

# AG Benefits

**American Greetings Corporation**

**Life Insurance and Accidental Death &  
Dismemberment Insurance**

**Business Travel Accidental Death &  
Dismemberment Insurance**

**Long Term Disability Insurance**

**Summary Plan Description**

**Updated January 1, 2023**





## Where to Get Information

### **Life, Accidental Death and Dismemberment (AD&D), and Business Travel Accidental Death and Dismemberment (BTAD&D):**

<b>To File a Claim:</b>	AGBenefits Service Center (877) 213-6240
<b>For Evidence of Insurability or to Check Claim Status:</b>	Metropolitan Life Insurance Company (MetLife) Phone: (800) 638-6420
<b>To Assign Your Life and Accidental Death &amp; Dismemberment Insurance:</b>	AGBenefits Service Center (877) 213-6240
<b>For Questions on Conversion to an Individual Policy</b>	Metropolitan Life Insurance Company (MetLife) Phone: (877) 275-6387
<b>For Questions on Portability</b>	Metropolitan Life Insurance Company (MetLife) Phone: (888) 252-3607
<b>Will Preparation Service</b> (available if enrolled in Optional Life)	MetLife Legal Plans Phone: (800) 821-6400

### **Long Term Disability (LTD):**

<b>For LTD Evidence of Insurability or to Check LTD Claim Status:</b>	MetLife Disability P.O. Box 14590 Lexington, KY 40511-4590 Phone: (888) 857-6721 Fax: (800) 230-9531
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**Associates needing additional assistance with Life, AD&D or LTD, please contact:**

AGBenefits Service Center  
Phone: (877) 213-6240  
[agbenefits.com](http://agbenefits.com)

**Associates needing additional assistance after contacting the  
AGBenefits Service Center may contact the Plan Sponsor:**

**American Greetings Corporation**  
Attn: Benefits Dept.  
One American Blvd  
Cleveland, Ohio 44145  
Phone: 216-252-7300, ext. 4192  
[hrrservices@amgreetings.com](mailto:hrrservices@amgreetings.com)

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# ELIGIBILITY, COVERAGE OPTIONS, HIGHLIGHTS, ENROLLMENT & EFFECTIVE DATE

This section identifies the **Plan's** requirements for a person to participate in coverage for:

**Basic Life and AD&D ~ Optional Life and AD&D ~ Optional Dependent Life ~ Optional Dependent AD&D  
Business Travel Accident ~ Long Term Disability**

## ELIGIBILITY

1. All regular **full-time associates** on the regular payroll working at least thirty-six (36) hours per work week (including **associates** returning to work under the phase back into work program following a leave for the birth/placement of a child, working a schedule of at least thirty-two (32) hours per week. All regular **part-time associates** on the regular payroll working at least twenty (20) but less than thirty-six (36) hours per work week. All Field Coordinator and Revision Lead and Full-Time Merchandisers **associates** (not eligible for **company paid coverage**).

The follow chart summarizes coverage available to different classes of eligible **associates** and identifies coverages that require a premium contribution from the **associate**:

Associate Class	Basic Life and AD&D	Optional Life and AD&D	Optional Dependent Life and AD&D	Business Travel Accident	Long Term Disability
Non-Union Full-Time Exempt and Non-Exempt (36 + hours)	Company Paid	Associate Paid	Associate Paid	Company Paid	Basic LTD: Company Paid Optional LTD Buy Up Associate Paid
Non-Union Part-Time Exempt and Non-Exempt (20 but less than 36 hours)	Company Paid	Associate Paid	Associate Paid	Company Paid	Basic LTD: Company Paid Optional LTD Buy Up Associate Paid
Full-time and Part-Time Cleveland and Full-time Greenville Non-Exempt Union (Refer to applicable Collective Bargaining Agreement)	Company Paid	Associate Paid	Associate Paid	Not Applicable	Basic LTD: Company Paid Optional LTD Buy Up Associate Paid
Field Coordinator, Revision Lead & Full-Time Merchandisers	Not Applicable	Associate Paid	Associate Paid	Not Applicable	Not Applicable

The following **associates** are not eligible for these **company** sponsored benefits:

1. **Associates** in merchandiser classifications except Field Coordinator, Revision Leads and Full-time Merchandisers.
2. Temporary, seasonal or on-call **associates**
3. Group class 99



## COVERAGE OPTIONS

### Basic Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance

Certain Life and Accidental Death and Dismemberment (AD&D) insurance are provided at no cost to eligible **associates**.

- **Basic Life Insurance:** Pays a benefit to the **associate's** beneficiary(s) if the **associate** dies.
- **Basic AD&D Insurance:** Pays a benefit to the **associate's** beneficiary(s) if the **associate** dies as a result of an accident. Pays a benefit to the **associate** if the **associate** loses a limb, sight or hearing or experiences paralysis as a result of an accident.
- **Business Travel AD&D:** Pays a benefit to the **associate** or beneficiary(s) if the covered individual dies or is dismembered as a result of a **covered accident** while traveling on business for the **company**.

	Basic Life	Basic AD&D	Business Travel AD&D
Full-time	\$30,000	\$30,000	3x salary see benefit details for <b>associate</b> maximum benefit and dependent coverage amounts
Part-time	\$10,500	\$10,500	3x salary see benefit details for <b>associate</b> maximum benefit and dependent coverage amounts

### Optional Life Insurance, Dependent Life Insurance and Optional Accidental Death and Dismemberment (AD&D) Insurance

Optional Associate Life
1x salary to 6x salary (\$4,500,000 maximum, Basic and Optional combined)

- **Dependent Life Insurance:** Pays a benefit to the **associate** if their covered dependent(s) die.

Spouse Only	Child(ren) Only	Spouse/Child(ren) Combined
Choice of: \$5,000 or \$10,000 or \$25,000	Choice of: \$2,500 or \$5,000 or \$10,000	Choice of: \$5,000 Spouse/\$2,500 Child(ren) or \$10,000 Spouse/\$5,000 Child(ren) or \$25,000 Spouse/\$10,000 Child(ren)

- **Optional AD&D: Associate only or associate plus dependent**

Optional Associate AD&D
1x salary to 6x salary (\$1,500,000 maximum, Basic and Optional combined)

- **Optional Family / Dependent AD&D Insurance:** Pays a benefit to the **associate** if their covered dependent(s) die as a result of a covered accident or if their covered dependent(s) lose a limb, sight or hearing or experiences paralysis as a result of an accident.

Spouse Only	Child(ren) Only	Spouse/Child(ren) Combined
60% of the <b>associate's</b> optional AD&D amount	20% of the <b>associate's</b> optional AD&D amount	Percentage of the <b>associate's</b> optional AD&D amount 50% for spouse & 10% per child

## Long-Term Disability (LTD)

Long term disability coverage provides an income stream and therefore a measure of financial security for the **associate** and their family if the **associate** is unable to work for longer than 26 weeks because of an eligible work-related or non-work-related illness or injury.

### Full Time and Part Time Exempt, Non-Exempt and Cleveland and Greeneville Union Disability Coverage Options:

- **Basic LTD (no cost to associate):** Replaces 50% of your covered monthly earnings at the time your disability began, up to a maximum monthly benefit of \$7,500 per month. Basic LTD is provided at no cost to **associates**.
- **Optional LTD Buy-up (associate paid):** Replaces 66 2/3% of your covered monthly earnings at the time your disability began, up to a maximum monthly benefit of \$20,000 per month. This option requires a contribution from the **associate**.

This coverage is administered on a self-insured basis for full-time exempt **associates** with a date of disabilities prior to 1/1/14. For dates of disability on or after 1/1/14, this coverage is insured under a policy with Metropolitan Life Insurance Company (MetLife).

There are certain long term disability exclusions and limitations, such as for mental health and pre-existing conditions. For more information, refer to the Long Term Disability section (*Long Term Disability Exclusions and Long Term Disability Limitations*).

## ENROLLMENT

An **associate** must enroll for optional **associate** paid coverages hereunder as follows:

- New Hire - on or before the last day of the calendar month in which they become eligible\*
- Status Change from Ineligible to Eligible – within thirty (30) days of the change
- Qualified Life Event – within thirty (30) days of the event
- During any annual enrollment period

\***Associates** rehired within one year of termination should reference “**REINSTATEMENT**” on page 7.

## EFFECTIVE DATE

Coverage will become effective as noted below provided that the **associate** and/or the eligible **dependent** is **actively at work** on the date that coverage (or a change in coverage) would otherwise become effective. Refer to *Eligibility/Actively at Work* for additional details.

### **Basic Life Insurance, Accidental Death and Dismemberment Insurance, Business Travel Accident Insurance, and Basic LTD Coverage**

Eligible **associates**, as described in *Eligibility*, are covered under the **Plan** on the first day of the month coincident with or following completion of one full month of employment in an eligible class\*. However, if an **associate** transfers from an ineligible class to an eligible class, coverage is effective the date of transfer, provided the **associate** has already met the length of service requirements (1<sup>st</sup> of the month following one full month since recent hire date). If **associate** has not met, then eligibility is effective once the **associate** has met length of service requirements.

The **associate** may not be covered for these benefits under more than one policy owned and paid for by the policyholder.



\*Note that if employment begins on the first calendar day of the month, eligibility is the first of the month following employment.

### ***Optional Life and Optional Accidental Death and Dismemberment Insurance***

Eligible **associates**, as described in *Eligibility*, are eligible for the optional life insurance **plan** on the first day of the month coincident with or following completion of one full month of employment in an eligible class\*. However, if an **associate** transfers from an ineligible class to an eligible class, coverage is effective the date of transfer, provided the **associate** has already met the length of service requirements (1<sup>st</sup> of the month following one full month since recent hire date). If **associate** has not met, then eligibility is effective once the **associate** has met length of service requirements.

\*Note that if employment begins on the first calendar day of the month, eligibility is the first of the month following employment.

Refer to *Eligibility/When Evidence of Insurability is Required for Optional Life*, for additional information.

**Associates** may enroll for coverage as follows:

- New Hire - on or before the last day of the calendar month in which they become eligible
- Status Change from Ineligible to Eligible – within thirty (30) days of status change date
- Qualified Life Event – within thirty (30) days of the event date
- During any annual enrollment period

Participation in the Optional Life and Optional Accidental Death and Dismemberment Insurance is voluntary and requires the **associate** to pay the full cost of coverage. **Associates** who desire coverage must take action to be enrolled for this coverage. Coverage will become effective on the latest of these provided the **associate** is **actively at work**, otherwise when the **associate** returns to active work:

1.
  - For new hires, the first day of the month coincident with or following completion of one full month of employment, if the **associate** applies on or before the last day of the calendar month in which they become eligible;
  - For **associates** becoming part of an eligible class, the date of transfer if length of service requirement has been met; or, the date **associate** meets the length of service requirement, if the **associate** applies within thirty (30) days of the status change date;
  - For **associates** with a qualified life event, the date of the event, if the **associate** applies within thirty (30) days of the event date; or;
2. the first of the month following the date the **claims administrator** approves any required proof of good health on optional life. The **claims administrator** will require this proof if the **associate** applies:
  - a. after the **associate** first met the eligibility requirements as illustrated above; or
  - b. requests an amount of optional life insurance in excess of the Non-Medical Issue Amount noted on the *Schedule of Benefits*.
3. January 1 of the following year, if coverage is elected during the annual enrollment period and does not require that the **associate** provide proof of good health, or if proof of good health is required but is approved before January 1.
4. the first of the month following the date the **claims administrator** approves any required proof of good health if coverage requiring proof of good health is elected during the annual enrollment period but is not approved prior to January 1 of the following year.

### ***Optional Dependent Life and Accidental Death and Dismemberment Insurance***

The **associate's** eligible **dependents** may be enrolled for optional dependent life insurance and optional dependent accidental death and dismemberment insurance. Refer to the *Definitions* section for a formal definition of the terms **dependent**, **spouse** and **child**.

**Associates** may enroll eligible **dependents** as follows:

- New Hire - on or before the last day of the calendar month in which they become eligible
- Status Change from Ineligible to Eligible - within thirty (30) days of the status change date
- Qualified Life Event - within thirty (30) days of the event date\*
- During any annual enrollment period

Opportunities to enroll (or increase coverage) at a later date are described under the *Eligibility/Annual Enrollment* provision.

\*If an **associate** is or becomes eligible for **dependent** life and/or AD&D insurance at the time of their first child's live birth, that newborn child will be covered for **dependent** life and/or AD&D insurance without enrollment, during the first 31 days of life. In order for coverage to continue after the first 31 days, the **associate** must enroll the child for such insurance before the end of the 31 day period.

Similarly, if an **associate** becomes eligible for **dependent** life and/or AD&D insurance, and their first child is other than a newborn child, that child will be covered for **dependent** life and/or AD&D insurance without enrollment, for the first 31 days following qualification as their **dependent**. For coverage to continue after that 31 day period, the **associate** must enroll the child for such insurance before the end of the 31 day period.

If an **associate** marries or becomes a **domestic partner** while they are insured, their new **spouse** will be covered for **dependent** life and/or AD&D insurance without enrollment, for the first 31 days following such event. For coverage to continue after that 31 day period the **associate** must enroll their **spouse**, for such insurance before the end of the 31 day period.

If the insurance ends because the **associate** does not enroll, the end of such insurance will not give rise to either an option to convert or an option to port such insurance.

The amount of insurance provided for the **associate's** first child and/or new **spouse** shall be the lowest amount of insurance available.

If the **associate** and the **associate's spouse** both work for the **company** and are both benefits eligible:

1. Only one of the **associates** may choose coverage for **dependent** children
2. The **associate** may not be covered as a **dependent** under the **associate's spouse's** coverage, and
3. The **associate** who is not covering the **dependents** may choose coverage for themselves only.

If the **associate** is benefits eligible, but the **associate's spouse** who works for the **company** is not, the **associate** may cover their **dependent children** and **spouse**.

Coverage will be effective the later of the dates listed below, provided the **associate** has enrolled in the Dependent Life **Plan** on or before the last day of the calendar month in which they meet the **Plan's** eligibility requirements, provided the **associate** is **actively at work**, otherwise, when the **associate** returns to active work

1. The same date the **associate's** coverage is effective when first hired;
2. The date the **dependent** is acquired, provided any required contributions are made and the **associate** has applied for **dependent** coverage within thirty (30) days of the date acquired. An adopted child will be considered acquired when the child is **placed for adoption**.
3. January 1 of the following year if coverage is elected during the annual enrollment.

A dependent's coverage effective date will be delayed if the dependent is:

- confined at home under a physician's care;
- receiving or applying to receive disability benefits from any source; or
- hospitalized



If a dependent does not meet this requirement on the date coverage (or on the date a change in coverage) would otherwise be effective, their coverage (or change in coverage) will become effective on the date the dependent is no longer confined, receiving or applying to receive disability benefits, or hospitalized.

### ***Optional Dependent Life Insurance***

**Associates** may choose -the following dependent life insurance coverage options:

1. Option 1 – Spouse: \$5,000 or \$10,000 or \$25,000
2. Option 2 – Child(ren): \$2,500 or \$5,000 or \$10,000
3. Option 3 – Spouse/Child(ren): \$5,000 Spouse/\$2,500 Child(ren) or \$10,000 Spouse/\$5,000 Child(ren) or \$25,000 Spouse/\$10,000 Child(ren)

Optional Family **dependent** life insurance may be purchased as a stand-alone benefit. This means that the **associate** is not required to purchase optional life insurance for themselves in order to be eligible to purchase optional dependent life insurance.

### ***Optional Family/Dependent Accidental Death and Dismemberment Insurance***

Unlike optional dependent life insurance, dependent accidental death and dismemberment insurance is not a stand-alone option. The **associate** must elect optional accidental death and dismemberment insurance for themselves to elect optional accidental death and dismemberment insurance coverage for their **dependents**. The amount of the **dependent's** accidental death and dismemberment insurance is a percentage of the amount of optional accidental death and dismemberment insurance the **associate** elected to purchase for themselves and the coverage options.

**Associates** may choose between three coverage options of **dependent** accidental death and dismemberment insurance coverage:

1. Spouse Only – the **spouse's** benefit will be 60% of the amount for which the **associate** is insured.
2. Child(ren) Only - each **child's** benefit will be 20% of the amount for which the **associate** is insured.
3. Spouse and /Child(ren) - **spouse's** benefit will be 50% of the amount for which the **associate** is insured and each **child's** benefit will be 10% of the amount for which the **associate** is insured.

### ***Optional Long Term Disability (LTD)***

An **associate's** optional long term disability coverage will become effective as noted below provided that the **associate** is **actively at work** on the date that coverage (or a change in coverage) would otherwise become effective. Refer to *Eligibility/Actively at Work and Long Term Disability Exclusions and Disability Limitations* for additional details.

### ***Full-Time and Part-Time Exempt and Non-Exempt, Full-Time and Part-Time Cleveland Union and Full-Time Greenville Non-Exempt Union Associates***

Participation in the Optional Buy-Up long term disability coverage is voluntary and requires the **associate** to pay the full cost of coverage. **Associates** who desire coverage must enroll in the optional long term disability coverage.

**Eligible associates** may enroll for long term disability coverage as follows:

- New Hire – on or before the last day of the calendar month in which they become eligible
- Status Change from Ineligible to Eligible – within thirty (30) days of the status change date
- Qualified Life Event - within thirty (30) days of the event date
- During any annual enrollment period

If an **associate** fails to enroll in the Optional Buy-up LTD when first eligible or within thirty (30) days of a qualifying life event, and elects to enroll at a later date, the **claims administrator** will require the **associate** to provide

satisfactory proof of good health at the **associate's** own expense. Refer to *Annual Enrollment/ Long Term Disability Insurance* for additional information.

Coverage will become effective on the latest of the dates below provided the **associate** is **actively at work** on the effective date, otherwise when the **associate** returns to active work:

1.
  - For new hires, the first day of the month coincident with or following completion of one full month of employment, if the **associate** applies on or before the last day of the calendar month in which they become eligible.
  - For **associates** becoming part of an eligible class, the date of transfer if length of service requirement has been met; or, the date **associate** meets the length of service requirement, if the **associate** applies within thirty (30) days of the status change date;
  - For **associates** with a qualified life event, the first day of the month following the event date, if the **associate** applies within thirty (30) days of the event date; or
2. the first of the month following the date the **claims administrator** approves any required proof of good health. The **claims administrator** will require this proof if the **associate** applies:
  - a. after the **associate** first met the eligibility requirements as illustrated above (including during the annual enrollment period); or
  - b. after the **associate** terminated long term disability insurance but remained in an eligible class.

