 401(k) contributions and related earnings if you have satisfied the five-year Roth participation period and if you have attained age 59-1/2 or are disabled.

Loans

You may not take out a new loan on your account after you leave.

If you left the Company with an outstanding loan balance and your account is deferred, you had the option of making monthly repayments using a coupon book or repaying your loan in full. If you terminated and requested a distribution, your loan was satisfied as a result of receiving a distribution; however, in this case, the outstanding balance became a taxable distribution that is offset to the extent you had after-tax contributions remaining.

If you have a loan outstanding at the time of your death, your beneficiary will have to pay taxes on the outstanding balance of the loan. If you are a beneficiary, contact the benefits administrator for more information.

Final Distribution Options

You can elect a final distribution of your vested account value at any time. Your payment options when you leave are described in the "Payment Options When You Leave" section.

Call the benefits administrator and speak with a representative for more information on timing for receiving your payment and details about how the payment options work.

Beneficiary Designation

For information about your beneficiary designation and changes to your beneficiary designation, see "Beneficiary Designation" in the "Participating in the Savings Plan" section.

Additional Information

If You Divorce or Separate

Your account value in the Savings Plan belongs solely to you or to your beneficiary if you die. In general, it cannot be assigned to anyone else. If you are divorced or separated, however, certain court orders – known as Qualified Domestic Relations Orders (QDROs) – could require part of your benefit to be paid to someone else, such as your former spouse or your child.

The Savings Plan has procedures governing QDRO determinations. You may request a copy of the Savings Plan's QDRO procedures by contacting the Verizon Qualified Order Center; P.O Box 8998 Norfolk, VA 23501-89983 or by calling the Verizon Benefits Center at 1-855-4VzBens (1-855-489-2367) and asking to be transferred to the Qualified Order Team. A copy will be provided to you without charge. You can also access information about this process online at https://verizonbenefitsconnection.com/qdro.

How Benefits Could Be Reduced, Lost, Suspended or Delayed

Your benefits under the Savings Plan will be reduced, lost, suspended or delayed if any of the following conditions apply:

- Your employment with the Company and all Verizon affiliates terminates before you are fully vested.
- You fail to restore previously forfeited contributions after you are rehired as described in the "Restoring Forfeited Contributions If You Are Rehired" section.
- Your benefits are attached or otherwise assigned under a QDRO, in which case any portion of your benefits that is not attached or assigned will be paid to you.
- You do not provide the Verizon Savings Plan Service Center (see the "Benefits Administrator" section for the telephone number) with your most recent address, such that you cannot be located.
- You fail to make proper application for benefits or fail to provide necessary information.

Pension Benefit Guaranty Corporation

The Savings Plan is a defined contribution plan, providing contributions to you in specific amounts, with your vested account value payable to you when you leave or retire. Defined contribution plans are not eligible to be insured by the Pension Benefit Guaranty Corporation (PBGC).

Claims and Appeals Procedures

As the claims administrator, Verizon's benefits administrator has discretionary authority to determine initial claims for benefits under the Savings Plan. The Verizon Claims Review Committee (VCRC) is the appeals administrator for the Savings Plan.

The Savings Plan grants the claims and appeals administrators discretionary authority to:

- Interpret the Savings Plan based on its provisions and applicable law and make factual determinations about claims arising under the Savings Plan.
- Determine whether a claimant is eligible for benefits.
- Decide the amount, form and timing of benefits.
- Resolve any other matter under the Savings Plan that is raised by a participant or a beneficiary, or that is identified by either the claims or appeals administrator.

The claims and appeals administrators have sole discretionary authority to decide claims under the Savings Plan and review and resolve any appeal of a denied claim.

Filing a Claim

You (or someone claiming benefits through you as a participant or beneficiary) have the right under ERISA to file a claim if you believe you are entitled to benefits and benefits have been denied or incorrectly determined under the Savings Plan.

Special claims and appeals procedures apply to claims relating to disability determinations under the Savings Plan if you have not already been determined disabled for purposes of receiving disability benefits under any long-term disability plan or pension plan maintained by the Company or any Verizon affiliate. You may request such procedures, free of charge, by contacting the benefits administrator.

