Summary Plan Description



IMPORTANT BENEFITS INFORMATION

AT&T Group Life Insurance Program for Active Employees

This summary plan description (SPD) is an update to the AT&T Group Life Insurance Program for Active Employees (a component program of the AT&T Umbrella Benefit Plan No. 3), the AT&T Special AD&D Insurance Program (a component program of the AT&T Umbrella Benefit Plan No. 2), the AT&T Supplementary Group Life Insurance Program (a component program of the AT&T Umbrella Benefit Plan No. 2) and the AT&T Dependent Group Life Insurance Program (also a component program of the AT&T Umbrella Benefit Plan No. 2). This SPD replaces your existing life insurance SPD and all of its summaries of material modifications (SMMs).

Please keep this SPD for future reference.

DISTRIBUTION: Distributed to all Eligible Employees of Participating Companies listed in Appendix A, *Participating Companies*.

NIN: 78-44415

IMPORTANT INFORMATION

This Summary Plan Description (SPD) was written for easy readability. In all cases, the official Plan documents govern and are the final authority on Plan terms. If there are any discrepancies between the information in this SPD and Plan documents, Plan documents will control. AT&T Inc. reserves the right to terminate or amend any and all of its employee benefits plans or programs. Participation in a Plan is neither a contract, nor a quarantee of future employment.

What Is This Document?

This SPD is a guide to your Program benefits. This SPD, together with the SMMs issued for this Program, constitute your SPD for this Program. See the <u>"Eligibility and Participation"</u> section for more information about Program eligibility under the Plan.

Este documento contiene un resumen, en inglés. Si usted tiene dificultad en entender este documento, entre en contacto por favor con AT&T Benefits Center, **877-722-0020**.

What Information Do I Need to Know to Use This SPD?

Eligibility, available coverage, contributions, and other Program provisions depend on certain factors such as your:

- Employment status (for example full-time or part-time)
- Job title classification
- Employer
- Service history (for example, hire date, Termination of Employment or Term of Employment)

To understand how the various provisions affect you, you will need to know the above information. The Eligibility and Enrollment Vendor can provide these details. See the <u>"Contact Information"</u> section for more information on how to contact the Eligibility and Enrollment Vendor.

What Action Do I Need to Take?

You should review this Summary Plan Description (SPD). Keep your SPDs and SMMs for your future reference. They are your primary resource for your questions about the Program.

How Do I Use This Document?

As you read this SPD, pay special attention to the key points at the beginning of most major sections and shaded boxes that contain helpful examples and important notes. While AT&T has provided these tools to help you better understand the Program, it is important that you read the SPD in its entirety, so that you can understand the Program details. Throughout this SPD, there are cross references to other relevant sections in the SPD. You will find opportunities to easily navigate to information. If you are viewing the SPD online, you may click on cross-referenced sections and the Table of Contents to navigate to more information within the SPD. If you are viewing the printed version of this SPD, you may locate these sections by using the Table of Contents.



Throughout this SPD, you will see this icon when you have the opportunity to access information that is not a part of this SPD. When clicking on links represented by this icon, you are leaving the SPD and are going to a third-party managed website to view information and materials that are not part of the SPD. **NOTE:** In this SPD, links to external information are located on page 14 and page 20.

Questions?

If you have questions regarding your Program benefits, contact the Claims Administrator. See the "Contact Information" section for information on how to contact the Claims Administrator.

Si usted tiene alguna dificultad en entender cualquier parte de este documento, entre en contacto por favor con el Claims Administrator en la seccion de <u>"Contact Information"</u>.

USING THIS SUMMARY PLAN DESCRIPTION

KEY POINTS

- This document is a summary plan description (SPD) for the Program. It is effective Jan. 1, 2019, unless otherwise noted. It replaces all previously issued Plan documents, SPDs and summaries of material modifications (SMMs). This SPD, along with the Plan document for the AT&T Umbrella Benefit Plan No. 2 and AT&T Umbrella Plan No. 3 constitute the Plan Document for the Program.
- Use this SPD to find answers to your questions about Program Benefits. The SPD provides information about eligibility, coverage, and legal protections.
- Certain words are capitalized in this SPD. These words have specific meanings. See the "Definitions" section for descriptions.
- Plan refers to the AT&T Umbrella Benefit Plan No. 2 and AT&T Umbrella Plan No. 3.
- Program collectively refers to the AT&T Group Life Insurance Program for Active Employees (a component program of the AT&T Umbrella Benefit Plan No. 3), the AT&T Special AD&D Insurance Program (a component program of the AT&T Umbrella Benefit Plan No. 2), the AT&T Supplementary Group Life Insurance Program (a component program of the AT&T Umbrella Benefit Plan No. 2), the AT&T Dependent Group Life Insurance Program (also a component program of the AT&T Umbrella Benefit Plan No. 2).