## **REINSTATEMENT**

**Associates\*** who lose coverage due to an approved **leave of absence**, **layoff**, or termination of employment with the **company** are eligible for reinstatement of coverage as follows:

1. Reinstatement of coverage is available to **associates** who were previously covered under the **Plan**.
2. Rehire or return to active service must occur within one (1) year of the last day worked.
3. Coverage shall be effective on the date of rehire or return to work. Prior benefits and limitations, such as the eligibility waiting period, shall be applied with no break in coverage.

An **associate** who returns to work more than one (1) year following an approved **leave of absence**, **layoff**, or termination of employment will be considered a new **associate** for purposes of eligibility and will be subject to all eligibility requirements, including all requirements relating to the **effective date** of coverage.

**\*Cleveland and Greeneville Union (Refer to applicable Collective Bargaining Agreement)**

## **ACTIVELY AT WORK**

Coverage will become effective when the **associate** becomes eligible, provided the **associate** is **actively at work** on that date (If an **associate** is not **actively at work** on the date the **insurance** (or a change in coverage) would otherwise take effect, the benefit will take effect on the day the **associate** resumes **active work**), and an additional requirement applies to the **associate's** optional life and dependent life insurance benefit. In addition to having been **actively at work** on the date the **associate's** optional life insurance benefit is to take effect, the **associate** must also have been **actively at work** for at least twenty (20) hours during the seven (7) calendar days preceding that date.



## ANNUAL ENROLLMENT

An annual enrollment will be permitted once in each calendar year, specific dates will be announced by American Greetings. Annual enrollment is the period designated by American Greetings during which the **associate** may enroll in the **plan** if the **associate** did not do so when first eligible or change current coverage elections for the **associate** and/or eligible dependents. An **associate** must make application during the annual enrollment period to change benefit elections.

Election changes that do not require that the **associate** and/or **dependent** provide proof of good health are made effective January 1 of the following year, provided that the **associate** and/or **dependent** is **actively at work** on that date.

Election changes that require that the **associate** provide proof of good health are made effective on the later of:

1. January 1 of the following year if the proof of good health is approved before that date and the **associate** is **actively at work**.
2. The first of the month following the date the **claims administrator** approves the **associate's** proof of good health, provided that the **associate** is **actively at work**.

Refer to the provision entitled *Eligibility/When Evidence of Insurability is Required* for a listing of benefit elections for which proof of good health is required.

## SPECIAL ENROLLMENT PERIOD FOR QUALIFYING LIFE EVENTS AND CHANGE IN STATUS

**Associates** and/or **dependents** may enroll within thirty (30) days of the qualifying life event or status change under the following circumstances:

1. Marital Status Change (including **domestic partners**):
  - a. Marriage (including **domestic partners**)
  - b. Death of spouse or **domestic partner**
  - c. Divorce or annulment (including **domestic partners**)
  - d. Legal separation
2. Number of **Dependents** Change:
  - a. Birth
  - b. Adoption or placement for adoption
  - c. Death of a **dependent** child
  - d. Newly eligible **dependents**
3. **Dependent** Status Change:
  - a. **Dependent** satisfies (or ceases to satisfy) **dependent** eligibility requirements
4. Employment Status:
  - a. Commencement or termination of employment (**associate**, spouse or dependent)
  - b. Commencement of, or return from, leave of absence
  - c. Change from part-time to full-time status, or vice versa
  - d. Strike or lockout

## **WHEN EVIDENCE OF INSURABILITY IS REQUIRED (PROOF OF GOOD HEALTH)**

### ***Optional Life Insurance***

An **associate** will be required to provide satisfactory proof of good health, at the **associate's** expense, when:

The **associate** makes a request to:

- Enroll in coverage after the last day of the calendar month in which they first become eligible when they are first hired;\*
- Enroll in coverage later than thirty (30) days after a status change from ineligible to eligible;\*
- Enroll in coverage in excess of \$500,000;
- Enroll in coverage greater than three times **associate's** eligible pay;
- Increases of more than one level (for example, from one times salary to three times salary) during open enrollment or upon a qualified life event.

\*During Open Enrollment or within thirty (30) days of a qualifying life event, an **associate** who did not previously enroll for Optional Life may elect a one times salary benefit up to the non-medical issue amount without providing proof of good health.

If the **associate** does not provide proof of good health, or if such proof of good health is not accepted by the **claims administrator** as satisfactory, the amount of the **associate's** optional life insurance will be limited to the option available without proof of good health, or the amount will not be increased if the amount of coverage is already over the amount that does not require proof of good health

### ***Optional Long Term Disability***

An **associate** will be required to provide satisfactory proof of good health, at the **associate's** expense, when:

1. The **associate** does not elect Long Term Disability coverage when first eligible (such as during Open Enrollment). However, satisfactory proof of good health is not required if coverage is newly elected within thirty (30) days of a qualifying life event.

If the **associate** does not give the **claims administrator** proof of good health or the proof of good health is not accepted by the **claims administrator** as satisfactory, the **associate's** request for long term disability coverage will not be approved.

**LIFE INSURANCE AND ACCIDENTAL DEATH  
AND DISMEMBERMENT INSURANCE  
BENEFITS**

**And**

**BUSINESS TRAVEL ACCIDENTAL DEATH AND  
DISMEMBERMENT INSURANCE BENEFITS**

# LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AND BUSINESS TRAVEL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS

Life insurance and accidental death and dismemberment (AD&D) insurance provides financial protection in case of death.

## ***NAMING A BENEFICIARY***

**Associates** are asked to designate a **beneficiary(ies)** when the **associate** first enrolls for life insurance and accidental death and dismemberment insurance. This may be done online at [www.AGBenefits.com](http://www.AGBenefits.com) (Click to login to MyAGBenefits).

A **beneficiary** is the person(s) the **associate** designates to receive the life and/or accidental death and dismemberment benefit if the **associate** dies while covered under these plans. The **associate** may name anyone as the **beneficiary(ies)** and may change the **beneficiary(ies)** at any time without the consent of the **beneficiary(ies)**.

If the **associate** elects optional dependent life insurance or accidental death and dismemberment insurance for their eligible **dependents**, the **associate** will be the **beneficiary** for each covered **dependent**.

If an **associate** fails to name a **beneficiary** when the **associate** first enrolls or if the person the **associate** named dies, life insurance and AD&D benefits will be paid in the following order to:

1. The **associate's** spouse,
2. The **associate's** child(ren) in equal shares,
3. The **associate's** parent(s) in equal shares,
4. The **associate's** sibling(s) in equal shares,
5. The **associate's** estate.

If the **associate** does not have a valid beneficiary designation on file at the time of death, the **claims administrator** will send an affidavit to the person who reported the **associate's** death requesting any knowledge of any surviving family members. If a surviving family member is identified, the **claims administrator** will investigate and try to contact the family member and pay the benefit according to the order listed above. If there are no surviving family members (or none can be identified), the **claims administrator** will wait to receive appropriate estate paperwork indicating who the executor is and the estate tax number before any payments are made.

## ***ASSIGNMENT***

**Associates** may assign life insurance rights and benefits under the **plan** as a gift or as a **viatical assignment**. Accidental death and dismemberment insurance rights and benefits under the **plan** may be assigned as a gift. Assignees under such assignment are recognized as owner(s) of the **associate's** right, title and interest in the insurance benefit if the appropriate form is approved by the **claims administrator**. The form and information about the process may be obtained from the American Greetings Benefits Department.



# LIFE INSURANCE BENEFITS

## SCHEDULE OF BENEFITS

The following *Schedule of Benefits* is designed as a **quick** reference. For complete provisions of the **Plan's** benefits (including exclusions), refer to the Life Insurance Benefits section.

<b>BASIC LIFE INSURANCE</b> <i>Full-Time and Part-Time Associates</i> Provided by the <b>company</b> at no cost to eligible <b>associates</b> (excludes Field Coordinators, Revision Leads and Full-Time Merchandisers)	
<b>Basic Life Insurance for Full-Time Associates:</b> Accelerated Benefit Option	\$30,000 Up to 80% of the life amount not to exceed \$20,000
<b>Basic Life Insurance for Part-Time Associates:</b> Accelerated Benefit Option	\$10,500 Not Applicable
<b>OPTIONAL LIFE INSURANCE</b> <i>Full-Time and Part-Time Associates including Field Coordinators, Revision Leads &amp; Full-Time Merchandisers Associates</i> Participation is voluntary. Eligible <b>associates</b> must elect and pay for coverage.	
<b>Optional Life:</b>  Accelerated Benefit Option  <b>Maximum Benefit for Basic Life and Optional Life Combined</b>  <b>Non-Medical Issue Amount</b> (highest level of coverage without proof of good health required)	An amount elected by the <b>associate</b> equal to 1 to 6 times <b>eligible compensation</b> rounded to the next lower \$1,000 Up to 80% of the <b>associate's</b> optional life amount not to exceed \$500,000  The combination of 6 times the <b>associate's base annual earnings</b> and Basic Life of \$30,000 should not exceed \$4,500,000  The lesser of 3 times the <b>associate's base annual earnings</b> or \$500,000

Eligible Compensation:

1. Full-Time/Part-Time Exempt: Annual base salary as of 8/31 for open enrollment (or hire date if new hire)
2. Full-Time Nonexempt (including Cleveland Union and Greeneville Union): Hourly rate as of 8/31 for open enrollment (or hire date if new hire) multiplied by 2,080 (a 40-hour work week annualized)
3. Part-Time Nonexempt (including Cleveland Union) Field Coordinators, Revision Leads and Full-Time Merchandisers: Hourly rate multiplied by number of hours in the **Associate's** normal work week times 52 weeks

If your pay increases during the year, your life insurance benefit amount will increase as well; however, your contributions for coverage will not increase until the next annual open enrollment, to be effective January 1 of the following plan year.

<b>DEPENDENT LIFE INSURANCE</b> <i>Full-Time and Part-Time Associates including Field Coordinators, Revision Leads &amp; Full-Time Merchandisers Associates</i> Participation is voluntary. Eligible <b>associates</b> must elect and pay for coverage.	
<b>Option 1:</b> <b>Spouse Only</b> Accelerated Benefit Option	\$5,000 or \$10,000 or \$25,000 Up to 80% of the <b>spouse's</b> life amount not to exceed \$20,000
<b>Option 2:</b> <b>Child(ren) Only</b>	\$2,500 or \$5,000 or \$10,000
<b>Option 3:</b> <b>Spouse &amp; Child(ren)</b>  Accelerated Benefit Option	\$5,000 Spouse/\$2,500 Child(ren) or \$10,000 Spouse/\$5,000 Child(ren) or \$25,000 Spouse/\$10,000 Child(ren)  Up to 80% of the <b>spouse's</b> life amount not to exceed \$20,000

The accelerated benefit option is available to the **associate** or the **associate's** covered **spouse and only applies if the associate** or the **associate's** covered **spouse** has at least \$10,000 of life insurance.

## LIFE INSURANCE BENEFITS

If a **covered person** dies while covered by this plan, the life insurance benefit will be paid to the **beneficiary(ies)** when the **claim administrator** receives written proof of death. Life insurance benefits generally are payable in a single lump sum; however, the **beneficiary(ies)** may choose to receive an annuity or installment payments instead. Refer to the *Schedule of Benefits/Life Insurance Benefits* for a summary of coverage.

## ACCELERATED BENEFIT OPTION

If an **associate** or the **associate's** covered **spouse** becomes terminally ill, the **associate** may elect to have a portion of the life insurance paid while the **covered person** is still living. The benefit payment will be equal to 80% of the amount of the **covered person's** life insurance up to the maximum noted on the *Schedule of Benefits*.

The **associate's** right to be paid under this option is subject to these terms:

1. The **associate or the associate's covered spouse** has at least \$10,000 of life insurance;
2. Satisfactory proof of terminal illness is provided to the **claims administrator**;
3. The **associate** must not have assigned their life insurance or their **dependent spouse's** life insurance.

The accelerated benefit option is in lieu of the life insurance benefit that would be paid to the **beneficiary(ies)** upon the **covered person's** death. If an **associate** elects the accelerated benefit option:

1. The total amount of life insurance payable upon the **covered person's** death will be reduced by the amount paid under the accelerated benefit option, and
2. Any amount the **covered person** could otherwise have converted to an individual contract will be reduced by the amount paid under the accelerated benefit option.

Payment made under the accelerated benefit option may be taxable. The **associate** should consult a professional tax adviser for help with questions about this option. Payment of the accelerated benefit option does not affect the **covered person's** Accidental Death and Dismemberment Insurance.

## ***WILL PREPARATION SERVICE***

If an **associate** is enrolled in Optional Life insurance, a will preparation service is available through MetLife Legal Plans while coverage is in effect. There is no cost for this service. Will Preparation covers the participating plan attorney's fees for employees and their spouses for the following services:

- Telephone and office consultations to discuss the preparation or updating of the employee's and/or spouse's will
- Preparation of the will(s)
- Updating of the will(s)
- Preparation of codicils

**Associates** should contact MetLife Legal Plans directly at (800) 821-6400 to utilize this service.

## ***CONVERSION TO AN INDIVIDUAL CONTRACT***

A **covered person** may convert all or part of their life insurance to an individual whole life insurance contract if the **covered person's** coverage ends for any of the following reasons:

1. The **associate's** employment with the **company** ends.
2. A change in the **associate's** employment class, which results in the termination of life insurance benefits.
3. The group policy ends and the **associate** has been insured for this life insurance for at least five (5) years
4. For optional dependent life coverage:
  - The **associate's dependent child** reaches the maximum eligible age for coverage; or
  - The **associate's spouse** loses coverage due to divorce or legal separation.

It is your responsibility to notify the AGBenefits Service Center to cancel the policy of a spouse or dependent child. However, if you still cover other dependent child(ren), you will need to contact the contract administrator to request conversion information.

The **covered person** must apply for conversion and pay for the first month's premium:

If **associate** is given written notice of the option to convert within fifteen (15) days before or after the date **associate's** life insurance ends or is reduced, the application period begins on the date such life insurance ends or is reduced and expires sixty (60) days after that date.

If **associate** is given written notice of the option to convert more than fifteen (15) days after the date **associate's** life insurance ends or is reduced, the application period begins on the date such life insurance ends or is reduced and expires fifteen (15) days from the date of such notice. In no event will the application period exceed ninety-one (91) days from the date **associate's** life insurance ends or is reduced.

Evidence of insurability is not required. The **covered person** must pay premiums on a timely basis to continue coverage.

There is no conversion option for AD&D coverage for **associates** that fail to enroll their **dependent** within the thirty-one (31) day enrollment period for a new family member.

### ***Conversion Forms***

Life insurance conversion forms are available through the **claims administrator**. **Associates** will be sent this information from the **claims administrator** when an **associate** experiences one of the events listed above. **Associates** can speak with the **claims administrator** for assistance with the application process.

### ***Effect of Death During Conversion Period***

If a **covered person** dies within thirty-one (31) days after their life insurance ends, proof of death should be submitted to the **claims administrator**. The **claims administrator** will review the claims and if approved, will pay the **beneficiary(ies)** the amount of life insurance the **covered person** was entitled to convert.

### ***PORTABILITY FEATURE (Basic Life, Optional Life & Dependent Life)***

The portability feature is applicable to **associate's** basic life, optional **associate** and optional **dependent** life insurance.

1. The **associate** may request to continue basic and/or optional **associate** and optional **dependent** life insurance under another group policy at the **associate's** own expense if such insurance ends because:
  - a. The **associate's** employment ends; or
  - b. The **associate** ceases to be in a class that is eligible for such insurance.
2. The **associate's spouse** may request to continue optional **dependent** life insurance on their life under another group policy, at the **spouse's** own expense, if such insurance ends because the marriage ends in divorce or annulment.
3. The **associate's spouse** may request to continue optional **dependent** life insurance on their life and on the life of their child(ren) under another group policy, at the **spouse's** own expense, if such insurance ends because of the **associate's** death.

The cost of coverage under the portability feature is based on the **associate's** and/or **spouse's** age and coverage amount as of December 31st of the current calendar year. The cost for **dependent** child coverage is a flat dollar amount multiplied by the benefit level. Rates are subject to change.

### ***Amount of Coverage***

The maximum amount of optional life insurance that the **associate** may continue on themselves is the lesser of:

1. the total amount of all such insurance in effect immediately prior to the date it ends; and
2. \$2,000,000.

The minimum amount of optional life insurance that may be continued is \$10,000.

The maximum amount of optional life insurance that the **associate** may continue on behalf of a **spouse** is the lesser of:

1. the total amount of insurance in effect immediately prior to the date it ends; and
2. \$250,000.

The minimum amount of optional life insurance that may be continued on behalf of a **spouse** is \$2,500 (\$10,000 when porting spouse life insurance alone)

The maximum amount of optional life insurance that may be continued on behalf of a **dependent child** is the lesser of:

1. the total amount of insurance in effect immediately prior to the date it ends; and
2. \$25,000.

The minimum amount of optional life insurance that may be continued on behalf of a **dependent child** is \$1,000.



## ***Portability Feature Application Period***

The application period for portable term coverage is:

1. thirty-one (31) days from the date basic life and/or optional life coverage ends **or**
2. forty-five (45) days from the date the application is given to the **covered person**, if notice is given more than fifteen (15) days but less than ninety (90) days after the date benefits were terminated.

The **claims administrator** will send the **covered person's** initial monthly bill directly to the **covered person's** home address.

## ***Effect on Conversion***

Any amount of basic life and/or optional life insurance not continued under this provision may be converted under the section entitled *Conversion to an Individual Contract*.

## ***Portability Forms***

Life insurance portability forms are available through the **claims administrator**. The claims administrator will send **associates** this information when an **associate** or one of the **associate's** covered **dependents** experiences one of the events listed above.

## ***Effect of Death During Portability Period***

If a **covered person** dies within thirty-one (31) days after their optional life insurance ends, and an application for the portability feature was not submitted, the **claims administrator** will evaluate the claim in accordance with the section entitled *Conversion To An Individual Contract*. If an application for the portability feature was received by the **claims administrator** during the allowable period, the **claims administrator** may only pay benefits for the coverage applied for under the portability feature.

## ***LIFE INSURANCE EXCLUSIONS APPLIED TO OPTIONAL LIFE AND DEPENDENT LIFE COVERAGE***

The following exclusion applies to optional life or optional **dependent** life insurance coverage.

The **plan** will not pay benefits under the optional life and dependent life plan if the **covered person** commits suicide within two (2) years from the date the **covered person's** life insurance takes effect. In the event of suicide, the claims administrator will return any premium paid by the **associate** to the **beneficiary**. If the **covered person** commits suicide within two (2) years from the date an increase in life insurance takes effect, the **plan** will pay to the **beneficiary** the amount of insurance in effect on the day before the increase. Any premium the **associate** paid for the increase will be returned to the **beneficiary**.

## ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

Accidental death and dismemberment (AD&D) insurance provides financial protection for the **associate** and the **associate's** family in the event of accidental death or **injury**. Refer to the *Schedule of Benefits/Accidental Death and Dismemberment Benefits* for a schedule of covered losses.