	Savings Plan Claims
	A Savings Plan claim (or appeal) is a claim for a Savings Plan benefit under the Savings Plan; for example, a claim to receive a hardship withdrawal
Step 1 **How to file a claim**	To file a claim, request a Claim Initiation Form from the Verizon Benefits Center at 1-855-4VzBens (1-855-489-2367). You (or your authorized representative) must complete this form and include: • A description of the benefits for which you are applying. • The name of the Savings Plan to which your request relates. • The reason(s) for the request. • Relevant documentation. Mail the form to: Verizon Claims Review Unit P.O. Box 8998 Norfolk, VA 23501-8998 You may be asked to provide additional information during the review process to ensure that your claim is reviewed completely. If this occurs, the Claims Review Unit will notify you of the deadline to submit the additional information to complete the claim. If you fail to provide the additional information, your claim may be decided based on the information already provided.
When you will be notified of the claim decision	You will receive a response within 90 days of the Claims Review Unit's receipt of your properly completed Claim Initiation Form. If special circumstances apply, the Claims Review Unit may take up to an additional 90 days to make a decision on your claim. You will be notified in writing before the end of the initial review period if more time is needed.

How you will be notified of the claim decision	If your claim is **approved**, the Claims Review Unit will notify you in writing. If your claim is **denied**, in whole or in part, the Claims Review Unit will notify you in writing. Your denial notice will contain: • The specific reason(s) for the denial. • The Savings Plan provisions on which the denial was based. • Any additional material or information you may need to submit to complete the claim and why that material is needed. • The Savings Plan's appeal procedures and a statement of your right to bring a civil action under Section 502(a) of ERISA following a denial of a benefit on appeal.
Step 2 **About appeals and the claims fiduciary**	Before you can bring any action at law or in equity to recover Savings Plan benefits, you **must** exhaust this process. Specifically, you must file an appeal or appeals, as explained in this Step 2, and the appeal(s) must be finally decided by the claims fiduciary, the Verizon Claims Review Committee. The Claims Review Committee is authorized to finally determine appeals and interpret the terms of the Savings Plan in its sole discretion. All decisions by the Claims Review Committee are final and binding on all parties.

	Savings Plan Claims
How to file an appeal	If your claim is denied and you want to appeal it, you must file your appeal within 60 days from the date you receive written notice of your denied claim. You may request access to all documents relating to your appeal and copies free of charge. To file your appeal, write to: Verizon Claims Review Committee c/o Verizon Claims Review Unit P.O. Box 8998 Norfolk, VA 23501-8998 You should include: • A copy of your claim denial notice. • The reason(s) for the appeal. • Relevant documentation. The review of your appeal will take into account all the related information you submit, whether or not you submitted that information for the initial determination.
When you will be notified of the appeal decision	You will receive a response within 60 days of the Claim Review Committee's receipt of your appeal. If special circumstances apply, the Claims Review Committee may take up to an additional 60 days to make a decision on your appeal. The Claims Review Committee will notify you in writing before the end of the initial review period if more time is needed.
How you will be notified of the appeal decision	If your appeal is **approved**, the Claims Review Committee will notify you in writing. If your appeal is **denied**, in whole or in part, the Claims Review Committee will notify you in writing. Your denial notice will contain: • The specific reason(s) for the denial. • The Savings Plan provisions on which the denial was based. • A statement regarding the documents that you are entitled to at no charge. • A description of any voluntary appeal procedures offered by the Savings Plan and a statement of your right to bring a civil action under Section 502(a) of ERISA.
How to proceed if necessary	The decision on your appeal is final. As a result, the Verizon Claims Review Committee will not review your matter again, unless new facts are presented. You have a right to bring a civil action.

Rights of Participants and Beneficiaries Under ERISA

Under the Employee Retirement Income Security Act of 1974, as amended (ERISA), you have the following rights:

Receive Information About Your Savings Plan Benefits

You may examine, without charge, at the Savings Plan administrator's office and at other specified locations, such as worksites and union halls, all Savings Plan documents. These may include SPDs, summaries of material modifications, other employee communications relating to the Savings Plan, applicable collective bargaining agreements, the latest annual report (Form 5500 Series) and other official Savings Plan documents filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. For information, write to the Savings Plan administrator:

Verizon Mid-Atlantic Savings Plan Administrator
c/o Verizon Benefits Center
P.O. Box 8998
Norfolk, VA 23501-8998

Also, you may obtain copies of all of the above-referenced Savings Plan documents upon written request to the Savings Plan administrator at the above address. Please include the full name of the Savings Plan in your written request, along with your name, social security number, mailing address and telephone number. You may be charged a small copying fee per page for documents that you request.