The SPD is a legal document that provides comprehensive information about the AT&T Group Life Insurance Program for Active Employees (a component program of the AT&T Umbrella Benefit Plan No. 3), the AT&T Special AD&D Insurance Program (a component program of the AT&T Umbrella Benefit Plan No. 2), the AT&T Supplementary Group Life Insurance Program (a component program of the AT&T Umbrella Benefit Plan No. 2) and the AT&T Dependent Group Life Insurance Program (also a component program of the AT&T Umbrella Benefit Plan No. 2). The AT&T Umbrella Benefit Plan No. 1 and the AT&T Umbrella Benefit Plan No. 2 were established on Jan. 1, 2001 and incorporate certain welfare plans sponsored by AT&T Inc. In

addition, the AT&T Umbrella Benefit Plan No. 3 was established on Jan. 1, 2014 and incorporates certain welfare plans sponsored by AT&T Inc.

Company Labels and Acronyms Used in This SPD

Most information in this SPD applies to all participants. However, some Program provisions regarding eligibility, contributions, enrollment changes and benefit levels may differ depending on your employment status, job title, employing Company and service history. Acronyms, not the official company names or groups, identify differences that apply to a particular company or group. See "Appendix A" Participating Companies for the list of Participating Companies names and groups and their associated acronyms. If you are not sure what information applies to you, contact the Eligibility and Enrollment Vendor. See the Eligibility and Enrollment Vendor table in the "Contact Information" section for contact information.

Section References

Many sections of this SPD relate to other sections of the document. Since you may not find all of the information you need by reading only one section, it is important that you review all sections that apply to a specific topic. Also, refer to footnotes and notes embedded in the text. They clarify, offer additional information or identify exceptions that apply to certain Covered Persons. These notes are important to fully understand Program Benefits.

Program Responsibilities

This Program determines covered Benefits. Program fiduciaries have been delegated the exclusive right to interpret and administer applicable Program provisions. Their decisions are conclusive and binding and are not subject to further review under the Program.

CONTENTS

Important Information			2
What Is This Document?		2	
What Information Do I Need to Know to Use This SPD?		2	
What Action Do I Need to Take?		2	
How Do I Use This Document?		2	
Questions?		3	
Using This Summary Plan Description			3
Company Labels and Acronyms Used in This SPD		4	
Section References		4	
Program Responsibilities		4	
Highlights			10
Eligibility and Participation			10
Eligibility at a Glance		10	
Eligibility at a Glance - Table 1	11		
Eligibility at a Glance - Table 2	12		
How to Determine if You Are Eligible for This Program		13	
Rehired Eligible Former Employees			
Surplus Special Appendix Employees			
Transition Group 1 or 2 Employee – Cingular Wireless			
How to Determine if Your Dependents Are Eligible		14	
Eligible Dependents			
Eligible Dependent Rules - Table 1			
Eligible Dependent Rules - Table 2			
Eligible Dependent Rules - Table 3			
Eligible Dependent Exceptions			
Dependent Eligibility Verification			
Certification of Disabled Dependents			
Ineliqible Dependents			
Dual Enrollment			
Enrollment and Changes to Your Coverage			22
Enrollment at a Glance			
Enrollment at a Glance - Table 1			
Enrollment at a Glance - Table 2			
Enrollment Rules for You		30	
Continuing Coverage as an Eligible Former Employee			
Evidence of Insurability (EOI) (or Statement of Health)			
Annual Enrollment			
Employment Classification Change Enrollment			
Change-in-Status Events			
Enrollment Rules for Your Dependents		32	
Evidence of Insurability (EOI) (or Statement of Health)			
Contributions			33
Cost of Coverage			33
How Contributions Are Determined			
Basic Life Insurance			35
Pacie Life Insurance at a Clance	•••••	25	55