If a **covered person** dies within twelve (12) months of a covered accidental **injury**, the AD&D full amount that applies to the person suffering the accident will be paid to the **beneficiary(ies)** as long as the death was a direct result of a bodily injury sustained from that accident, independent of other causes. If a benefit is paid for an accidental loss suffered before the **covered person** dies (for example, for dismemberment), that amount will be deducted from the AD&D full amount paid to the **beneficiary(ies)**.

A **covered person** will be presumed to have died as a result of an accidental injury if the aircraft or other vehicle in which the **covered person** is traveling disappears, sinks or is wrecked and the **covered person's** body is not found within one (1) year of the date the aircraft or vehicle was scheduled to have arrived at its destination, or, if not a common carrier, the date the **covered person** was reported missing to authorities.

The **claim administrator** will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

## SCHEDULE OF BENEFITS

The following *Schedule of Benefits* is designed as a quick reference. For complete provisions of the **Plan's** benefits, including covered deaths, accidents and exclusions refer to the Accidental Death and Dismemberment Insurance section.

<b>BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE</b> <i>Full-Time and Part-Time Associates</i> Provided by the <b>company</b> at no cost to eligible <b>associates</b> (excludes Field Coordinators, Revision Leads and Full-Time Merchandisers <b>Associates</b> ).	
<b>Basic Accidental Death and Dismemberment (AD&amp;D) Insurance:</b>  <b>Full Amount for AD&amp;D</b> For Active <b>Associates</b>  <b>Additional Benefits</b> Seat Belt Benefit, Air Bag Benefit, Common Carrier Benefit	An amount equal to the <b>Associate's</b> Life Insurance  Yes
<b>ASSOCIATE OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE</b> <i>Full-Time and Part-Time Associates including Field Coordinators, Revision Leads &amp; Full-Time Merchandisers Associates</i>  Participation is voluntary. Eligible <b>associates</b> must elect and pay for coverage.	
<b>Optional Accidental Death and Dismemberment (AD&amp;D) Insurance:</b>  <b>Full Amount for AD&amp;D</b> For Active <b>Associates</b>  <b>Additional Benefits</b> Seat Belt Benefit, Air Bag Benefit, Common Carrier Benefit, Child Care Benefit, Child Education Benefit, Spouse Education Benefit, Hospital Confinement Benefit, Workplace Felonious Assault Benefit, Common Disaster Benefit and Home/Vehicle Modification	An amount elected by the <b>associate</b> equal to 1 to 6 times <b>eligible compensation</b> rounded to the next lower \$1,000  Yes
<b>Maximum Benefit for Basic Accidental Death and Dismemberment (AD&amp;D) and Optional Accidental Death and Dismemberment (AD&amp;D) Combined</b>	\$1,500,000

<b>DEPENDENT OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE</b> <i>Full-Time and Part-Time <b>Associates</b> including Field Coordinators, Revision Leads &amp; Full-Time Merchandisers <b>Associates</b></i>	
<b>Dependents Optional Accidental Death and Dismemberment (AD&amp;D) Insurance for:</b> <b>Full Amount for AD&amp;D</b>	
For Spouse and Child(ren)	An amount equal to: (a) 50% for Spouse Only; and (b) 10% for each Child of the <b>Associate's</b> optional AD&D Insurance
For Spouse Only	An amount equal to 60% of the <b>Associate's</b> optional AD&D Insurance
For Child(ren) Only	An amount equal to 20% of the <b>Associate's</b> optional AD&D Insurance for each child
<b>SCHEDULE OF COVERED LOSSES FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE</b> <i>(applies to all <b>associate</b> and <b>dependent</b> coverage)</i> All amounts listed are stated as a percentage of the Full Amount	
<b>Covered Losses</b>	
Loss of Life	100%
Loss of hand permanently severed at or above the wrist but below the elbow	50%
Loss of foot permanently severed at or above the ankle but below the knee	50%
Loss of an arm permanently severed at or above the elbow	75%
Loss of a leg permanently severed at or above the knee	75%
<b>Loss of sight</b> in one eye	50%
Loss of any combination of hand, foot, or <b>loss of sight</b> of one eye	100%
<b>Loss of the thumb and index finger of same hand</b>	25%
<b>Loss of speech</b> and <b>loss of hearing</b>	100%
<b>Loss of speech</b> or <b>loss of hearing</b>	50%
<b>Paralysis</b> of both arms and both legs	100%
<b>Paralysis</b> of both legs	50%
<b>Paralysis</b> of the arm and leg on either side of the body	50%
<b>Paralysis</b> of one arm or leg	25%
<b>Brain Damage</b>	100%
<b>Coma</b>	1% monthly beginning on the 7 <sup>th</sup> day of the <b>Coma</b> for the duration of the <b>Coma</b> to a maximum of 60 months

Refer to *Accidental Death and Dismemberment Insurance Benefits* for complete details.

## ***DISMEMBERMENT AND PARALYSIS BENEFIT***

If a **covered person** suffers any one of the losses listed in the *Schedule of Benefits/Accidental Death and Dismemberment Benefits* within twelve (12) months of an accidental **injury**, a percentage of the AD&D full amount will be paid to the **associate** as long as the loss was a direct result of a bodily **injury** sustained from that accident, independent of other causes.

If a **covered person** suffers more than one (1) of the noted losses as the result of the same accident, the amount the **plan** will pay on behalf of any **covered person** will not exceed the full amount.

## ***ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS***

The following additional accidental death and dismemberment benefits apply to both basic and **associate** and dependent optional accidental death and dismemberment insurance coverage.

### ***Air Bag Benefit***

If an **air bag** is deployed for a **covered person** during an accident and the **covered person** dies as a result of the accident while driving or riding in a **passenger car** and wearing a properly fastened **seat belt**, the **plan** will pay an additional benefit of 5% of the AD&D full amount to a maximum of \$10,000 and minimum of \$1,000.

When the **air bag** and **seat belt** benefit both apply, the combined additional benefit will not exceed 15% of the AD&D full amount, to a combined maximum of \$35,000.

### ***Seat Belt Benefit***

The **seat belt** benefit provides an additional benefit equal to 10% of the AD&D full amount, subject to a minimum benefit of \$1,000, up to a maximum of \$25,000 if the **covered person** dies from injuries sustained in an accident while driving or riding as a passenger in a **passenger car**, provided that the **associate** was wearing a properly fastened **seat belt** at the time of the accident. When the **air bag** and **seat belt** benefit both apply, the combined additional benefit will not exceed 15% of the AD&D full amount, to a combined maximum of \$35,000.

The correct position of the seat belt must be certified by the investigating officer or included in the official accident report, and a copy of the police report must be submitted with a claim for this benefit.

### ***Brain Damage Benefit***

**Brain damage** is a covered loss that pays a benefit equal to 100% of the AD&D full amount as long as the **brain damage** manifests itself within thirty (30) days of the accidental injury, the injured party requires hospitalization for at least five (5) days and the brain damage persists for twelve (12) consecutive months after the injury.

### ***Coma Benefit***

**Coma** is a covered loss that provides a benefit amount of 1% monthly (beginning on the 7<sup>th</sup> day) of the AD&D full amount up to a maximum of sixty (60) months if the **associate** goes into a **coma** as a result of an accidental injury and independent of other causes. Such state must begin within thirty (30) days of the accidental injury and continue for seven (7) consecutive days.

### ***Common Carrier Benefit***

The **common carrier** benefit pays an additional benefit in an amount equal to 100% of the AD&D full amount if the **associate** or covered dependent dies as a result of an accidental injury while traveling in a common carrier.

## **ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS for DEPENDENT COVERAGE**

The following additional accidental death and dismemberment benefits are available to **covered persons** only if the **associate** is enrolled in the optional accidental death and dismemberment insurance coverage for **associates** and **dependents**.

### **Child Care Benefit**

The child care benefit provides an additional amount equal to the **child care center** charge up to a maximum of \$5,000 per year and an overall maximum of 12% of the AD&D full amount for each eligible dependent child, up to twelve (12) years of age, to attend a licensed **child care center** for up to four (4) consecutive years as long as the eligible child is enrolled in a **child care center** at the time of the **associate's** or **spouse's** accidental death; or a child is enrolled in a **child care center** within (twelve) 12 months after the date of death.

This benefit is paid quarterly when the **claims administrator** receives proof that the **child care center** charges have been paid. Payment is made to the person who pays the charges on behalf of the child(ren).

If there is no child who could qualify for this benefit, the **claims administrator** will pay \$1,000 to the **associate's beneficiary** in one (1) lump sum.

### **Child Education Benefit**

The child education benefit provides an additional benefit equal to the tuition charges for each eligible **dependent** child to attend college or another accredited institution for up to four (4) consecutive years as long as the child is: enrolled as a full-time student in an accredited college, university or vocational school above the 12th grade level at the time of the **associate's** or **spouse's** death; or is at the 12th grade level and, within one (1) year after the **associate's** or **spouse's** accidental death, enrolls as a full-time student in an accredited college, university or vocational school. The benefit amount will not exceed \$10,000 per year and an overall maximum of 20% of the **associate's** AD&D full amount.

If there is no child who could qualify for this benefit, the **claims administrator** will pay \$1,000 to the **associate's beneficiary** in one (1) lump sum.

### **Common Disaster Benefit**

If the **associate** and the **associate's** covered **spouse** are injured in the same accident and die within 365 days as a result of injuries sustained in the accident, the **spouse's** benefit amount will be increased to 100% of the optional AD&D amount payable for the **associate's** loss of life.

### **Hospital Confinement Benefit**

This benefit applies to the **associate** and covered dependents and pays an additional monthly benefit equal to 1% of the AD&D full amount if a **covered person** is confined in a **hospital** as a result of an accidental **injury**. Benefits begin on the fifth (5<sup>th</sup>) day of continuous confinement and are subject to a monthly limit of \$2,500 and a maximum duration of twelve (12) continuous months of confinement.

Benefits will be determined on a pro-rated basis for a partial month of confinement. If the **covered person** has more than one (1) confinement for any one (1) accident, the **claims administrator** will pay for just one **hospital** confinement (the first one).

### **Spouse Education Benefit**

If the **associate's** spouse is enrolled as a full-time student in an accredited school on the date the covered **associate** dies, or enrolls in such a school within twelve (12) months of the **associate's** death, an additional amount will be paid equal to the tuition charges for one (1) academic year up to \$5,000. The overall maximum



additional benefit is 3% of the AD&D full amount. If there is no **spouse** who could qualify for this benefit, the **claims administrator** will pay \$1,000 to the **associate's** beneficiary in one (1) lump sum.

### ***Workplace Felonious Assault Benefit***

This benefit pays an additional 20% of the AD&D full amount, up to a maximum of \$20,000 if the **associate** suffers a covered loss resulting from an accidental **injury** caused by a felonious assault committed at the **company's** worksite or while the **associate** is engaged in business for the **company** (not counting working from home or regular commuting), by someone other than the **associate**, the **associate's** immediate family member, or another **associate** of the **company**.

Immediate family member means the **associate's** spouse, the **associate's** and/or the **associate's** spouse's child(ren), parents, siblings, grandparents, and grandchild(ren). Subject to state variation.

### ***Home/Vehicle Modification Benefit***

This benefit pays an additional 10% of the AD&D full amount, up to a maximum of \$10,000 if due to an accidental injury, alterations to the **covered person's** primary residence are required in order to make the residence habitable by them; or, to make alterations to one vehicle which is owned or leased by the **covered person** in order to make the vehicle drivable or accessible to them. Any alterations to the primary residence must be completed by a licensed contractor.

## ***PORTABILITY FEATURE (Optional AD&D and Dependent AD&D)***

The portability feature is applicable to **associate's** optional AD&D and optional **dependent** AD&D insurance.

1. The **associate** may request to continue optional **associate** and optional **dependent** AD&D insurance under another group policy at the **associate's** own expense if such insurance ends because:
  - a. The **associate's** employment ends; or
  - b. The **associate** ceases to be in a class that is eligible for such insurance.
2. The **associate's spouse** may request to continue optional **dependent AD&D** insurance on their life under another group policy, at the **spouse's** own expense, if such insurance ends because the marriage ends in divorce or annulment.
3. The **associate's spouse** may request to continue optional **dependent AD&D** insurance on their life and on the life of their child(ren) under another group policy, at the **spouse's** own expense, if such insurance ends because of the **associate's** death.

The cost of coverage under the portability feature is based on the **associate's** and/or **spouse's** age and coverage amount as of December 31st of the current calendar year. The cost for **dependent** child coverage is a flat dollar amount multiplied by the benefit level. Rates are subject to change.

### ***Amount of Coverage***

The maximum amount of optional AD&D insurance that the **associate** may continue on themselves is the lesser of:

1. the total amount of all such insurance in effect immediately prior to the date it ends; and
2. \$2,000,000.

The minimum amount of optional AD&D insurance that may be continued is \$10,000.

The maximum amount of optional AD&D insurance that the **associate** may continue on behalf of a **spouse** is the lesser of:

1. the total amount of insurance in effect immediately prior to the date it ends; and
2. \$250,000.

The minimum amount of optional AD&D insurance that may be continued on behalf of a **spouse** is \$2,500 (\$10,000 when porting spouse AD&D insurance alone)

The maximum amount of optional AD&D insurance that may be continued on behalf of a **dependent child** is the lesser of:

1. the total amount of insurance in effect immediately prior to the date it ends; and
2. \$25,000.

The minimum amount of optional AD&D insurance that may be continued on behalf of a **dependent child** is \$1,000.

### ***Portability Feature Application Period***

The application period for portable term coverage is:

1. thirty-one (31) days from the date optional AD&D coverage ends **or**
2. forty-five (45) days from the date the application is given to the **covered person**, if notice is given more than fifteen (15) days but less than ninety (90) days after the date benefits were terminated.

The **claims administrator** will send the **covered person's** initial monthly bill directly to the **covered person's** home address.

### ***Portability Forms***

Optional AD&D insurance portability forms are available through the **claims administrator**. The claims administrator will send **associates** this information when an **associate** or one of the **associate's** covered **dependents** experiences one of the events listed above.

## ***ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS***

The **plan** will not pay benefits under this section for any loss caused or contributed to by:

1. Physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. Infection, other than infection occurring in an external accidental wound or from food poisoning;
3. Suicide or attempted suicide;
4. Intentionally self-inflicted injury;
5. Any incident related to:
  - a. travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger;
  - b. travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - c. parachuting or otherwise exiting from an aircraft while such aircraft is in flight, except for self-preservation;
  - d. travel in an aircraft or device used:
    - for testing or experimental purposes;
    - by or for any military authority; or
    - for travel or designed for travel beyond the earth's atmosphere;
6. Committing or attempting to commit a felony;
7. The voluntary intake or use by any means of:
  - a. any drug, medication or sedative, unless it is:

- taken or used as prescribed by a Physician, or
- an “over the counter” drug, medication or sedative taken as directed;
- b. alcohol in combination with any drug, medication, or sedative; or
- c. poison, gas, or fumes.

### ***Exclusion for Intoxication***

The ***plan*** will not pay benefits under this section for any loss if the injured party is ***intoxicated*** at the time of the incident and is the operator of a vehicle or other device involved in the incident.

***Intoxicated*** means that the injured person’s blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

## BUSINESS TRAVEL ACCIDENT (BTA) BENEFITS

### SCHEDULE OF BENEFITS

The following *Schedule of Benefits* is designed as a quick reference. For complete provisions of the **Plan's** benefits, including covered accidents and exclusions refer to the Business Travel Accidental Death and Dismemberment Insurance section.

<b>BUSINESS TRAVEL ACCIDENTAL DEATH AND DISMEMBERMENT (AD&amp;D) INSURANCE</b> Provided by the <b>company</b> at no cost to eligible <b>associates</b> and their eligible <b>dependents</b> .		
<b>Class 1</b>	Includes Active full-time and part-time (working 20+ hours) benefits eligible Non-Union, Exempt and Non-Exempt <b>associates</b> . (Excludes Field Coordinators, Revision Leads, Merchandisers and unions)	An amount equal to 3 times the <b>associate's base annual earnings</b> rounded to the next lower \$1,000 with a maximum of \$3,000,000*
<b>Class 2</b>	Spouses of Class 1 and 5 covered <b>associates</b>	\$75,000
<b>Class 3</b>	Child(ren) of Class 1 and 5 covered <b>associates</b>	\$25,000
<b>Class 5</b>	Executives in job class 323, 324 or 325	An amount equal to 3 times the <b>associate's base annual earnings</b> rounded to the next lower \$1,000 with a maximum of \$3,000,000*
Class 4 intentionally omitted as no longer a covered class		
<b>Additional Benefits (applies to associates and dependents)</b>  Seat Belt Benefit and Air Bag Benefit		Yes
<b>Aggregate Maximum</b>		\$30,000,000*
*The <b>plan</b> will not pay more than the aggregate maximum for all losses and injuries sustained by all <b>covered persons</b> under this plan as a result of any one (1) <b>covered accident</b> or series or combination of <b>covered accidents</b> directly arising out of one (1) or more associated events. If the total amount claimed by all <b>covered persons</b> is greater than this amount, then the amount the <b>plan</b> will pay to each <b>covered person</b> will be reduced in the same proportion, so that the total amount does not exceed the aggregate maximum.		

<b>SCHEDULE OF COVERED LOSSES FOR BUSINESS TRAVEL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE</b> (applies to all <b>associate</b> and <b>dependent</b> coverage unless otherwise noted)	
All amounts listed are stated as a percentage of the Full Amount	
<b>Covered Losses</b>	
Loss of Life	100%
Loss of hand permanently severed at or above the wrist but below the elbow	50%
Loss of foot permanently severed at or above the ankle but below the knee	50%
Loss of an arm permanently severed at or above the elbow	50%
Loss of leg permanently severed at or above the knee	50%
<b>Loss of sight</b> in one eye	50%
<b>Loss of the thumb and index finger of same hand</b>	25%
<b>Loss of speech</b> and <b>loss of hearing</b>	100%
<b>Loss of speech</b> or <b>loss of hearing</b>	50%
<b>Paralysis</b> of both arms and both legs	100%
<b>Paralysis</b> of both legs	50%
<b>Paralysis</b> of the arm and leg on either side of the body	50%
<b>Paralysis</b> of one arm or leg	25%
<b>Total and Permanent Disability – applies to associates only</b>  For the purpose of the Total and Permanent Disability provision, “Total and Permanent Disability” means that due to an accidental injury sustained in a <b>covered accident</b> for which the <b>associate</b> is eligible, the <b>associate</b> is expected never again to be able to do their job; and is expected never again to be able to do any work at all for wage or profit. The accidental injury must be the direct and sole cause of the total and permanent disability.  Benefit Waiting Period means the period of time from the onset of the total and permanent disability continuing without interruption for twelve (12) consecutive months.  Proof of Disability must be sent no later than one (1) year after the completion of the benefit waiting period. The <b>claims administrator</b> may from time to time request that the <b>associate</b> provide proof of continued total and permanent disability.  Monthly Benefits will be paid until the earliest of the following dates: the date the <b>associate</b> dies; fails to be totally and permanently disabled (or provide proof of total and permanent disability); reaches age 70; or the dated the total sum of all benefits equals the Full Amount.	Up to the lesser of the Full Amount or \$500,000 payable in installments of 1% monthly beginning after the Benefit Waiting Period up to a maximum of sixty (60) months. The balance of the Full Amount, if any, will be paid in a lump sum.