Receive a Summary of the Savings Plan's Annual Financial Report

The Savings Plan administrator is required by law to furnish you with a copy of the Savings Plan's summary annual report.

For questions about Savings Plan benefits or requests for SPDs, summaries of material modifications or other Savings Plan-related communications, you should write or call the Verizon Savings Plan Service Center at:

Verizon Savings Plan Service Center
Fidelity Institutional Retirement Service Company
P.O. Box 770003
Cincinnati, Ohio 45277-0065
1-888-457-9333

Prudent Actions by Savings Plan Fiduciaries

In addition to creating rights for Savings Plan participants, ERISA imposes duties upon the persons who are responsible for the operation of the Savings Plan. The persons who operate your Savings Plan, called "fiduciaries" of the Savings Plan, have a duty to do so prudently and in the interest of you and other Savings Plan participants and beneficiaries.

No one, including your employer, your union or any other person, may fire you or otherwise 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 Savings Plan is denied or ignored, in whole or in part, you have a right to know why this was done and to obtain copies of documents relating to the decision without charge. You have the right to have your claim reviewed and reconsidered on appeal, but your appeal must be timely.

Under ERISA, there are steps you can take to enforce the previous rights.

For instance, if you request materials from the Savings Plan administrator that you have a right to receive 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 Savings 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 Savings Plan administrator.

If you have a claim for benefits that 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 Savings Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Savings Plan fiduciaries misuse the Savings 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 to be frivolous).

Assistance With Your Questions

If you have any questions about the Savings Plan, you should contact the benefits administrator, which the Savings Plan administrator has designated for purposes of administering benefits and responding to questions of participants and beneficiaries. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Savings Plan administrator, you can 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, DC 20210

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

Administrative Information

Administrative information about the Savings Plan is provided in this section.

Savings Plan Sponsor

The Savings Plan sponsor is:

Verizon Communications Inc.
VC34E201
One Verizon Way
Basking Ridge, NJ 07920

Savings Plan Administrator

The Savings Plan administrator and the fiduciary responsible for providing descriptions of investment alternatives of the Savings Plan is:

Chairperson of the Verizon Employee Benefits Committee
c/o Verizon Benefits Center
P.O. Box 8998
Norfolk, VA 23501-8998
1-855-4VzBens (1-855-489-2367)

You may communicate to the Savings Plan administrator in writing at the address above. But, for questions about Savings Plan benefits, you should write or call the benefits administrator. The benefits administrator administers enrollment and handles participant questions, requests and certain benefits claims, but is not the Savings Plan administrator.

Except for powers reserved to Verizon, the chief financial officer of Verizon, VIMCO, the Committee, the Trustee, or the appeals administrator or delegated to the claims administrator, the benefits administrator, or to investment managers or other designated fiduciaries, the Savings Plan administrator and its designees have the full and final discretionary authority to administer the Savings Plan; interpret the Savings Plan; resolve ambiguities, inconsistencies and omissions in the Savings Plan documents; develop rules and regulations to carry out the terms of the Savings Plan; and make factual determinations and resolve questions relating to the Savings Plan. However, most of your day-to-day questions can be answered by the Savings Plan's benefits administrator.

Do not send any benefit claim to the Savings Plan administrator or to the legal department. Instead, submit it to the claims administrator for the Savings Plan, which is the benefits administrator.

Benefits Administrator

The benefits administrator is:

Verizon Savings Plan Service Center
Fidelity Institutional Retirement Service Company
P.O. Box 770003
Cincinnati, OH 45277-0065
1-888-457-9333

Claims and Appeals Administrators

The initial claims administrator is the benefits administrator (see above).