Basic Life Insurance at a Glance - Table 1 — Management Employees and those that follow management benefits as they			
may change from time to time (including AT&T Mobility Services			
LLC – IBEW 1547 Active Employees)	35		
Basic Life Insurance at a Glance - Table 2 - All Others	36		
Coverage Amount			
Imputed Income		36	
When Benefits Are Paid		36	
Option to Accelerate Payment of Death Benefits			
How Benefits Are Paid			
Situations Affecting Your Coverage			
Company-Paid Eligible Dependent Basic Life and AD&D Insurance			37
Dependent Basic Life Insurance at a Glance			
Eligibility			
Coverage Amount			
Taxation of Employer-Provided Dependent Basic Life Insurance			
When Benefits Are Paid			
How Benefits Are Paid			
Situations Affecting Your Coverage			
Supplemental Life Insurance			41
Supplemental Life Insurance at a Glance			
Coverage Amount		42	
Changing Your Coverage Options			
When Benefits Are Paid		42	
Option to Accelerate Payment of Death Benefits			
How Benefits Are Paid			
Situations Affecting Your Coverage			
Supplemental Spouse and Child Life Insurance			43
Supplemental Spouse Life Insurance at a Glance		44	
Supplemental Spouse Life Insurance at a Glance - Table 1	44		
Supplemental Spouse Life Insurance at a Glance - Table 2			
Supplemental Child Life Insurance at a Glance		44	
Supplemental Child Life Insurance at a Glance - Table 1			
Supplemental Child Life Insurance at a Glance - Table 2			
Coverage Amount		45	
Changing Your Coverage Options			
When Benefits Are Paid			
How Benefits Are Paid			
Situations Affecting Your Coverage			
Basic and Supplemental Accidental Death and Dismemberment Insur			46
Basic and Supplemental Accidental Death and Dismemberment Insurance at a			
Glance			
Coverage Amount		50	
Seat Belt Benefit	50		
Basic and Supplemental AD&D Insurance Exclusions (including Seat Belt Benefit)	50		
When Benefits Are Paid			
How Benefits Are Paid		51	
Situations Affecting Your Coverage			
Special Accidental Death and Dismemberment Insurance			51

Special Accidental Death and Dismemberment Insurance at a Glance		51	
Special AD&D Insurance at a Glance - Table 1	52		
Special AD&D Insurance at a Glance - Table 2	56		
Coverage Amount		60	
Seat Belt Benefit	60		
Special AD&D Insurance Exclusions (including Seat Belt Benefit)	60		
When Benefits Are Paid		60	
How Benefits Are Paid		61	
Situations Affecting Your Coverage		61	
Supplemental Dependent Accidental Death and Dismemberment Insu	rance.		61
Supplemental Spouse Accidental Death and Dismemberment Insurance at a			
Glance		61	
Spouse AD&D Insurance at a Glance - Table 1	62		
Spouse AD&D Insurance at a Glance - Table 2	64		
Supplemental Child Accidental Death and Dismemberment Insurance at a Glar	nce	66	
Supplemental Child AD&D Insurance at a Glance - Table 1	66		
Supplemental Child AD&D Insurance at a Glance - Table 2	69		
Coverage Amount		71	
Changing Your Coverage Options	71		
Seat Belt Benefit	71		
Supplemental Dependent AD&D Insurance Exclusions (including			
Seat Belt Benefit)			
When Benefits Are Paid			
How Benefits Are Paid			
Situations Affecting Your Coverage	•••••	72	
Claims Procedures			72
Claims for Eligibility		73	
When to File a Claim for Eligibility	73		
How to File a Claim for Eligibility	74		
What Happens if Your Claim for Eligibility Is Denied	74		
How to Appeal a Denied Claim for Eligibility	75		
Appeals Process	75		
Claims for Benefits		76	
When to File a Claim	76		
Claim for Benefits Filing Limits	76		
Notification of Benefit Denial		76	
How to Appeal a Benefit Denial	77		
Notice of Final Determination on Appeal	77		
Importance of Exhausting Administrative Remedies	78		
Time to File Suit	78		
Situations Affecting Your Coverage			78
Situations Affecting Your Coverage at a Glance			
When Coverage Ends			84
For Employees			0 1
If You Are Laid Off From Active Employment		03	
If You Become an Eligible Former Employee			
If You Are an LTD Recipient			
If You Take a Leave of Absence			
For Your Spouse and Children		85	