Refer to *Business Travel Accidental Death and Dismemberment Insurance Benefits* for complete details.

## ***BUSINESS TRAVEL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS***

Business travel accidental death and dismemberment (BTAD&D) insurance provides financial protection for the **associate** and the **associate's** family in the event of accidental death or **injury** that occurs during a **covered accident** while traveling on business for the **company**.

If a **covered person** dies within 365 days of **covered accident**, the BTAD&D full amount that applies to the person suffering the **covered accident** will be paid to the **beneficiary(ies)** as long as the death was a direct result of a bodily injury sustained from that **covered accident**, independent of other causes. If a benefit is paid for an accidental loss suffered before the **covered person** dies (for example, for dismemberment), that amount will be deducted from the BTAD&D full amount paid to the **beneficiary(ies)**.

A **covered person** will be presumed to have died as a result of a **covered accident** if the aircraft or other vehicle in which the **covered person** is traveling disappears, sinks or is wrecked and the **covered person's** body is not found within one (1) year of the date the aircraft or vehicle was scheduled to have arrived at its destination, or, if not a common carrier, the date the **covered person** was reported missing to authorities.

The **claim administrator** will deem a loss to be the direct result of a **covered accident** if it results from unavoidable exposure to the elements and such exposure was a direct result of a **covered accident**.

## ***DISMEMBERMENT AND PARALYSIS BENEFIT***

If a **covered person** suffers any one (1) of the losses listed in the *Schedule of Benefits/Business Travel Accidental Death and Dismemberment Benefits* within 365 days of a **covered accident**, a percentage of the BTAD&D full amount will be paid to the **associate** as long as the loss was a direct result of a bodily **injury** sustained from that **covered accident**, independent of other causes.

If a **covered person** suffers more than one (1) of the noted losses as the result of the same **covered accident**, the amount the **plan** will pay on behalf of any **covered person** will not exceed the full amount.

## ***DEPENDENT COVERAGE LIMITATIONS***

Coverage provided for eligible **dependents** will be for the risks and for the time periods described in the applicable **covered accident(s)** noted in the *Business Travel Accidental Death and Dismemberment Benefits/Covered Accidents* provision except as follows:

1. Coverage will only be provided for **dependents** who are traveling for the purpose of accompanying or joining the **associate** while "traveling on business" as defined in the applicable **covered accident**;
2. Coverage will begin when the **dependent** leaves their residence or other location for the purpose of traveling to the destination which is the object of the **associate's** business travel; and
3. Coverage will end upon the earlier of:
  - a. the return of the **associate's dependent** to their residence; and
  - b. when the **associate's** coverage for such business travel ends if the **dependent** remains behind or travels to any location other than their place of residence.

The above exceptions do not apply to the **covered accident** for relocation business travel.

No person may be covered as a **dependent** of more than one (1) **associate** at the same time. If a **dependent** could be considered to be the **dependent** of more than one (1) **associate** at the time of a covered accident, the plan will consider that person to be the **dependent** of the **associate** for which the greatest benefit is provided.



## COVERED ACCIDENTS

### **24-Hour Business Travel (Applies to Classes 1, 2 and 3)**

The **plan** will pay the benefit amount(s) stated in the *Schedule of Benefits/Business Travel Accidental Death and Dismemberment Benefits* if, while “traveling on business” for the **company**, an accidental bodily injury resulting in a covered loss is sustained.

“Traveling on Business” means, for the purposes of this **covered accident**, that the **associate** is on a business trip requested, authorized or consented to by the **company**, for the purpose of furthering the business of the **company** and at the expense of the **company**.

“Traveling on Business” starts when the **associate** leaves from their residence, regular place of employment or other location (whichever occurs last), for the purpose of traveling to the destination of the business trip. The business trip ends when the **associate** returns to or arrives at their residence or regular place of employment (whichever occurs first).

In general, “Traveling on Business” does not include:

1. Travel between the **associate's** residence and regular place of employment;
2. Regular driving assignments for truck drivers, delivery persons, chauffeurs and other commercial drivers employed by the **company**;
3. Leaves of absence;
4. Vacations; or
5. Personal Deviations (travel or activity not reasonably related to the business of the **company** or not incidental to the business trip and not at the expense of the **company**).

(Certain **associate** coverage includes 1-5 above and they will receive a separate appendix A to this SPD.)

The **plan** will deem that the **associate's** regular place of employment has changed and that “Traveling on Business” has ended if:

1. The **associate** is expected to remain in the location to which they have “Traveled on Business” for more than thirty (30) days; or
2. The **company** deems a new location to be the **associate's** regular place of employment.

### **24-Hour Business and Pleasure (Applies to Class 5)**

The **plan** will pay the benefit amount(s) stated in the *Schedule of Benefits/Business Travel Accidental Death and Dismemberment Benefits* if an accidental bodily injury resulting in a covered loss is sustained.

### **Extraordinary Commutation Business Travel (Applies to Class 1)**

This **covered accident** applies only to covered **associates** (is not applicable to **dependents**).

The **plan** will pay the benefit amount(s) stated in the *Schedule of Benefits/Business Travel Accidental Death and Dismemberment Benefits* if, while “Traveling on Business” for the **company**, an accidental bodily injury resulting in a covered loss is sustained.

“Traveling on Business” means, for the purposes of this **covered accident**, that the **associate** is commuting between their residence and regular place of employment at the **company's** premises and such commuting is required due to the discontinuance of service of public transportation as a result of a strike or mechanical failure requiring the **associate** to pursue other options for commuting.

“Traveling on Business” does not include:

1. Regular driving assignments for truck drivers, delivery persons, chauffeurs and other commercial drivers employed by the **company**;
2. Any travel, activity or commuting not reasonably related or incidental to "Traveling on Business" as defined above.

### ***Relocation Travel (Applies to Classes 1, 2 and 3)***

The **plan** will pay the benefit amount(s) stated in the *Schedule of Benefits/Business Travel Accidental Death and Dismemberment Benefits* if, during "Relocation Travel", an accidental bodily injury resulting in a covered loss is sustained.

"Relocation Travel" means, for the purposes of this **covered accident**, travel needed because of a change in the **associate's** regular place of employment which requires the **associate** to seek a new residence. The "Relocation Travel" must be requested, authorized or consented to by the **company** and at the expense of the **company**.

"Relocation Travel" includes:

1. The search for a new residence;
2. Activities related to settlement or closing on the new residence; and
3. Moving to the new residence.

"Relocation Travel" does not include:

1. Travel between the **associate's** new residence and new regular place of employment;
2. Regular driving assignments for truck drivers, delivery persons, chauffeurs and other commercial drivers employed by the **company**;
3. Leaves of absence;
4. Vacations; or
5. Personal Deviations (travel or activity not reasonably related to the **associate's** relocation or not incidental to the relocation trip and not at the expense of the **company**).

If the **associate** is searching for a new residence or is closing on a new residence, "Relocation Travel" starts when the **associate** leaves from their current residence or current place of employment or other location (whichever occurs last) for the purpose of searching for or closing on their new residence. The period ends on the earliest of:

1. The **associate's** return to their current residence; or
2. The **associate's** return to their current regular place of employment.

If the **associate's dependent** is searching for the new residence or is closing on the new residence, "Relocation Travel" starts when the **dependent** leaves from the **associate's** current residence or other location (whichever occurs last) for the purpose of searching for or closing on the new residence and ends on the **dependent's** return to the current residence.

If the **associate** is moving to their new residence, "Relocation Travel" starts when the **associate** leaves from their prior residence or other location (whichever occurs last) for the purpose of moving to their new residence. The period ends on the earliest of:

1. The **associate's** arrival at their new residence; or
2. The **associate's** arrival at their new regular place of employment.

If the **associate's dependent** is moving to the **associate's** new residence, "Relocation Travel" starts when the **associate's dependent** leaves from the **associate's** prior residence or other location (whichever occurs last) for the purpose of moving to the **associate's** new residence and ends on the **associate dependent's** arrival at the **associate's** new residence.

### ***Personal Deviation Business Travel (Applies to Classes 1, 2 and 3)***

The **plan** will pay the benefit amount(s) stated in the *Schedule of Benefits/Business Travel Accidental Death and Dismemberment Benefits* if, while making a “Personal Deviation”, an accidental bodily injury resulting in a covered loss is sustained and the “Personal Deviation”:

1. Takes place while on a business trip requested, authorized or consented to by the **company**, for the purpose of furthering the business of the **company** and at the expense of the **company**;
2. Takes place more than 100 miles from the **associate's** primary residence or regular place of employment;
3. Is not longer than seven (7) days; and
4. Is not done during chargeable vacation time or leaves of absence.

“Personal Deviations” means travel or activity not reasonably related to the business of the **company** or not incidental to the business trip and not at the expense of the **company**.

### ***Terrorist Act Business Travel (Applies to All Classes)***

The **plan** will pay the benefit amount(s) stated in the *Schedule of Benefits/Business Travel Accidental Death and Dismemberment Benefits* if as a direct result of a “Terrorist Act” while “Traveling on Business” for the **company**, an accidental bodily injury resulting in a covered loss is sustained.

“Terrorist Act” means a politically or socially-motivated act of violence carried out by an individual or group of persons who may or may not be operating on behalf of a sovereign state with the intent of changing political or social policy. A terrorist act does not include any act of violence carried out by a branch of the armed forces of a sovereign state.

“Traveling on Business” means, for the purposes of this **covered accident**, that the **associate** is on a business trip requested, authorized or consented to by the **company**, for the purpose of furthering the business of the **company** and at the expense of the **company**.

“Traveling on Business” starts when the **associate** leaves from their residence, regular place of employment or other location (whichever occurs last), for the purpose of traveling to the destination of the business trip. The business trip ends when the **associate** returns to or arrives at their residence or regular place of employment (whichever occurs first).

Traveling on Business does not include:

1. Travel between the **associate's** residence and regular place of employment;
2. Regular driving assignments for truck drivers, delivery persons, chauffeurs and other commercial drivers employed by the **company**;
3. Leaves of absence;
4. Vacations; or
5. Personal Deviations (travel or activity not reasonably related to the business of the **company** or not incidental to the business trip and not at the expense of the **company**);
6. Travel to, from and within the following countries: Afghanistan, Algeria, Burundi, Chad, Chechnya, Colombia, Cote d' Ivoire, Democratic Republic of the Congo, Georgia, Guinea, Haiti, Iran, Iraq, Lebanon, Liberia, North Korea, Saudi Arabia, Somalia, Sudan, Syria and Tajikistan.

The **plan** will deem that the **associate's** regular place of employment has changed and that “Traveling on Business” has ended if:

1. The **associate** is expected to remain in the location to which they have “Traveled on Business” for more than thirty (30) days; or
2. The **company** deems a new location to be the **associate's** regular place of employment.

The exclusion of a "Terrorist Act" does not apply to this **covered accident**.

### **War Risk Business Travel (Applies to All Classes)**

The **plan** will pay the benefit amount(s) stated in the *Schedule of Benefits/Business Travel Accidental Death and Dismemberment Benefits* if an accidental bodily injury resulting in a covered loss is sustained and the injury is a direct result of war, whether declared or undeclared, or an act of war.

#### **Area Covered**

War or acts of war occurring in any part of the world are covered except for such acts occurring in:

1. Named countries as on file with the **administrator**;
2. The United States, its territories and possessions; and
3. A **covered person's** country of domicile.

"Traveling on Business" means, for the purposes of this **covered accident**, that the **associate** is on a business trip requested, authorized or consented to by the **company**, for the purpose of furthering the business of the **company** and at the expense of the **company**.

"Traveling on Business" starts when the **associate** leaves from their residence, regular place of employment or other location (whichever occurs last), for the purpose of traveling to the destination of the business trip. The business trip ends when the **associate** returns to or arrives at their residence or regular place of employment (whichever occurs first).

Traveling on Business does not include:

1. Travel between the **associate's** residence and regular place of employment;
2. Regular driving assignments for truck drivers, delivery persons, chauffeurs and other commercial drivers employed by the **company**;
3. Leaves of absence;
4. Vacations; or
5. Personal Deviations (travel or activity not reasonably related to the business of the **company** or not incidental to the business trip and not at the expense of the **company**).

The **plan** will deem that the **associate's** regular place of employment has changed and that "traveling on business" has ended if:

1. The **associate** is expected to remain in the location to which he/she has "traveled on business" for more than thirty (30) days; or
2. the **company** deems a new location to be the **associate's** regular place of employment.

The exclusion of a "war and acts of war" does not apply to this **covered accident**.

## **ADDITIONAL BUSINESS TRAVEL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

### **Air Bag Benefit**

If an **air bag** is deployed for a **covered person** during a **covered accident** and the **covered person** dies as a result of the accident while driving or riding in a **passenger car** and wearing a properly fastened **seat belt**, the **plan** will pay an additional benefit of 5% of the BTAD&D full amount subject to a minimum of \$1,000 and a maximum of \$15,000.

### ***Seat Belt Benefit***

The seat belt benefit provides an additional benefit equal to 10% of the BTAD&D full amount, subject to a minimum benefit of \$1,000, up to a maximum of \$50,000 if the ***covered person*** dies from injuries sustained in a ***covered accident*** while driving or riding as a passenger in a ***passenger car***, provided that the ***associate*** was wearing a properly fastened ***seat belt*** at the time of the accident.

The correct position of the seat belt must be certified by the investigating officer or included in the official accident report, and a copy of the police report must be submitted with a claim for this benefit.

## ***BUSINESS TRAVEL ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS***

The **plan** will not pay benefits under this section for any loss caused or contributed to by:

1. Physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. Suicide or attempted suicide;
3. Intentionally self-inflicted injury;
4. Infection, other than infection occurring in an external accidental wound or from accidental food poisoning;
5. Participation in ***hazardous activities*** such as: scuba diving; bungee jumping; skydiving; hang gliding; ballooning; drag racing; driving a car fitted for competitive racing; aerial hunting; aerial skiing; or travel in an aircraft for the purpose of parachuting or otherwise exiting an aircraft while the aircraft is in flight except for the purpose of self-preservation;
6. Service in the armed forces of any country or international authority, except the United States National Guard;
7. Any nuclear reaction or release of nuclear energy. This includes the radioactive, toxic, explosive or other hazardous or contaminating properties of radioactive matter;
8. The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical or biological agent;
9. Any incident related to travel in an aircraft:
  1. as a pilot, crew member, flight student or while acting in any capacity other than as a passenger;
  2. parachuting or otherwise exiting from an aircraft while such aircraft is in flight, except for self-preservation;
  3. that does not have a valid ***certificate of airworthiness***;
  4. that is not flown by a pilot with a valid license to operate that aircraft;
  5. which is ***owned***, by the ***company***;
  6. or device used:
    - for testing or experimental purposes;
    - by or for any military authority;
    - for travel or designed for travel beyond the earth's atmosphere;
    - for crop dusting, spraying, or seeding;
    - for fire fighting;
    - for sky diving;
    - for hang gliding;
    - for pipeline or power line inspection;
    - for sky writing;
    - for aerial photography or exploration;
    - for racing, endurance tests, stunt or acrobatic flying; or
    - for any use which requires a special permit from the Federal Aviation Administration.
10. Committing or attempting to commit a felony;
11. The voluntary intake or use by any means of:
  1. any drug, medication or sedative, unless it is:
    - taken or used as prescribed by a Physician, or
    - an "over the counter" drug, medication or sedative taken as directed;
  2. alcohol in combination with any drug, medication, or sedative; or
  3. poison, gas, or fumes

### ***Exclusion for Intoxication***

The **plan** will not pay benefits for any loss if the ***covered person*** is ***intoxicated*** at the time of the incident and is the operator of a vehicle or other device involved in the incident.

***Intoxicated*** means that the ***covered person***'s blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

### ***Exclusion for Commission of a Felony***

The ***plan*** will not pay benefits on behalf of a ***covered person*** for any loss caused or contributed to by the ***covered person's*** committing or attempting to commit a felony.

### ***Exclusion for Drugs, Alcohol, Poison, Gas or Fumes***

The ***plan*** will not pay benefits on behalf of a ***covered person*** for any loss caused or contributed to by the ***covered person's*** voluntary intake or use by any means of:

1. Any drug, medication or sedative, unless it is:
  - taken or used as prescribed by a Physician, or
  - an "over the counter" drug, medication or sedative taken as directed;
2. Alcohol in combination with any drug, medication, or sedative; or
3. Poison, gas, or fumes.

# **LONG TERM DISABILITY BENEFITS**



## LONG TERM DISABILITY (LTD) BENEFITS

### SCHEDULE OF BENEFITS

The following *Schedule of Benefits* is designed as a quick reference. For complete provisions of the **Plan's** benefits, including exclusions, limitations and offsets, refer to the *Long Term Disability section*.

<b>LONG TERM DISABILITY BENEFITS</b> <i>Non-Union Full-Time and Part-Time Exempt and Non-Exempt Associates; Full-Time and Part-Time Cleveland and Greeneville Union Non-Exempt Associates</i>	
<b>Benefit Elimination Period:</b>	benefits begin on the 181st calendar day of <b>total disability*</b>
<b>Monthly Benefit:</b> Benefits for partial months are paid on the basis of one-thirtieth (1/30) of the monthly benefit per day.	
<b>Basic LTD</b> is provided by the <b>company</b> at no cost to eligible <b>associates</b> .	50% of covered monthly earnings not to exceed \$7,500 per month. The minimum monthly benefit is \$50
<b>Optional Buy up LTD</b> is voluntary and requires a contribution for coverage.	66 2/3% of covered monthly earnings not to exceed \$20,000 per month. <b>Associates</b> can select maximum coverage amounts of \$10,000, \$15,000 or \$20,000. The minimum monthly benefit is \$50
The Monthly Benefit will be offset by disability income from other sources.	

\*Disabilities are not paid for pre-existing conditions. A pre-existing condition means a sickness or accidental injury for which you received medical treatment, consultation, care or services, or took prescribed medication or had medications prescribed in the 3 months before your coverage, or an increase in coverage, took effect. Benefits will not be paid for a pre-existing condition until you have been actively at work for 12 consecutive months after the date your coverage, or increased coverage took effect.