The appeals administrator is:

Verizon Claims Review Committee
c/o Verizon Claims Review Unit
P.O. Box 8998
Norfolk, VA 23501-8998
The claims administrator has the authority to make final determinations regarding initial claims for benefits as described in the "Claims and Appeals Procedures" section.

The appeals administrator has the authority to make final determinations regarding appeals of benefit claims as described in the "Claims and Appeals Procedures" section.

The claims and appeal administrators may delegate their respective fiduciary authority and responsibilities under the Savings Plan, and any delegate will have the full discretionary authority of the respective claims or appeals administrator.

Savings Plan Funding and Sources of Contributions

The Savings Plan is funded through employee and Company contributions made to a trust. The Savings Plan trustee is:

Fidelity Management Trust Company
82 Devonshire Street
Boston, MA 02109-3605

Savings Plan Identification

The Savings Plan is a defined contribution plan that is also a stock bonus and employee stock ownership plan with Internal Revenue Code section 401(k) and 401(m) features. The Savings Plan is listed with the Department of Labor under two numbers: The Employer Identification Number (EIN) is 23-2259884 and the Plan Number (PN) is 004.

Plan Year

Savings Plan records are kept on a calendar-year basis.

Agent for Service of Legal Process

The agent for service of legal process is the Savings Plan administrator. Legal process must be served in writing to the Savings Plan administrator at the address stated for the Savings Plan administrator listed in the "Savings Plan Administrator" section.

In addition, a copy of the legal process involving this Savings Plan should be delivered to:

Verizon Legal Department
Verizon Communications Inc.
600 Hidden Ridge, HQE02J19
Irving, TX 75038

Legal process also may be served on the Savings Plan trustee.

Official Plan Document

This SPD describes the main provisions of the Savings Plan, but not every detail is included. Your rights and benefits are governed solely by the official Savings Plan documents. It is important, therefore, to ask questions and get clarification on any matters about which you are uncertain.

Collective Bargaining Agreements

The Savings Plan is maintained pursuant to one or more collective bargaining agreements between Verizon and applicable unions. You and your beneficiaries may review and request copies of the applicable collective bargaining agreements as described in the "Receive Information About Your Savings Plan Benefits" section.

Participating Companies

The following is a list of participating companies as of September 15, 2016. This list may change from time to time:

- Verizon Washington DC Inc.
- Verizon Maryland LLC.
- Verizon Virginia LLC.
- Verizon New Jersey Inc.
- Verizon Pennsylvania LLC.
- Verizon Delaware LLC.
- Verizon Services Corp.
- Verizon South Inc.
- Verizon Connected Solutions Inc.
- Verizon Corporate Services Corp.
- Verizon Services Corp. (and any other Verizon Company designated as the "Service Company" pursuant to the August 2008 Settlement Agreement with the Communications Workers of America, AFL-CIO and its local unions and affiliates and/or the August 2008 Settlement Agreement with the International Brotherhood of Electrical Workers, AFL-CIO Locals 827, 1944, 2213, 2222, 2313, 2320, 2321, 2322, 2323, 2324, 2325, and their District Councils [the "VZB Settlement Agreements"]) with respect to employees who transfer to a covered position as of December 28, 2008 pursuant to such VZB Settlement Agreements.
- Verizon Services Corp. (and any other Verizon Company designated as the "Service Company" pursuant to the VZB Settlement Agreements) with respect to employees who transfer to

a covered position as of October 25, 2009 pursuant to the VZB Settlement Agreements.

- Verizon Services Corp. (and any other Verizon Company designated as the "Service Company" pursuant to the VZB Settlement Agreements) with respect to employees who transfer to a covered position as of October 24, 2010 pursuant to the VZB Settlement Agreements.

- Each applicable Verizon Company that employs Video Hub Technicians pursuant to the August 2008 Settlement Agreement with the Communications Workers of America, AFL-CIO and its local unions and affiliates and/or the August 2008 Settlement Agreement with the International Brotherhood of Electrical Workers, AFL-CIO Locals 827, 2222, 2321, 2322, 2323, 2324, 2325, and their District Councils (the "VZC Settlement Agreements") with respect to employees who transfer to a covered position as of December 28, 2008 pursuant to such VZC Settlement Agreements.