Portability			86
What Is Portability?		86	
When Coverage Can Be Ported		86	
How to Port Your Coverage		86	
Conversion			87
What Is Conversion?		87	
When Coverage Can Be Converted		88	
How to Convert Your Coverage		88	
Plan Administration			89
Plan Administrator		89	
Administration			
You Must Notify Us About Address Changes, Dependent Status Changes and			
Disability Status Changes		90	
Other Plan Information		90	
Change in Insurance Companies		92	
Amendment or Termination of the Plan or Program		92	
Nondiscrimination in Benefits		93	
Limitation of Rights		93	
Right of Recovery of Overpayments		93	
Unclaimed and Abandoned Benefits			
Naming a Beneficiary		93	
Assignment of Benefits		93	
What Is an Assignment?			
Can the Amount of My Assignment Be Changed?	94		
ERISA Rights of Participants and Beneficiaries			94
Your ERISA Rights		94	
Receive information about your Plan and Benefits		94	
Prudent Actions by Plan Fiduciaries			
Enforce Your Rights			
Assistance With Your Questions		95	
Contact Information			96
Information Changes and Other Common Resources			
Definitions			103
Appendix A			115
Participating Companies			
Appendix B			130
Contribution Rate Tables			200
Supplemental Life Insurance Rate Tables			
All Active Employees		130	
All Eligible Former Employees			
Spouse Life Insurance Rate Tables*		131	
Child Life Insurance Rate Table			
AD&D Insurance Rate Tables			
			122
Appendix C			133
Eligible Former Employees		133	
Age and Service Based Eligibility			
Pension Based Eligibility			
Fliaible Employee Groups	1.3.3		

Eligible Former Disabled Employees		136	
Bargained Employees (and Nonmanagement Nonunion Employees			
who receive the same Benefits) of AT&T East or AT&T Midwest	136		
Bargained Employees (and Nonmanagement Nonunion Employees			
who receive the same Benefits) of a Legacy AT&T Corp. Company			
Grandfathered or Other Special Retirement Provisions		137	
DIRECTV Eligible Former Management and NMNU Employees	137		
Employees Who Elect the Transitional Program Under the AT&T			
Inc. Severance Pay Plan			
AT&T West Early Retirement Benefit			
Surplus Special Appendix Employees			
Transition Group 1 Employee – Cingular Wireless			
Transition Group 2 Employee – Cingular Wireless			
Transition Group 3 Employee – Cingular Wireless	138		
Transition Group 4 Employee – Cingular Wireless	138		
Appendix D	•••••		140
Change-in-Status Events	•••••	140	
Change in Legal Marital or Partnership Status	140		
Change in Number of Dependents or Dependent Eligibility	140		
Change in Employee's Employment Status			
Change in Spouse or Dependent's Employment Status	142		
Change in Residence	142		
Change in Benefit Coverage Under Another Employer's Plan	143		
Change in Cost			
Change in Coverage Under Another Employer's Plan			
Addition or Significant Improvement of Benefit Plan Option			
Significant Curtailment of Coverage (With or Without Loss of			
Coverage)	145		
Leave of Absence	145		
Status Change Codes	146		
Appendix E			147
Employee Beneficiary Designation Rules			- - •
Designating a Beneficiary		· ·	
How Your Proceeds Are Distributed to Primary Beneficiaries		154	
How Your Proceeds Are Distributed to Contingent Beneficiaries			
now rout rrocceds Are Distributed to Contingent Deficialles	•••••	± J J	

HIGHLIGHTS

This SPD describes Benefits as of Jan. 1, 2019. Changes since the last SPD, including changes previously communicated through summaries of material modifications (SMMs), are incorporated. While you should review the entire SPD, please note the following list of important changes:

- Effective Jan. 1, 2019, a new company-paid Eligible Dependent life and AD&D Benefit of \$15,000 per dependent has been added for Management Employees and groups that follow management benefits as they change from time to time. See <u>"Company-Paid Eligible</u> <u>Dependent Basic Life and AD&D Insurance"</u> for more information.
- Effective Jan. 1, 2019, the company-paid Basic Life and AD&D Benefit has been increased from one to two times Pay for Management Employees and groups that follow management benefits as they change from time to time. See <u>"Basic Life Insurance at a Glance"</u> section for more information.
- Effective Jan. 1, 2019, for Management Employees and groups that follow management benefits as they change from time to time, all levels of Supplemental Life Insurance for Spouse/LRP will require Evidence of Insurability to apply prior to it becoming effective. See the "Enrollment Rules for Your Dependents" section for further information.
- Information added from the following SMMs:
 - AT&T Group Life Insurance Program for Active Employees NIN 78-43337.
- The list of Participating Companies has been updated. See <u>"Appendix A"</u> for further information.