The premium the **associate** pays for the optional coverage is calculated based on Eligible Compensation as follows:

1. Full-Time/Part-Time Exempt: Annual base salary plus target annual incentive as of 8/31 for open enrollment (or hire date if new hire)
2. Full-Time Nonexempt (including Cleveland Union and Greeneville Union): Hourly rate as of 8/31 for open enrollment (or hire date if new hire) multiplied by 2,080 (a 40-hour work week annualized)
3. Part-Time Nonexempt (including Cleveland Union): Hourly rate multiplied by number of hours in the **Associate's** normal work week times 52 weeks

Field Coordinator, Revision Leads & Full-Time Merchandisers are not eligible.

When enrolling for optional coverage, the age used for calculating the cost is the age you will be in the plan year for which you are enrolling. For example, if you are enrolling in 2022 for coverage that will be effective as of 1/1/2023, use the age you will be as of 12/31/2023.

## CHANGES IN MONTHLY BENEFIT

Increases in the monthly benefit are effective on the date of the change, provided the **associate** is **actively at work** on the effective date of the change. If the **associate** is not **actively at work** on that date, the effective date of the increase in the benefit amount will be deferred until the date **associate** returns to **active work**. Decreases in the monthly benefit are effective on the date the change occurs.

An Evidence of good health (EOI), or proof of good health, form is required when you enroll or if you request optional coverage outside of your initial eligibility. Coverage becomes effective the first of the month after approval by the carrier and you are **actively at work**.

MAXIMUM DURATION OF BENEFITS	
Benefits will not accrue beyond the longer of the Duration of Benefits or Normal Retirement Age, as defined by Social Security, as specified below:	
Duration of Benefits	
Age as of Date of Disability	Duration of Benefits (in months)
Less than 60	To age 65
60	60
61	48
62	42
63	36
64	30
65	24
66	20
67	18
68	16
69 or more	12
Normal Retirement Age	
Year of Birth	Normal Retirement Age
1937 or before	65 years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943 Through 1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 and after	67 years

Refer to *Long Term Disability Benefits* for complete details.

## LONG TERM DISABILITY BENEFITS

The long term disability benefit shall apply to covered **associates** only. If an **associate** becomes **disabled**, the **Plan** will pay long term disability benefits at the rate of the monthly benefit specified, subject to the elected maximum, on the *Schedule of Benefits*. An **associate** is considered disabled when, due to Sickness or as a direct result of accidental injury:

- **Associate** is receiving **Appropriate Care and Treatment** and complying with the requirements of such treatment; and
- **Associate** is during the Elimination Period and the next twenty-four (24) months of Sickness or accidental injury:
  - Unable to perform each of the material duties of their Own Occupation from any employer in the National Economy; and
- **Associate** is after such period:
  - unable to perform the duties of any gainful occupation from any employer in the National Economy for which they are reasonably qualified taking into account their training, education and experience.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within ninety (90) days of the accidental injury and resulted from such injury independent of other causes.

A daily benefit is one-thirtieth (1/30) of the amount of the monthly benefit. Benefits for part months will be computed in accordance with the *Schedule of Benefits*.

### How LTD Works

1. Benefits will begin after the elimination period as shown on the *Schedule of Benefits*. The elimination period shall begin on the date a **physician** certifies the **disability** of the **associate**. Long term disability benefits are not payable during the elimination period.
2. Benefits will continue until the earliest of the following:
  - a. The end of the maximum benefit period as noted on the *Schedule of Benefits* for any one (1) continuous period of disability.
  - b. The date the **associate** ceases to be **totally disabled**.
  - c. The date the **associate** fails to submit satisfactory proof of **total disability**.
  - d. The date the **associate** returns to work full duty.
  - e. The date the **associate** dies.
3. In the event of termination of employment during a period of disability, the Long Term Disability Benefit shall be continued as specified in item 2 above.
4. **Covered monthly earnings** for benefit payments shall be computed as follows:

For non-exempt **associates**, monthly earnings means the hourly rate of pay multiplied by the number of hours in the **associate's** normal work week (not to exceed 40 hours), times 4.333. If the **associate** is paid on an annual basis, then the covered monthly earnings will be determined by dividing the base annual salary by twelve (12).

For exempt **associates**, monthly earnings means the base monthly salary received from the **company** on the day just before the date of **total disability**.

For all **associates** the term includes:

- contributions the **associate** is making through a salary reduction agreement with the **company** to any of the following:
- an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
- the **associate's** fringe benefits under an IRC Section 125 plan;

- annual incentive plan pay (including sales) received from the **company** averaged over the lesser of:
  - a. the number of months worked; or
  - b. the 12 months;  
just prior to the date the **total disability** began.

The term does not include:

- Bonuses (except annual incentive plan pay, including sales);
- Overtime pay;
- Any other extra pay.

## **PERIODS OF DISABILITY**

**Disability** due to the same cause or causes is considered one (1) period of disability unless the **associate** returns to **active service** for at least six (6) consecutive months.

If the **associate** becomes **disabled** due to a cause(s) unrelated to the prior **disability**, the **associate** is eligible for separate maximum periods of disability if they return to active status for one (1) full day. The **associate** must complete a separate elimination period for each separate period of disability.

## **LONG TERM DISABILITY EXCLUSIONS**

No benefit will be provided for long term disability expenses incurred by an **associate** for the following:

1. A period of **disability** for which the **associate** is not under the regular and continuous care and treatment of a **physician**, unless the **claims administrator** determines that such regular and continuous care and treatment are not medically indicated given the nature of the **disability**.
2. Any **disability** that arises out of, relates to, is caused by or results from an intentionally self-inflicted **illness** or **injury**.
3. Any **disability** that arises out of, relates to, is caused by or results from an **illness** or **injury** to which a contributing cause was the **associate's** commission or attempted commission of a felony, or the **associate's** engagement in an illegal occupation.
4. A period of **disability** for which the **associate** is incarcerated in any federal, state or municipal penal institution, jail, medical facility, hospital or any other place because of a criminal conviction under a federal, state or municipal law or ordinance.

## **OFFSET OF DISABILITY INCOME FROM OTHER SOURCES**

The disability benefit will be reduced by any of the following which are available to the **associate** (or to the **associate's** spouse and child(ren) if applicable), for the same period for which the disability benefit is payable hereunder:

1. any disability or retirement benefits the **associate**, the **associate's** Spouse or child(ren) receive or are eligible to receive because of the **associate's** disability or retirement under:
  - Federal Social Security Act;
  - Railroad Retirement Act;
  - any state or public employee retirement or disability plan; or
  - any pension or disability plan of any other nation or political subdivision thereof.
2. any income received for disability under:
  - a group insurance policy to which the **company** has made a contribution, such as:
  - benefits for loss of time from work due to disability;
  - installment payments for permanent total disability;
  - a no-fault auto law for loss of income, excluding supplemental disability benefits;

- a government compulsory benefit plan or program which provides payment for loss of time from **associate's** job due to **associate's** disability, whether such payment is made directly by the plan or program, or through a third party;
  - a self-funded plan, or other arrangement if the **company** contributes toward it or makes payroll deductions for it;
  - any sick pay, vacation pay or other salary continuation that the **company** pays to **associate**;
  - workers' compensation or a similar law which provides periodic benefits;
  - occupational disease laws;
  - laws providing for maritime maintenance and cure;
  - unemployment insurance law or program.
3. any income that the **associate** receives from working while Disabled to the extent that such income reduces the amount of the **associate's** Monthly Benefit as described in rehabilitation incentives. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source.
  4. recovery amounts that the **associate** receives for loss of income as a result of claims against a third party by judgment, settlement or otherwise including future earnings.

Disability and early retirement benefits will be offset only if such benefits are elected by the **associate** or do not reduce the amount of your accrued normal retirement benefits then funded.

Retirement benefits will not be offset from an LTD benefit if the **associate** is already receiving Social Security Retirement Benefits while continuing to work.

Benefits the **associate** is entitled to receive under other income benefits will be estimated if the benefits:

1. have not been applied for; or
2. have been applied for and a decision is pending; or
3. have been denied and the denial may be appealed.

The monthly benefit will be reduced by the estimated amount. If benefits have been estimated, the monthly benefit will be adjusted when the **claims administrator** receives proof:

1. of the amount awarded; or
2. that benefits have been denied and the denial cannot be further appealed.

If the **claims administrator** has underpaid the monthly benefit for any reason, the **claims administrator** will make a lump sum payment. If the **claims administrator** has overpaid the monthly benefit for any reason, the overpayment must be repaid to the **claims administrator**. At the **claims administrator's** option, the **claims administrator** may reduce the monthly benefit or ask for a lump sum refund. If the **claims administrator** reduces the monthly benefit, the minimum monthly benefit, if any, as shown on the Schedule of Benefits page, would not apply.

### ***Cost of Living Freeze***

After the initial deduction for any other income benefits, the monthly benefit will not be further reduced due to any cost of living increases payable under these other income benefits.

### ***Lump Sum Payments***

If other income benefits are paid in a lump sum, the sum will be prorated over the period of time to which the other income benefits apply. If no period of time is given, the sum will be prorated over sixty (60) months.

## LONG TERM DISABILITY LIMITATIONS

### Pre-existing Conditions

Benefits will not be paid for a **total disability** that is caused by, contributed to by, or resulting from a **pre-existing condition** unless the **covered associate** has been **actively at work** for one (1) full day following the end of twelve (12) consecutive months from the date the **associate** became insured.

### Mental or Nervous Disorders

Monthly benefits for **total disability** caused by or contributed to by **mental or nervous disorders** will not be payable beyond an aggregate lifetime maximum duration of twenty-four (24) months unless the **associate** is in a **hospital** or **institution** at the end of the twenty-four (24) month period. The monthly benefit will be payable while so confined, but not beyond the maximum duration of benefits.

If the **associate** was confined in a **hospital** or **institution** and:

1. **total disability** continues beyond discharge;
2. the confinement was during a period of **total disability**; and
3. the period of confinement was for at least fourteen (14) consecutive days; then upon discharge, monthly benefits will be payable for the greater of:
  - the unused portion of the twenty-four (24) month period; or
  - ninety (90) days;but in no event beyond the maximum duration of benefits, as shown on the Schedule of Benefits page.

This limitation will not apply to a Disability resulting from schizophrenia; dementia; or organic brain disease.

### Substance Abuse

Monthly benefits for **total disability** due to alcoholism or drug addiction will be payable while the **associate** is a participant in an alcohol, drug or substance abuse or addiction recovery program recommended by a **physician**. The monthly benefit will not be payable beyond twenty-four (24) months.

### Limitations – Other Limited Benefits

1. Monthly benefits will be limited to a total of twenty-four (24) months in the **associate's** lifetime for all **total disabilities** caused or contributed to by **Chronic Fatigue Syndrome**; or related conditions.

No monthly benefits are payable beyond the twenty-four (24) month maximum benefit period or the maximum duration of benefits shown in the Schedule of Benefits, whichever is less.

**Chronic Fatigue Syndrome** means the clinically evaluated, unexplained persistent or relapsing chronic fatigue that is of: new or definite onset that is not lifelong; is not the result of ongoing exertion, is not substantially alleviated by rest; and results in substantial reduction in previous levels of occupational, educational, social or personal activities; concurrent occurrence of four or more of the following symptoms: substantial impairment in short-term memory or concentration; sore throat; tender lymph nodes; muscle pain; multi-joint pain without swelling or redness; headaches of a new type, pattern, or severity; unrefreshed sleep; and post-exertional malaise lasting more than 24 hours. These symptoms must have persisted or recurred during 6 or more consecutive months of illness and must not have predated the fatigue.

2. Monthly benefits will be limited to a total of twenty-four (24) months in the **associate's** lifetime for all **total disabilities** contributed to or caused by Neuromuscular, musculoskeletal or soft tissue disorder including, but not limited to, any disease or disorder of the spine or extremities and their surrounding soft tissue; including sprains and strains of joints and adjacent muscles, unless the Disability has objective

evidence of: Seropositive Arthritis; Spinal Tumors, malignancy, or Vascular Malformations; Radiculopathies; Myelopathies; Traumatic Spinal Cord Necrosis; or Myopathies.

No Monthly benefits are payable beyond the twenty-four (24) month maximum benefit period or the Maximum Duration of Benefits shown in the Schedule of Benefits, whichever is less.

Seropositive Arthritis means an inflammatory disease of the joints supported by clinical findings of arthritis plus positive serological tests for connective tissue disease.

Spinal means components of the bony spine or spinal cord.

Tumor(s) means abnormal growths which may be malignant or benign.

Vascular Malformations means abnormal development of blood vessels.

Radiculopathies means disease of the peripheral nerve roots supported by objective clinical findings of nerve pathology.

Myelopathies means disease of the spinal cord supported by objective clinical findings of spinal cord pathology.

Traumatic Spinal Cord Necrosis means injury or disease of the spinal cord resulting from traumatic injury with resultant paralysis.

Myopathies means disease of skeletal muscle supported by clinical, histological, biochemical and/or electrodiagnostic findings.

3. Monthly benefits will be limited to a total of twenty-four (24) months in the **associate's** lifetime for all total disabilities due to an Idiopathic Environmental Intolerance, Multiple Chemical Sensitivity Syndrome, or Environmental Illness.

## ***REHABILITATION PROGRAM PARTICIPATION, WORK INCENTIVE AND CHILD CARE BENEFITS***

### ***Rehabilitation Program Participation***

If **associate** does not participate in a Rehabilitation Program that is required, their disability benefit payments will be reduced by 50%. In the event that a Rehabilitation Program is not available to the **associate**, their Disability benefit payments will continue.

### ***Work Incentive Benefit***

During the first twelve (12) months of **rehabilitative employment** during which a monthly benefit is payable, the plan will not offset earnings from such **rehabilitative employment** until the sum of:

1. the monthly benefit prior to offsets with other income benefits; and
2. earnings from **rehabilitative employment**

exceed 100% of the **associate's** covered monthly earnings. If the sum exceeds 100% of covered monthly earnings, the benefit amount will be reduced by such excess amount until the sum of (1) and (2) above equals 100%.

After the first twelve (12) months of rehabilitative employment, the **associate's** monthly benefit will be reduced by 50% of the amount they earn from working while disabled.

## ***Child Care Benefit***

The plan will allow a child care benefit if:

1. the **associate** is receiving benefits under the work incentive benefit or participating in a Rehabilitation Program;
2. the **associate's** child(ren) is (are) under fourteen (14) years of age;
3. the child care is provided by a non-relative; and
4. the charges for the child care are documented by a receipt from the caregiver, including social security number or taxpayer identification number.

During the twelve (12) month period in which the **associate** is eligible for the work incentive benefit, an amount equal to actual expenses incurred for child care, up to a maximum of \$250 per month, will be added to the **associate's** covered monthly earnings when calculating the benefit amount under the work incentive benefit.

For the purpose of this benefit, child(ren) means: the **associate's** unmarried child(ren), including any foster child, adopted child or step child who resides in the **associate's** home and is financially dependent on the **associate** for support and maintenance.

## ***Worksite Modification Incentive***

If the **associate** returns to work while disabled and eligible to receive benefits, MetLife may assist the **associate** and the **company** in identifying modifications that are likely to help the **associate** remain at work or to return to work. This includes changes in the **associate's** job or accommodations to help them perform their job or a similar job as required by the **company** under the Americans With Disabilities Act (ADA). Such accommodations include an on-site ergonomic evaluation of work conditions to assist the **associate** in returning to work. This agreement will be in writing and must be signed by the **associate**, the **company** and MetLife. When this occurs, MetLife will reimburse the **company** for the cost of the modification up to \$2,000.

## ***WORKERS' COMPENSATION***

If the **associate** is eligible for disability benefits because of an occupational ***injury*** or ***illness***, benefits are payable under workers' compensation. The **company** pays the full cost of the **associate's** workers' compensation coverage. Long term disability benefits may be paid while the **associate** waits for a decision from the Department of Labor on the **associate's** workers' compensation award. However, the **associate** must reimburse MetLife for any workers' compensation benefits received during the period the **associate** was paid long term disability benefits, up to the amount the **associate** received from Workers' Compensation. A signed agreement to repay any excess long term disability benefits must be in place before long term disability benefits are paid due to an occupational ***illness*** or ***injury***.

## ***TAXES ON BENEFITS***

**Associate** contributions for coverage are made on a pre-tax basis. For purpose of federal income taxes, this means that the **associate's** entire monthly benefit, including any benefit from the company-paid Basic LTD, is subject to social security (FICA), federal income taxes, and state taxes (where mandated by state law) which are automatically withheld from the **associate's** benefit payments. Income taxes are withheld in accordance with the **associate's** W-4 elections.



## ***SUBROGATION / RIGHT OF REIMBURSEMENT***

In the event that an **associate** is injured through the acts or omissions of another person or organization, benefits will be provided only on condition that the **associate** agree in writing to the following:

1. to reimburse the **claims administrator**, for the full amount of payments made under the terms of the insurance, immediately upon receipt of the proceeds of any settlement or, or judgment in, an action at law, arbitration, claim , or other proceeding to determine the **associate's** rights of recovery arising out of their **injury**, net of the **associate's** reasonable expenses in collecting such amount including reasonable attorney's fees, and net of any amounts which are allocated by terms of any judgment for the payment of unreimbursed medical expenses. The **associate** will execute and deliver instruments and papers and do whatever else is reasonably necessary to secure the rights of the **claims administrator** to reimbursement out of such proceeds, and do nothing to prejudice such rights.
2. to provide the **claims administrator** with a lien on the proceeds described in the preceding paragraph, to the extent of the full amount of payments made under the terms of the long term disability insurance policy.
3. To provide the **claims administrator** with a credit against payments to be made in the future under the **plan** equal to the proceeds described above, less any amount paid to the long term disability insurance policy by way of reimbursement.

# WHEN COVERAGE ENDS

Coverage will terminate on the earliest of the following dates:

## ***TERMINATION OF ASSOCIATE COVERAGE - Life Insurance and Accidental Death and Dismemberment Insurance***

1. The date the **plan sponsor** terminates the **Plan**.
2. The last day of the month in which the **associate** ceases to meet the eligibility requirements of the **Plan**.
3. The last day of the month in which employment terminates, unless otherwise defined by the continuation of coverage provisions or severance agreement for basic life and basic AD&D.
4. The date the **associate** ceases to make any required contributions.

However, if the **associate** dies during the 31-day period following the date the **associate's** coverage ends, the **associate's** life insurance benefit (but not the AD&D benefit) will be paid to the **beneficiary**. Proof of death must be sent to MetLife for review. Once approved, payment is made to the beneficiary in the amount of life insurance the **associate** was entitled to convert.

## ***TERMINATION OF ASSOCIATE COVERAGE - Long Term Disability Insurance***

1. The date the **plan sponsor** terminates the program.
2. The date on which the **associate** ceases to meet the eligibility requirements of the **Plan**.
3. The date on which employment terminates
4. The date the **associate** ceases to make any required contributions.

Termination of coverage may not discontinue the Disability Benefit payments for disability events prior to coverage termination. Refer to the sections entitled *Long Term Disability Insurance Benefits*.

## ***TERMINATION OF DEPENDENT(S) COVERAGE – Optional Dependent Life Insurance and Accidental Death and Dismemberment Insurance***

1. The date the **associate's** coverage terminates.
2. The last day of the month in which the dependent ceases to meet the eligibility requirements of the **Plan**.
3. The date the **associate** ceases to make any required contributions on the **dependent's** behalf.
4. The date the **Plan** discontinues **dependent** coverage for any and all **dependents**.
5. The date the **dependent** becomes eligible as an **associate**.

# CONTINUATION OF COVERAGE PROVISIONS

This section identifies the **plan's** allowances for an **associate** to continue coverage for a limited time while on an approved Family Medical Leave, other approved leave or layoff for basic life and basic AD&D. BTA and disability may not be continued. Coverages that may be continued and coverages for which the **associate** must make a contribution for continued coverage and allowable continuation period are identified below. When required, **associate** contributions are handled as follows:

- If the **associate** is on approved leave receiving pay (i.e., STD, Vacation) the **associate's** contributions for coverage will continue as usual through the normal payroll cycle.
- If the **associate** is on approved leave or layoff not receiving pay, the **associate** will be billed or payroll arrears for their benefits.).
- If the **associate** is on severance, the terms of the agreement will detail the coverages continued and payment

## FAMILY AND MEDICAL LEAVE ACT (FMLA)

**Associates** who are eligible for **company** sponsored benefits may be covered under the Family and Medical Leave Act of 1993 (FMLA).

If the **company** grants an **associate** an approved leave of absence in accordance with FMLA, the **associate** may continue coverage for themselves during the leave, provided the **associate** makes any required contributions.

- Basic life and AD&D are continued at the **company's** expense (at no cost to the **associate**).
- Disability coverage(s) are not continued during an FMLA leave of absence.
- The **associate** may continue their optional life, optional dependent life and optional AD&D coverage by making the required contribution for up to twelve (12) months for all sequential leaves.

In no event will coverage continue for more than the approved length of the **associate's** leave. If the **associate** does not return at the end of the approved leave, employment may be terminated and the **associate** will be offered the opportunity to convert or port life insurance coverage if applicable. See life insurance for more information

### Reinstatement

If coverage under the **Plan** was terminated during an approved FMLA leave, and the **associate** returns to active work immediately upon completion of that leave, **Plan** coverage may be reinstated on the date the **associate** returns to active work provided that the **associate** re-enrolls for coverage (Optional Life, Dependent Life, Employee Optional AD&D and Dependent AD&D) within thirty (30) days of their return to active work without Evidence of Insurability (EOI).

## LEAVE OF ABSENCE – Personal and Medical Non-FMLA

Coverage may be continued for a limited time, contingent upon payment of any required contributions for **associates** and/or **dependents**, when the **associate** is on an authorized **leave of absence** from the **company**.

- Basic life and AD&D are continued at the **company's** expense.
- Disability coverage(s) are not continued.
- The **associate** may continue their optional life, optional dependent life and optional AD&D coverage by making the required contribution for up to twelve (12) months for all sequential leaves.

In no event will coverage continue for more than the approved length of the **associate's** leave. If the **associate** does not return at the end of the approved leave, employment may be terminated and the **associate** will be

offered the opportunity to convert or port life insurance coverage if applicable. See life insurance for more information.

**Cleveland and Greeneville Union (Refer to applicable Collective Bargaining Agreement)**

### ***Reinstatement***

If coverage under the **Plan** was terminated during an approved personal or medical non-FMLA leave, and the **associate** returns to active work immediately upon completion of that leave, **Plan** coverage may be reinstated on the date the **associate** returns to active work provided that the **associate** re-enrolls for coverage (Optional Life, Dependent Life, Employee Optional AD&D and Dependent AD&D) within thirty (30) days of their return to active work without Evidence of Insurability (EOI).

## ***LEAVE of ABSENCE – Military***

The **company** will grant a leave of absence to an **associate** when they enter a period of service in the armed forces of the United States. The **company** shall grant to each **associate** who applies for return to work such rights as they shall be entitled to under the existing statutes.

### ***Military Mobilization***

- Basic life and AD&D are continued at the **company's** expense for the first twelve (12) months of military leave
- The **associate** may continue their optional life, optional dependent life and optional AD&D coverage by making the required contribution for up to twelve (12) months.  
If the leave continues beyond twelve (12) months, **associate** will be offered the opportunity to convert or port coverage if applicable.
- Disability coverage are not continued.

### ***Reinstatement***

If coverage under the **Plan** was terminated during an approved military leave, and the **associate** returns to active work immediately upon completion of that leave, **Plan** coverage may be reinstated on the date the **associate** returns to active work provided that the **associate** re-enrolls for coverage (Optional Life, Dependent Life, Employee Optional AD&D and Dependent AD&D) within thirty (30) days of their return to active work without Evidence of Insurability (EOI).

## ***LAYOFF***

Coverage may be continued for a limited time, contingent upon payment of any required contributions for **associates** and/or **dependents**, when the **associate** is subject to a temporary **layoff** ("**company convenience**").

- Basic life and AD&D are continued at the **company's** expense to end of month.
- Disability coverage(s) are not continued during a layoff.
- The **associate** may continue their optional life, optional dependent life and optional AD&D coverage by making the required contribution for up to twelve (12) months for all sequential leaves.

If the **associate** experiences a termination of employment, coverage will terminate as noted under the **Termination of Associate Coverage** provision. The **associate** will be offered the opportunity to convert or port life insurance coverage if applicable.

**Cleveland and Greeneville Union (Refer to applicable Collective Bargaining Agreement)**

## ***Reinstatement***

If coverage under the **Plan** was terminated during a layoff and the **associate** is recalled to work before the end of the month following the month in which the layoff occurs, **Plan** coverage may be reinstated on the date the **associate** returns to active work provided that the **associate** re-enrolls for coverage (Optional Life, Dependent Life, Employee Optional AD&D and Dependent AD&D) within thirty (30) days of their return to active work without Evidence of Insurability (EOI).

## ***FURLOUGH***

Coverage may be continued for a limited time, contingent upon payment of any required contributions for **associates** and/or **dependents**, when the **associate** is subject to a **furlough**.

- Basic life and AD&D are continued at the **company's** expense for up to twelve (12) months.
- Basic Long Term Disability coverage is continued at the **company's** expense for up to thirty (30) days. The **associate** may continue their Optional Long Term Disability coverage by making the required contribution for up to thirty (30) days.
- The **associate** may continue their optional life, optional dependent life and optional AD&D coverage by making the required contribution for up to twelve (12) months.

## ***UNION BUSINESS***

Cleveland and Greeneville Union (Refer to applicable Collective Bargaining Agreement)

# CLAIM FILING PROCEDURE

## FILING A LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE CLAIM

### FILING A CLAIM

The **associate** or the **associate's beneficiary** (in the case of the **associate's** death) must contact the AGBenefits Service Center (877) 213-6240. The claim will then be reported to the **claims administrator** and they will send the **associate**, or the **beneficiary**, all of the necessary claim paperwork. The completed claim form and supporting documentation should be sent directly to the **claims administrator** at the address noted on the claim form.

Upon claim settlement from MetLife, an interest bearing account, called a Total Control Account® (TCA) will be set up by the **claims administrator** for the **associate** or the **associate's beneficiary(ies)**, depending on the type of claim. Funds in the TCA® are easily accessible and earn interest. Interest earned is subject to normal income tax treatment. Through a check writing feature, TCA® benefits include:

- Monthly statements
- Principal and interest earned are guaranteed by the **claims administrator**
- Free checks and no fees for check transactions
- Customer service number

Please refer to CIGNA International booklet for claim payment information.

### NOTICE OF AUTHORIZED REPRESENTATIVE

The **covered person** may provide the **claims administrator** with a written authorization for an authorized representative to represent and act on behalf of a **covered person** and consent to the release of information related to the **covered person** to the authorized representative with respect to a claim for benefits or an appeal. Authorization forms may be obtained from the American Greetings Benefits website ([www.americangreetingsbenefits.com](http://www.americangreetingsbenefits.com)) or by contacting the AGBenefits Service Center at 877-213-6240.

### NOTICE OF CLAIM

A claim for benefits should be submitted to the **claims administrator** within ninety (90) calendar days after the occurrence or commencement of any services by the **Plan**, or as soon thereafter as reasonably possible.

Notice given by or on behalf of a **covered person** or their beneficiary, if any, to the **claim administrator** or to any authorized agent of the **Plan**, with information sufficient to identify the **covered person**, shall be deemed notice of claim.

### CLAIM REVIEW PROCEDURE

The **covered person** must use and exhaust this **plan's** administrative claims and appeals procedure before bringing a suit in either state or federal court. Similarly, failure to follow the **plan's** prescribed procedures in a timely manner will also cause the **covered person** to lose their right to sue regarding an adverse benefit determination.

## **TIME FRAME FOR BENEFIT DETERMINATION**

Claims for benefits are generally processed and paid on a timely basis. Under certain circumstances, however, claims may be held for further review or to obtain additional information. If the **claims administrator** must make an adverse benefit determination (such as any denial, reduction or termination of a benefit, or a failure to provide or make a payment in whole or in part), the **claim administrator** will notify the covered person (or authorized representative) of the adverse determination within a reasonable period of time, but not later than ninety (90) days after receiving the claim. However, this decision-making period may be extended for an additional ninety (90) days, if the **claims administrator** both determines that special circumstances require an extension of time for processing the claim, and notifies the **covered person** (or authorized representative), before the initial ninety (90)-day period expires, of the special circumstances requiring the extension of time and the date by which the **claims administrator** expects to render a determination.

In the event that an extension is necessary due to the **covered person's** (or authorized representative's) failure to submit necessary information, the time frame for making a benefit determination is stopped from the date the **claim administrator** sends the **covered person** (or authorized representative) the extension notification until the date the **covered person** (or authorized representative) responds to the request for additional information.

## **NOTICE OF BENEFIT DENIAL**

If the claim for benefits is denied, the **claims administrator** shall provide the **covered person** (or authorized representative) with a written Notice of Benefit Denial within the time frames described immediately above.

The Notice of Benefit Denial shall include an explanation of the denial, including:

1. The specific reasons for the denial.
2. Reference to the **Plan** provisions on which the denial is based.
3. A description of any additional material or information needed and an explanation of why such material or information is necessary.
4. A description of the **Plan's** second level voluntary review procedure and applicable time limits.
5. A statement that the **covered person** has the right to bring a civil action under section 502 (a) of the Employee Retirement Income Security Act of 1974.

## **APPEALING A DENIED CLAIM**

A **covered person**, or the **covered person's** authorized representative, may request a review of a denied claim by making written request to the **named fiduciary** within sixty (60) calendar days from receipt of notification of the denial and stating the reasons the **covered person** feels the claim should not have been denied.

The following describes the review process and rights of the **covered person**:

1. The **covered person** has a right to submit documents, information and comments.
2. The **covered person** has the right to access, free of charge, **relevant information** to the claim for Benefits.
3. The review takes into account all information submitted by the **covered person**, even if it was not considered in the initial benefit determination.
4. The review by the **named fiduciary** will not afford deference to the original denial.
5. The **named fiduciary** will not be:
  - a. The individual who originally denied the claim, nor
  - b. Subordinate to the individual who originally denied the claim.
6. If requested, the **named fiduciary** will identify the medical or vocational expert(s) who gave advice in connection with the original denial, whether or not the advice was relied upon.

## **NOTICE OF BENEFIT DETERMINATION ON APPEAL**

The **claims administrator** or their designee shall provide the **covered person** (or authorized representative) with a written notice of the appeal decision within sixty (60) calendar days of receipt of a written request for the appeal. However, this decision-making period may be extended for an additional sixty (60) days, if the **claims administrator** both determines that special circumstances require an extension of time for processing the claim, and notifies the **covered person** (or authorized representative), before the initial sixty (60) day period expires, of the special circumstances requiring the extension of time and the date by which the **claims administrator** expects to render a determination.

In the event that an extension is necessary due to the **covered person's** (or authorized representative's) failure to submit necessary information, the time frame for making a benefit determination is stopped from the date the **claim administrator** sends **covered person** (or authorized representative) the extension notification until the date **covered person** (or authorized representative) responds to the request for additional information.

If the appeal is denied, the Notice of Appeal Decision will contain an explanation of the Decision, including:

1. The specific reasons for the denial.
2. Reference to specific **Plan** provisions on which the denial is based.
3. A statement that the **covered person** has the right to access, free of charge, **relevant information** to the claim for benefits.
4. A description of the **Plan's** claim review procedure and applicable time limits.
5. A statement that if the **covered person's** appeals (Refer to *Second Level Appeal* below) are denied, the **covered person** has the right to bring a civil action under section 502 (a) of the Employee Retirement Income Security Act of 1974.

## **SECOND LEVEL APPEAL**

The **claims administrator**, upon request by the **covered person** (or authorized representative) following a determination on appeal, will conduct a second level appeal. This appeal is comprised of **professional providers** that were not consulted in connection with the original post-service denial. The **covered person's** decision as to whether to submit a previously denied appeal to the appeal process will have no effect on the **covered person's** rights to any other benefits under the **Plan**. There are no fees or costs imposed as a condition to use the appeal process. The **covered person's** request for a second level appeal must be submitted within sixty (60) calendar days following the receipt of Notice of Appeal Decision.

Upon receipt of the request to conduct a second level appeal, a determination will be made within sixty (60) business days. Notification of the outcome of the review will be communicated verbally and in writing.

The **Plan** agrees that any statute of limitations or other defense based on timelines is tolled while the dispute is under submission to the second level appeal process.

Upon written request, more information about the second level appeal process is available, free of charge, from the **claims administrator**.

If the **covered person** is not satisfied with the outcome of the appeals procedure, the **covered person** has the right to bring a civil action under section 502 (a) of the Employee Retirement Income Security Act of 1974. The **covered person** may not initiate a legal action against the **plan** until the **covered person** has completed both the initial and second level appeal processes.



# FILING A DISABILITY CLAIM

## LONG TERM DISABILITY CLAIMS

**Associates** are generally not required to file a claim for long term disability benefits. If an **associate** on short term disability continues to be disabled, after ninety (90) days of disability, the short term disability **claims administrator** will automatically inform the long term disability **claim administrator** of the open short term disability claim. The **associate's** claim will be monitored by the long term disability **claim administrator** and, if the **associate** is eligible, the claim administrator will open a long term disability claim no later than 120 days of disability after the start of your claim.

The long term disability **claims administrator** will contact the **associate** and may ask the **associate** or the **associate's physician** to provide additional medical information to document the **associate's** disability. The long term disability **claims administrator** may also provide the **associate** with a package which contains information about applying for Social Security benefits and other pertinent forms required to process the long term disability claim.

The long term disability claims administrator may periodically require recertification of **total disability**.

## NOTICE OF AUTHORIZED REPRESENTATIVE

The **covered person** may provide the **claims administrator** with a written authorization for an authorized representative to represent and act on behalf of a **covered person** and consent to release of information related to the **covered person** to the authorized representative with respect to a claim for benefits or an appeal. Authorization forms may be obtained from the **claims administrator**.

## TIME FRAME FOR DISABILITY BENEFIT DETERMINATION

After a claim has been reported to the **claims administrator**, and no additional information is required, the **claims administrator** will generally complete its determination of the claim within forty-five (45) calendar days of receipt of the completed claim form unless an extension is necessary due to circumstances beyond the **claims administrator's** control.

After a completed claim form has been submitted to the **claims administrator**, and if additional information is needed for determination of the claim, the **claims administrator** will provide the **associate** (or authorized representative) with a notice detailing the information needed, this notice will be provided within forty-five (45) calendar days of receipt of the completed claim form and will state the date as of which the **claims administrator** expects to make a decision. The **covered person** will have forty-five (45) calendar days to provide the information requested, and the **claims administrator** will complete its determination of the claim within thirty (30) calendar days of receipt by the **claims administrator** of the requested information. Failure to respond in a timely and complete manner will result in the denial of benefit payment.

## NOTICE OF DISABILITY BENEFIT DENIAL

If the claim for benefits is denied, the **claims administrator** shall provide the **covered person** (or authorized representative) with a written notice of a benefit denial within forty-five (45) calendar days of receipt of a completed claim form, or if the **claims administrator** had requested additional information from the **covered person** (or authorized representative), within thirty (30) calendar days of receipt of such information. The notice will contain the following:

The Notice of Benefit Denial shall include an explanation of the denial, including:

1. The specific reasons for the denial.

2. Reference to the long term disability **plan** provisions on which the denial is based.
3. A description of any additional material or information necessary and an explanation of why such material or information is necessary.
4. A description of the long term disability **plan's** review procedure and applicable time limits.
5. If an internal rule, guideline, protocol or other similar criterion was relied upon, the Notice of Benefit Denial will contain either:
  - a. A copy of that criterion, or
  - b. A statement that such criterion was relied upon and will be supplied free of charge, upon request.
6. If denial was based on **medical necessity**, **experimental** treatment or similar exclusion or limit, the **claims administrator** will supply either:
  - a. An explanation of the scientific or clinical judgment, applying the terms of the long term disability **plan** to the **covered person's** medical circumstances, or
  - b. A statement that such explanation will be supplied free of charge, upon request.
7. In the case of a denied long term disability claim, a statement that if the **covered person's** appeals (See Appealing a Denied Claim below) are denied, the **covered person** has the right to bring a civil action under section 502 (a) of the Employee Retirement Income Security Act of 1974.

## APPEALING A DENIED DISABILITY CLAIM

A **covered person**, or the **covered person's** authorized representative, may request a review of a denied claim by making written request to the **claims administrator** within one hundred and eighty (180) calendar days from receipt of notification of the denial and stating the reasons the **covered person** feels the claim should not have been denied.

The following describes the review process and rights of the **covered person**:

1. The **covered person** has a right to submit documents, information and comments.
2. The **covered person** has the right to access, free of charge, information relevant to the claim for benefits.  
Relevant information is defined as any document, record or other information:
  - a. Relied on in making the benefit determination, or
  - b. That was submitted, considered or generated in the course of making a benefit determination, whether or not relied upon, or
  - c. That demonstrates compliance with the duties to make benefit decisions in accordance with long term disability **plan** documents and to make consistent decisions, or
  - d. That constitutes a statement of policy or guidance for the long term disability **plan** concerning the denied treatment or benefit for the **covered person's** diagnosis, even if not relied upon.
3. The review takes into account all information submitted by the **covered person**, even if it was not considered in the initial benefit determination.
4. The review by the **claims administrator** will not afford deference to the original denial.
5. The **claims administrator** will not be:
  - a. The individual who originally denied the claim, nor
  - b. Subordinate to the individual who originally denied the claim.
6. If original denial was, in whole or in part, based on medical judgment,
  - a. The **claims administrator** will consult with a **professional provider** who has appropriate training and experience in the field involving the medical judgment.
  - b. The **professional provider** utilized by the **claims administrator** will be neither:
    1. An individual who was considered in connection with the original denial of the claim, nor
    2. A subordinate of any other **professional provider** who was considered in connection with the original denial.
7. If requested, the **claims administrator** will identify the medical or vocational expert(s) who gave advice in connection with the original denial, whether or not the advice was relied upon.

## NOTICE OF DISABILITY BENEFIT DETERMINATION ON APPEAL

The **claims administrator** shall provide the **associate** (or authorized representative) with a written notice of the appeal decision within forty-five (45) calendar days of receipt of a written request for the appeal. If special circumstances require an extension, the **claims administrator** will provide, before the end of such forty-five (45) day period, a written notice explaining the extension and the date by which the **claims administrator** expects to render a decision.

If the appeal is denied, the Notice of Appeal Decision will contain an explanation of the decision, including:

1. The specific reasons for the denial.
2. Reference to specific long term disability **plan** provisions on which the denial is based.
3. A statement that the **covered person** has the right to access, free of charge, information relevant to the claim for benefits.
4. If an internal rule, guideline, protocol or other similar criterion was relied upon the Notice of Appeal Decision will contain either:
  - a. A copy of that criterion, or
  - b. A statement that such criterion was relied upon and will be supplied free of charge, upon request.
5. If the denial was based on **medical necessity**, **experimental** treatment or similar exclusion or limit, will supply either:
  - a. An explanation of the scientific or clinical judgment, applying the terms of the long term disability **plan** provisions to the claimant's medical circumstances, or
  - b. A statement that such explanation will be supplied free of charge, upon request.
6. In the case of a denied long term disability claim, a statement that if the **covered person's** appeals (See *Second Level Appeal* below) are denied, the **covered person** has the right to bring a civil action under section 502 (a) of the Employee Retirement Income Security Act of 1974.

## SECOND LEVEL APPEAL

The **claims administrator**, upon request by the **covered person** (or authorized representative) following a determination on appeal, will conduct a second level appeal. This appeal is comprised of **professional providers** that were not consulted in connection with the original post-service denial. The **covered person's** decision as to whether to submit a previously denied appeal to the appeal process will have no effect on the **covered person's** rights to any other benefits under the **Plan**. There are no fees or costs imposed as a condition to use of the appeal process. The **covered person's** request for a second level appeal must be submitted within sixty (60) calendar days following the receipt of Notice of Appeal Decision.

Upon receipt of the request to conduct a second level appeal, a determination will be made within forty-five (45) business days. Notification of the outcome of the review will be communicated verbally and in writing.

The **Plan** agrees that any statute of limitations or other defense based on timelines is tolled while the dispute is under submission to the second level appeal process.

Upon written request, more information about the second level appeal process is available, free of charge, from the **claims administrator**.

If the **covered person** is not satisfied with the outcome of the long term disability appeals procedure, the **covered person** has the right to bring a civil action under section 502 (a) of the Employee Retirement Income Security Act of 1974. The **covered person** may not initiate a legal action against the **plan** until the **covered person** has completed both the initial and second level appeal processes.

# DEFINITIONS

Certain words and terms used herein shall be defined as follows and are shown in ***bold and italics*** throughout the document:

## ***Actively at Work or Active at Work***

The ***associate*** is performing all of the usual and customary duties of the ***associate's*** job on a full time basis. This must be done at:

- The ***company's*** place of business;
- An alternate place approved by the ***company***; or
- A place to which the ***company's*** business requires the ***associate*** to travel.

An ***associate*** will be deemed to be ***actively at work*** during weekends or ***company*** approved vacations, holidays or business closures if the ***associate*** was ***actively at work*** on the last scheduled work day preceding such time off.

A ***dependent*** will be deemed to be ***actively at work*** if the dependent is not:

- confined at home under a physician's care;
- receiving or applying to receive disability benefits from any source; or
- hospitalized

If a ***dependent*** does not meet this requirement on the date coverage (or on the date a change in coverage) would otherwise be effective, their coverage (or change in coverage) will become effective on the date the ***dependent*** is no longer confined, receiving or applying to receive disability benefits, or hospitalized.

## ***Air Bag***

Any inflatable restraint device that meets published, U.S. Government safety standards, is properly installed by the car manufacturer and has not been altered after installation.

## ***Airworthiness Certificate***

The standard airworthiness certificate issued by the Federal Aviation Agency or successor agency of the United States; or the equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.

## ***Appropriate Care and Treatment***

Medical care and treatment that is:

- given by a ***physician*** whose medical training and clinical specialty are appropriate for treating the ***associate's*** Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a ***physician's*** diagnosis of the ***associate's*** Disability; and
- intended to maximize the ***associate's*** medical and functional improvement.

## ***Associate***

Refer to *Eligibility*, ***Associate Eligibility*** for a complete definition of the term ***associate***.

***Base Earnings*** – is base monthly salary.

**Base Annual Earnings** - the following definition applies to the life and accidental death and dismemberment insurance and business travel accidental death and dismemberment insurance

The **associate's** gross annual base salary as determined by the **company**.

The term includes:

- contributions the **associate** is making through a salary reduction agreement with the **company** to any of the following:
- an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
- the **associate's** fringe benefits under an IRC Section 125 plan;
- 

The term does not include:

- annual incentive pay;
- bonuses;
- overtime pay;
- any other extra pay.

### **Beneficiary**

The person(s) to whom the **Claims Administrator** will pay insurance as determined in accordance with the Life Insurance and Accidental Death and Dismemberment sections.

### **Brain Damage**

Permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within thirty (30) days of the accidental injury, require a hospitalization of at least five (5) days and persist for twelve (12) consecutive months after the date of the accidental injury.

### **Child**

The **associate's** natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption), child of a **domestic partner**, or stepchild who resides with the **associate**, who is:

- under age 26 and who is:
  - unmarried;
  - supported by the **associate**; and
  - not employed on a full-time basis.

Coverage for a **dependent child** may be continued past the age limit if, prior to reaching the age limit, the **child** is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law.

The term **child** does not include any person who:

- is insured under the **plan** as an **associate**.
- is a natural child who has been legally adopted by another person and, in connection therewith, the **associate** has had their parental rights terminated.

Note that for Business Travel Accident coverage in addition to the above, the term **child** does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- lives outside of the United States or Canada.

### **Child Care Center**

A facility that is operated and licensed according to the law of the jurisdiction where it is located; and provides care and supervision for children in a group setting on a regularly scheduled and daily basis.

### **Claims Administrator**

MetLife is the **claims administrator** for the Life Insurance and Accidental Death & Dismemberment insurance benefits (AD&D), Business Travel Accidental Death & Dismemberment insurance benefits and Long Term Disability benefits.

CIGNA International is the **claims administrator** for the Basic Life and Basic Accidental Death & Dismemberment insurance benefits not covered under the MetLife policy.

### **Coma**

A state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within thirty (30) days of the accidental injury and continue for seven (7) consecutive days.

### **Common Carrier**

A government regulated entity that is in the business of transporting fare paying passengers. The term does not include chartered or other privately arranged transportation, taxis, or limousines.

### **Company**

The **company** is American Greetings Corporation.

**Covered Accident** – *the following definition applies to the business travel accidental death and dismemberment insurance benefits*

An accident (i.e. an unexpected, unintentional or unforeseeable event or occurrence which happens suddenly and violently and occurs while coverage under this **plan** is in effect) which is listed as a covered accident in the *Business Travel Accidental Death and Dismemberment Benefits/Covered Accident* provision.

**Covered monthly earnings** for LTD benefit payments shall be computed as follows:

For non-exempt **associates**, monthly earnings means the hourly rate of pay multiplied by the number of hours in the **associate's** normal work week (not to exceed 40 hours), times 4.333. If the **associate** is paid on an annual basis, then the covered monthly earnings will be determined by dividing the base annual salary by twelve (12).

For exempt **associates**, monthly earnings means the base monthly salary received from the **company** on the day just before the date of **total disability**.

For all **associates** the term includes:

- contributions the **associate** is making through a salary reduction agreement with the **company** to any of the following:
- an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
- the **associate's** fringe benefits under an IRC Section 125 plan;
- annual incentive plan pay (including sales) received from the **company** averaged over the lesser of:
  - a. the number of months worked; or
  - b. the 12 months;

just prior to the date the **total disability** began.

The term does not include:

- Bonuses (except annual incentive plan pay, including sales);
- Overtime pay;
- Any other extra pay.

### **Covered Person**

A person who is eligible for coverage under this **Plan**, or becomes eligible at a later date, and for whom the coverage provided by this **Plan** is in effect.

### **Dependent**

The **associate's spouse** (including **domestic partner**) and or **child(ren)** (including **child(ren)** of **domestic partners**).

**Direct and Sole Cause** - the following definition applies to the business travel accidental death and dismemberment insurance benefits

A covered loss that occurs within twelve (12) months of the date of an accidental injury sustained in a covered accident and is the direct result of that accidental injury independent of other causes.

### **Domestic Partner**

Each of two people, one of whom is an employee of the **company**, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  1. 18 years of age or older;
  2. unmarried;
  3. the sole domestic partner of the other person and have been so for the immediately preceding 6 months;
  4. financially dependent on the other and responsible for the other's common welfare, basic living expenses and financial obligations to third parties and have been for the preceding 6 months;
  5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside; and
  6. are mentally competent to consent to contract.

MetLife reserves the right to approve or deny coverage based on the documentation submitted.

### **Effective Date**

The date of this **Plan** or the date on which the **covered person's** coverage commences, whichever occurs later.

### **Eligible Compensation**

- Full-Time Exempt: Base annual salary as of 8/31 for open enrollment (or hire date if new hire)
- Full-Time Nonexempt: Hourly rate as of 8/31 for open enrollment (or hire date if new hire) multiply by 2,080
- Part-Time Exempt: Base annual salary as of 8/31 for open enrollment (or hire date if new hire)
- Part-Time Nonexempt: Hourly rate multiplied by 28 hours (average number of hours worked for this classification) times 52 weeks
- Territory and Revision Leads & Full-Time Merchandisers: Hourly rate multiplied by 28 hours (average number of hours worked for this classification) times 52 weeks

If the **associate's** pay increases during the year, the **associate's** life insurance benefit amount will increase as well; however, contributions for coverage will not increase until the next annual open enrollment, to be effective January 1 of the following plan year.

***Environmental Illness*** - the following definition applies to the long-term disability insurance coverage

An **illness** which results from inability to function due to an acquired disorder presenting with multiple recurrent non-specific symptoms referable to multiple organ systems. Symptoms may be provoked by exposure to low levels of chemical, biological, or physical agents tolerated by the majority of people.

***Facility***

A healthcare institution which meets all applicable state or local licensure requirements.

***Full-time***

Refer to *Eligibility*, ***Associate Eligibility*** for a definition of the term ***full-time***.

***Hazardous Activity***

An activity that exposes a **covered person** to dangerous conditions and significantly increases risk of death or bodily ***injury***.

***Hospital or Institution*** - the following definition applies to the long term disability insurance coverage

A facility licensed to provide care and treatment for the condition causing the ***associate's total disability***.

***Idiopathic Environmental Intolerance***

An illness which results from the ***associate's*** inability to function due to an acquired disorder presenting with multiple recurrent non-specific symptoms referable to multiple organ systems. Symptoms may be provoked by exposure to low levels of chemical, biological, or physical agents tolerated by the majority of people.

***Illness***

A bodily disorder, disease, physical sickness, or ***pregnancy*** of an ***associate***.

***Incurred or Incurred Date***

With respect to a ***covered expense***, the date the services, supplies or treatment are provided.

***Injury***

A physical harm or disability which is the result of a specific incident caused by external means. The physical harm or disability must have occurred at an identifiable time and place. ***Injury*** does not include ***illness*** or infection of a cut or wound.

***Intoxicated***

***Intoxicated*** means that the injured person's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

***Layoff***

A period of time during which the ***associate***, at American Greetings' request, does not work for American Greetings, but which is of a stated or limited duration and after which time the ***associate*** is expected to return to ***full-time***, active work. ***Layoffs*** will otherwise be in accordance with American Greetings' standard personnel practices and policies.



### ***Leased or Controlled Aircraft***

An aircraft which;

- has been leased, rented or borrowed by the **company** for at least ten (10) consecutive days;
- subject to the terms of the lease agreement, can be used at the **company's** discretion; and
- cannot be altered or sold by the **company** without the consent of the owner or lessor.

### ***Leave of Absence***

A period of time during which the **associate** does not work, but which is of stated duration after which time the **associate** is expected to return to active work.

### ***Loss of Hearing***

The entire and irrecoverable loss of hearing in both ears that continues for six (6) consecutive months following the accidental injury.

### ***Loss of Sight***

Permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

### ***Loss of Speech***

The entire and irrecoverable loss of speech that continues for six (6) consecutive months following the accidental injury.

### ***Loss of Thumb and Index Finger of Same Hand***

The thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

### ***Mental Health Facility***

A facility licensed in the jurisdiction in which it is located to provide care and treatment for a Mental or Nervous Disorder or Disease. Such facility must provide care on a 24 hour a day basis under the supervision of a staff of **physicians**, and must provide a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

***Mental or Nervous Disorders*** - the following definition applies to the long term disability insurance coverage A medical condition which meets the diagnostic criteria set forth in the most recent edition of the Diagnostic And Statistical Manual Of Mental Disorders as of the date of the **associate's** Disability. A condition may be classified as a Mental or Nervous Disorder or Disease regardless of its cause.

### ***Multiple Chemical Sensitivity Syndrome, or Environmental Illness***

An illness which results from the **associate's** inability to function due to an acquired disorder presenting with multiple recurrent non-specific symptoms referable to multiple organ systems. Symptoms may be provoked by exposure to low levels of chemical, biological, or physical agents tolerated by the majority of people.

### ***Named Fiduciary for Claim Appeals***

The **named fiduciary for claim** appeals is the applicable **claims administrator**.

### ***Occupational Injury or Illness***

An ***injury*** or ***illness*** that was caused by or aggravated by any employment for pay or profit or any ***injury*** or ***illness*** which the ***associate*** alleges was caused by any employment for pay or profit.

### ***Owned Aircraft***

An aircraft to which the Policyholder holds legal or equitable title.

### ***Passenger Car***

Any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

### ***Paralysis***

The loss of use of a limb, without severance. A ***Physician*** must determine the ***paralysis*** to be permanent, complete and irreversible.

***Physician*** - the following definition applies to the life and accidental death and dismemberment insurance and long-term disability insurance

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the ***plan***. Each such person must be licensed in the jurisdiction where they perform the service and must act within the scope of that license. They must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- the ***associate***;
- the ***associate's*** spouse; or
- any member of the ***associate's*** immediate family including the ***associate's*** or ***associate's*** spouse's:
  - parents;
  - children (natural, step or adopted);
  - siblings;
  - grandparents; or
  - grandchildren.

### ***Plan***

***"Plan"*** refers to the benefits and provisions for payment of same as described herein. The ***Plan*** is the American Greetings Corp. Insured Welfare Benefits Plan, including Life, AD&D and BTA. LTD is part of the American Greetings Corporation Welfare Benefits Plan.

### ***Plan Administrator***

The ***plan administrator*** is the Benefits Advisory Committee.

### ***Plan Sponsor***

The ***Plan sponsor*** is American Greetings Corporation.

### ***Plan Year End***

The **plan year end** is the twelve (12) consecutive month period beginning on March 1st and ending on the last day in February.

### ***Pre-existing Condition - the following definition applies to the long term disability coverage***

Any illness or injury for which the **associate** received medical treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately prior to the **associate's** effective date of coverage.

### ***Proof***

Written evidence satisfactory to the **Claims Administrator** that a person has satisfied the conditions and requirements for any benefit described in this booklet. When a claim is made for any benefit described in this document, **proof** must establish:

- the nature and extent of the loss or condition;
- the **Claims Administrator's** obligation to pay the claim; and
- the claimant's right to receive payment.

**Proof** must be provided at the claimant's expense.

### ***Regular Occupation - the following definition applies to the long term disability insurance coverage***

The occupation the **associate** is routinely performing when **total disability** begins. The **claims administrator** will look at the **associate's** occupation as it is normally performed in the national economy, and not the unique duties performed for a specific employer or in a specific locale.

### ***Rehabilitative Employment - the following definition applies to the long term disability insurance coverage***

Work in any gainful occupation for which the **associate's** training, education or experience will reasonably allow. The work must be supervised by a **physician** or a licensed or certified rehabilitation specialist approved by the **claims administrator**. **Rehabilitative employment** includes work performed while partially disabled, but does not include performing all the material duties of the **associate's regular occupation** on a full-time basis.

### ***Return-to-Work Program - the following definition applies to the long term disability insurance coverage***

The program aims to identify the necessary training and therapy that can help an **associate** return to work. This includes helping an **associate** return to their former occupation, although rehabilitation can also lead to a new occupation which is better suited to their condition.

### ***Relevant Information***

**Relevant information**, when used in connection with a claim for benefits or a claim appeal, means any document, record or other information:

1. Relied on in making the benefit determination; or
2. That was submitted, considered or generated in the course of making a benefit determination, whether or not relied upon; or
3. That demonstrates compliance with the duties to make benefit decisions in accordance with **Plan** documents and to make consistent decisions; or
4. That constitutes a statement of policy or guidance for the **Plan** concerning the denied treatment or benefit for the **covered person's** diagnosis, even if not relied upon.

***Retirement Benefits - the following definition applies to the long term disability insurance coverage***

Money which the **associate** is entitled to receive upon early or normal retirement or disability retirement under:

1. any plan of a state, county or municipal retirement system, if such pension benefits include any credit for employment with the Policyholder;
2. Retirement Benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act; or
3. an employer's retirement plan where payments are made in a lump sum or periodically and do not represent contributions made by the **associate**.

***Retirement benefits*** do not include:

1. profit sharing plans;
2. thrift or savings plans;
3. non-qualified plans of deferred compensation;
4. plans under IRC Section 401(k) or 457;
5. Individual retirement accounts (IRA);
6. tax sheltered annuities (TSA) under IRC Section 403(b);
7. stock ownership plans; or
8. Keogh (HR-10) plans.

***Required By Law***

The same meaning as the term "required by law" as defined in 45 CFR 164.501, to the extent not preempted by ERISA or other Federal law.

***Seat Belt***

Any restraint device that meets published U.S. Government safety standards, is properly installed by the car manufacturer and has not been altered after installation. The term also includes a child restraint device that meets the requirements of state law.

***Self-Reported Conditions - the following definition applies to the long term disability insurance coverage***

Conditions which, when reported by the **associate's physician**, cannot be verified using generally accepted standard medical procedures and practices. Examples of such conditions include, but are not limited to, headaches, dizziness, fatigue, loss of energy or pain.

***Spouse***

The **associate's** lawful spouse or **domestic partner** as evidenced by submission of the Affidavit of **Domestic Partner** document.

Note that for Business Travel Accident coverage, the term **spouse/domestic partner** does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- lives outside of the United States or Canada.

***Substance - the following definition applies to the long term disability coverage***

Alcohol and those drugs included on the Department of Health, Retardation and Hospitals' Substance Abuse list of addictive drugs, except tobacco and caffeine are excluded.

***Substance Abuse - the following definition applies to the long term disability coverage***

The pattern of pathological use of a **substance** which is characterized by:

- impairments in social and/or occupational functioning;
- debilitating physical condition;
- inability to abstain from or reduce consumption of the Substance; or
- the need for daily Substance use for adequate functioning.

***Substance Abuse Rehabilitation Program - the following definition applies to the long term disability coverage***

A program supervised by a **Physician** or a licensed rehabilitation specialist approved by the **claims administrator**.

***Terminally Ill***

A person whose life expectancy is twelve (12) months or less.

***Terrorist Act - the following definition applies to the business travel accidental death and dismemberment insurance benefits***

A politically or socially-motivated act of violence carried out by an individual or group of persons who may or may not be operating on behalf of a sovereign state with the intent to change political or social policy. A terrorist act does not include any act of violence carried out by a branch of the armed forces of a sovereign state.

***Total Disability or Totally Disabled - the following definition applies to life insurance benefits.***

Due to an **injury** or **illness**, the **associate** is:

- unable to perform the material duties of their regular job; and
- unable to perform any other job for which they are fit by education, training or experience.

***Totally Disabled or Total Disability - the following definition applies to the long term disability benefits***

Due to a direct result of an accidental **injury** or **illness**:

The **associate** is receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and

The **associate** is, during the Elimination Period and the next 24 months of illness or injury, unable to perform each of the material duties of their own occupation from any employer in the national economy. After such period the **associate** is unable to perform the duties of any gainful occupation from any employer in the National Economy for which they are reasonably qualified taking into account their training, education and experience.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If the **associate** is employed by the **company** and requires a license for such occupation, the loss of such license for any reason does not in and of itself constitute **total disability**.

### ***Viatical assignment***

A viatical assignment is made when a ***covered person*** who is a terminally ill or chronically ill insured absolutely assigns all right, title, interest and incidents of ownership of their life insurance coverage to a viatical settlement provider. The viatical settlement provider pays the insured a discounted amount of the life insurance benefit.

# SUMMARY PLAN DESCRIPTION

***The following information applies to the Life Insurance and Accidental Death and Dismemberment Insurance, Business Travel Accidental Death and Dismemberment Insurance and Long Term Disability coverage described in this document.***

The fully insured benefits hereunder are provided pursuant to an insurance contract between American Greetings Corporation and MetLife. If the terms of this document conflict with terms of the applicable insurance contract, the terms of the insurance contract will control, unless superseded by applicable law.

***Name of Plan:***

The official name of the Plan is the American Greetings Corp. Insured Welfare Benefits Plan. The life insurance and accidental death and dismemberment insurance, business travel accidental death and dismemberment insurance and long term disability insurance benefits described in this document are provided under that plan.

***Name, Address and Phone Number of Employer/Plan Sponsor:***

American Greetings Corporation  
One American Blvd  
Cleveland, OH 44145  
Benefits Dept  
216-252-7300, ext. 4192

***Employer Identification Number:***

34-0065325

***Plan Number:***

502

***Group Number:***

MetLife - Life and Accidental Death and Dismemberment Benefits: 84998-G

MetLife – Disability Income Insurance: Long Term Benefits: 84998-G

MetLife – Business Travel Accidental Death and Dismemberment Benefits: 84998-1-BTA

CIGNA International – Basic Life and Basic Accidental Death and Dismemberment Benefits for those not covered under MetLife: 03716A

***Type of Plan:***

Welfare Benefit Plan: Life and Accidental Death and Dismemberment, Business Travel Accidental Death and Dismemberment Insurance and Long Term Disability benefits.

***Type of Administration:***

The life and accidental death and dismemberment and business travel accidental death and dismemberment benefits described in this document are provided pursuant to an insurance contract issued to American Greetings Corporation by MetLife. MetLife is the ***Claims Administrator*** for these Plan benefits.

The long term disability benefits (for most **associates**) described in this document are provided pursuant to an insurance contract issued to American Greetings Corporation by MetLife.

The basic life and accidental death and dismemberment benefits described in this document for international **associates** are provided pursuant to an insurance contract issued to American Greetings Corporation by CIGNA International. CIGNA International is the **Claims Administrator** for these Plan benefits for those eligible **associates** covered under CIGNA International.

***Name, Address and Phone Number of Plan Administrator:***

Benefits Advisory Committee  
American Greetings Corporation  
One American Blvd  
Cleveland, OH 44145  
216-252-7300 ext. 4192

***Name, Address and Phone Number of Legal Service:***

The agent for service of legal process for the **plan** is:

General Counsel & Chief HR Officer  
American Greetings Corporation  
One American Blvd  
Cleveland, OH 44145  
216-252-7300 ext. 4192

Legal process may be served with a copy to:

General Counsel  
American Greetings Corporation  
One American Blvd  
Cleveland, Ohio 44145

***Eligibility Requirements:***

For detailed information regarding a person's eligibility to participate in the **Plan**, refer to the following section:

***Eligibility, Enrollment and Effective Date of Coverage***

For detailed information regarding a person being ineligible for benefits through termination of coverage or **Plan** exclusions, refer to the following sections:

*Schedule of Benefits*  
*When Coverage Ends*  
*Plan Exclusions*

***Plan Termination:***

The **plan sponsor** reserves the right to terminate the **Plan** at any time. Upon termination, the rights of the **covered persons** to benefits are limited to claims **incurred** up to the date of termination. Any termination of the **Plan** will be communicated to the **covered persons**.



**Source of Plan Contributions:***Life Insurance*

No contributions are required from **associates** for the Basic Life Insurance and Accidental Death and Dismemberment Insurance or Business Travel Accidental Death and Dismemberment Insurance. Contributions are required from **associates** for the Optional **Associate** and Dependent Life Insurance and Accidental Death and Dismemberment Insurance.

*Long Term Disability Coverage*

No contributions are required from **associates** for Basic Long Term Disability coverage. Contributions are required from **associates** for Optional Long Term Disability Buy Up coverage.

**Funding Method:**

Life Insurance and Accidental Death and Dismemberment Insurance benefits are provided under a fully insured policy with MetLife (group contract 84998-G).

Business Travel Accidental Death and Dismemberment Insurance benefits are provided under a fully insured policy with MetLife (group contract 84998-1-BTA).

Long Term Disability benefits for all **associates** are provided under a fully insured policy with MetLife – Disability Income Insurance: Long Term Benefits (group contract 84998-G)

**Effective Date of the Plan:**

The **effective date** of this Summary Plan Description is January 1, 2023.

**Ending Date of Plan Year:**

The plan year is March 1<sup>st</sup> – last day in February. The benefit election year is January – December.

**Procedures for Filing Claims:**

For detailed information on how to submit a claim for benefits, or how to file an appeal on a processed claim, refer to the section entitled *Claim Filing Procedure/Filing a Life Insurance and Accidental Death and Dismemberment Insurance* and *Claim Filing Procedure/Filing a Disability Claim*.

***Name, Address and Phone Number of Claims Administrator:***

**Life and Accidental Death and Dismemberment Benefits and Business Travel Accidental Death and Dismemberment Benefits**

P.O. Box 6100  
Scranton, PA 18505-6100  
800-638-6420

Claims processing and other administrative services for Life and Accidental Death and Dismemberment Benefits are provided under MetLife (group contract number 84998-G).

Claims processing and other administrative services for Business Travel Accidental Death and Dismemberment Benefits are provided under MetLife (group contract number 84998-1-BTA).

**Long Term Disability Benefits**

MetLife Disability  
P.O. Box 14590  
Lexington, KY 40511-4590  
Phone: (888)-857-6721  
Fax: (800) 230-9531

Claims processing and other administrative services for the Long Term Disability Benefits are provided by MetLife. Long Term Disability benefits for all **associates** are provided under a fully insured policy with MetLife – Disability Income Insurance: Long Term Benefits (group contract number 84998-G)

# STATEMENT OF ERISA RIGHTS

***The following information applies to the Life and Accidental Death and Dismemberment Insurance, Business Travel Accidental Death and Dismemberment Insurance and Long Term Disability coverage described in this document.***

Participants in the **Plan** are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

1. Examine, without charge, all documents governing the **Plan**, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the **Plan** with the U.S. Department of Labor, if applicable, by contacting the AGBenefits Service Center.
2. Obtain, upon written request by contacting the AGBenefits Service Center, copies of documents governing the operation of the **Plan**, including insurance contracts and collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description, if applicable. Although presently American Greetings does not charge, the **plan administrator** may require payment of a reasonable charge for the copies.
3. Receive a summary of the **Plan's** annual financial report. The **plan administrator** is required by law to furnish each participant with a copy of this summary annual report, if applicable.

In addition to creating rights for **Plan** participants, ERISA imposes obligations upon the people who are responsible for the operation of the **Plan**. The people who operate the **Plan**, called "fiduciaries" of the **Plan**, have a duty to do so prudently and in the interest of all **Plan** participants.

No one, including American Greetings, a union, or any other person, may fire an **associate** or discriminate against an **associate** to prevent the **associate** from obtaining any benefit under the **Plan** or exercising their rights under ERISA.

If claims for benefits under the **Plan** are denied, in whole or in part, the participant must receive a written explanation of the reason for the denial. The participant has the right to have the **Plan** review and reconsider the claim.

Under ERISA, there are steps participants may take to enforce their rights. For instance, if material is requested from the **Plan** and the material is not received within thirty (30) days, the participant may file suit in a federal court. In such case, the court may require the **plan administrator** to provide the materials and pay the participant up to \$110 a day until the materials are received, unless the materials were not provided for reasons beyond the control of the **plan administrator**. If a claim for benefits is denied or ignored in whole or in part and after exhaustion of all administrative remedies, the participant may file suit in a state or federal court. In addition, if you disagree with the **Plan's** decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in a federal court.

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

Participants should contact the **plan administrator**, by contacting the AGBenefits Service Center, for questions about the **Plan**. For questions about this statement or about rights under ERISA, participants should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor listed in their telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

# GENERAL PROVISIONS

## ADMINISTRATION OF THE PLAN

The **plan administrator** is the Benefits Advisory Committee. The **plan administrator** shall have full charge of the operation and management of the **Plan**. All matters relating to the administration of the **Plan**, including the duties imposed upon the **plan administrator** by law and the interpretation of the **Plan** provisions are the responsibility of the **plan administrator**. In general, the **plan administrator** is the sole judge of the application and interpretation of the **Plan**, consistent with the appropriate collective bargaining agreement provisions, and has the discretionary authority to construe the provisions of the **Plan**, to resolve disputed issues of fact, and to make determinations regarding eligibility for benefits except where such decisions would be in conflict with such collective bargaining unit provisions. The **plan administrator** has the authority, in the **plan administrator's** sole discretion, to interpret the **Plan** and resolve ambiguities therein, to develop rules and regulations to carry out the provisions of the **Plan**, and to make factual determinations. However, the **plan administrator** shall have the right to hire all persons providing services to the **plan**, for example; American Greetings has hired ADP to provide the AGBenefits Service Center for employee servicing and enrollment. The Plan Administrator has appointed a **claims administrator(s)** to receive, review and process claims for benefits:

MetLife is the **claims administrator** for the Life Insurance and Accidental Death and Dismemberment Insurance and Business Travel Accidental Death and Dismemberment Insurance benefits.

MetLife is the claims administrator for the fully insured Long Term Disability coverage provided to all **associates** provided under a fully insured policy with MetLife – Disability Income Insurance: Long Term Benefits (Group contract 84998-G)..

The Plan Administrator has delegated to **claims administrator** the discretionary authority to determine eligibility for benefits and the amount of benefits due, to construe the terms of the contract, and generally to do all other things needed to administer the contract. The **plan administrator** retains all of its other authority.

## APPLICABLE LAW

All provisions of the Life Insurance and Accidental Death and Dismemberment Insurance Plan shall be construed and administered in a manner consistent with the requirements under the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

## ASSIGNMENT – *this provision applies to Long Term Disability Insurance*

No **associate** may otherwise assign, pledge, encumber or otherwise alienate any legal or beneficial interest in benefits under the **Plan**, and any attempt to do so will be void.

## BENEFITS NOT TRANSFERABLE

Except as otherwise stated herein, no person other than an eligible **covered person** is entitled to receive benefits under this **Plan**. Such right to benefits is not transferable.

## CLERICAL ERROR

No clerical error on the part of the **plan sponsor** or **claims administrator** shall operate to defeat any of the rights, privileges, services, or benefits of any **associate** or any **dependent(s)** hereunder, nor create or continue coverage which would not otherwise validly become effective or continue in force hereunder. An equitable

adjustment of contributions and/or benefits will be made when the error or delay is discovered. No party shall be liable for the failure of any other party to perform.

## **CONFORMITY WITH STATUTE(S)**

Any provision of the **Plan** which is in conflict with statutes which are applicable to this **Plan** is hereby amended to conform to the minimum requirements of said statute(s).

## **INCAPACITY**

If, in the opinion of the **employer**, a **covered person** for whom a claim has been made is incapable of furnishing a valid receipt of payment due to them and in the absence of written evidence to the **Plan** of the qualification of a guardian or personal representative for their estate, the **plan sponsor** may on behalf of the **Plan**, at its discretion, make any and all such payments to the provider of services or other person providing for the care and support of such person. Any payment so made will constitute a complete discharge of the **Plan's** obligation to the extent of such payment.

## **INCONTESTABILITY**

All statements made by the **plan sponsor** or by the **associate** covered under this **Plan** shall be deemed representations and not warranties. Such statements shall not void or reduce the benefits under this **Plan** or be used in defense to a claim unless they are contained in writing and signed by the **plan sponsor** or by the **covered person**, as the case may be. A statement made shall not be used in any legal contest unless a copy of the instrument containing the statement is or has been furnished to the other party to such a contest.

## **LEGAL ACTIONS**

### **Time Limit on Legal Procedures Against Insurance Carrier**

A legal action on a claim may only be brought against the Claims Administrator during a certain period for insured programs. This period is applicable to each Claims Administrator as referenced in the applicable insurance certificate.

### **Time Limit on Legal Procedures Against American Greetings**

In particular, under the plan as amended, a claimant generally must commence their claim or lawsuit against American Greetings no later than 24 months after the earliest of (1) the date of the loss for which the claimant is seeking a Plan benefit, (2) the date the **Claims Administrator** first denies the claimant's request for a Plan benefit or (3) the earliest date claimant knew or should have known the material facts on which their lawsuit is based. However, if the claimant commences their claim within this 24-month period, the deadline for the claimant to file a lawsuit will not expire until the later of the last day of the 24-month claims period and three months after the final notice of denial of their appealed claim is sent to them by the **Claims Administrator** unless longer as required by law.

## **LOST DISTRIBUTEES**

Any benefit payable hereunder shall be deemed forfeited if the **plan administrator** is unable to locate the **covered person** to whom payment is due, provided, however, that such benefits shall be reinstated if a claim is made by the **covered person** for the forfeited benefits within the time prescribed in *Claim Filing Procedure*.

## **MISREPRESENTATION**

If the **covered person** or anyone acting on behalf of a **covered person** makes a false statement on the application for enrollment, or withholds information with intent to deceive or affect the acceptance of the enrollment application

or the risks assumed by the **Plan**, or otherwise misleads the **Plan**, the **Plan** shall be entitled to recover its damages, including legal fees, from the **covered person**, or from any other person responsible for misleading the **Plan**, and from the person for whom the benefits were provided. Any material misrepresentation on the part of the **covered person** in making application for coverage, or any application for reclassification thereof, or for service there under shall render the coverage under this **Plan** null and void.

## **PHYSICAL EXAMINATIONS REQUIRED BY THE PLAN**

The **claims administrator**, at its own expense, shall have the right to require an examination of a person covered under this **Plan** when and as often as it may reasonably require during the pendency of a claim.

## **PLAN IS NOT A CONTRACT**

The **Plan** shall not be deemed to constitute a contract between American Greetings and any **associate** or to be a consideration for, or an inducement or condition of, the employment of any **associate**. Nothing in the **Plan** shall be deemed to give any **associate** the right to be retained in the service of American Greetings or to interfere with the right of American Greetings to terminate the employment of any **associate** at any time.

## **PLAN MODIFICATION AND AMENDMENT**

The **plan sponsor** may modify or amend the **Plan** (subject to the provision of the collective bargaining agreement where applicable), and such amendments or modifications which affect **covered persons** will be communicated to the **covered persons** as and when required by applicable law. Any such amendments shall be in writing, setting forth the modified provisions of the **Plan**, the **effective date** of the modifications, and shall be signed by the **plan sponsor's** designee.

Such modification or amendment shall be duly incorporated in writing into the master copy of the **Plan** on file with the **plan sponsor**, or a written copy thereof shall be deposited with such master copy of the **Plan**. Appropriate filing and reporting of any such modification or amendment with governmental authorities and to **covered persons** shall be timely made by the **plan sponsor**.

## **PRONOUNS**

All personal pronouns used in this **Plan** shall include either gender unless the context clearly indicates to the contrary.

## **RECOVERY FOR OVERPAYMENT**

Whenever payments have been made from the **Plan** in excess of the maximum amount of payment necessary, the **Plan** will have the right to recover these excess payments. If the **Plan** makes any payment that, according to the terms of the **Plan**, should not have been made, the **Plan** may recover that incorrect payment, whether or not it was made due to the **Plan's** or the **Plan's** designee's own error, from the person or entity to whom it was made or from any other appropriate party.

## **TIME EFFECTIVE**

The effective time with respect to any dates used in the **Plan** shall be 12:00 a.m. (midnight) as may be legally in effect at the address of the **plan administrator**.

## ***WORKERS' COMPENSATION NOT AFFECTED***

This ***Plan*** is not in lieu of, and does not affect any requirement for, coverage by Workers' Compensation Insurance.