ELIGIBILITY AND PARTICIPATION

KEY POINTS

- This section summarizes the eligibility rules for Eligible Employees and their Eligible Dependents.
- You and your Eligible Dependents are eligible for coverage upon meeting the eligibility requirements (including the waiting period) described in this section.
- Eligibility rules differ based upon your Employer and employment classification.
- Review the <u>"Enrollment and Changes to Your Coverage"</u> section to understand how and when you must enroll. Some rules outlined in that section may affect your Program Benefits.
- If you have additional questions or want to confirm eligibility, contact the Eligibility and Enrollment Vendor. See the Eligibility and Enrollment Vendor table in the "Contact Information" section for contact information.

Eligibility at a Glance

The *Eligibility at a Glance* tables provide eligibility requirements for the following groups:

• Management Employees, see Table 1

- Nonmanagement Nonunion Employees of AT&T Corp. or AT&T Puerto Rico hired on or after Aug. 9, 2009, or AT&T Corp. (formerly SBC Global Services, Inc.) or DIRECTV Occupational Employees, see Table 1
- Bargained Employees of AT&T Mobility Services CWA, AT&T Mobility Puerto Rico Inc. CWA, AT&T Southeast Core Contract CWA District 3 or AT&T Services, Inc. CWA National Internet Contract Tier 1 or Tier 2, AT&T Corp. (formerly SBC Global Services, Inc.) CWA District 9 with benefits that follow the National Internet Contract Tier 2; AT&T Mobility Services IBEW Local 1547, see Table 1
- Bargained Employees of DIRECTV IBEW who are eligible on Jan. 1, 2017, see Table 2
- Bargained Employees of AT&T Customer Services, Inc. (formerly DIRECTV) IBEW, see
 Table 2
- All other Bargained Employees or Nonmanagement Nonunion Employees (including DIRECTV – CWA Bargained Employees), see Table 2

Eligibility at a Glance - Table 1

	Eligibility Rules
Eligible Employees	
You are an Eligible	You are an Employee of a Participating Company listed in <u>"Appendix A"</u> Participating Companies, in a Population Group listed below, and you are any of the following
Employee if	(1) A Management Employee or Nonmanagement Nonunion Employee listed in <u>"Appendix A"</u> Participating Companies.
	(2) A Bargained Employee covered by an Applicable Collective Bargaining Agreement listed in "Appendix A" Participating Companies.
	You are also not eligible to participate in the Program if you are specifically excluded under any of the special rules in this section.
Waiting Period	None for Management Employees, NMNUs with benefits that follow the Management Employee level of benefits, and, except as noted below for Bargained Employees that follow the Management Employee level of benefits.

	Eligibility Rules
Special Rules	Bargained Employees or Nonmanagement Nonunion Employees of AT&T Southeast
	Only Regular Employees are eligible for the Program.
	You are eligible for Basic Life Insurance on the first day of the month in which you could attain six months of Term of Employment (provided you are Actively at Work).
	Bargained Employees of AT&T Mobility - CWA, AT&T Mobility Puerto Rico - CWA, AT&T Services, Inc National Internet Contract - Tier 1 and Tier 2, or SBC Global Services, Inc CWA District 9 - follows National Internet Contract - Tier 2, DIRECTV - National Internet Contract - Tier 2
	Only Regular Employees are eligible for the Program. You are eligible on your date of hire.
	Bargained Employees of BellSouth Telecommunications, LLC (National Directory & Customer Assistance and Utility Operations) - CWA District 3
	You are not eligible for Basic Life Insurance or Basic AD&D under the Program. You are eligible for Supplemental Life, Supp. AD&D, Spouse Life and Child Life Coverage is effective the first of the month after you enroll.

Eligibility at a Glance - Table 2

	Eligibility Rules
Eligible Employees	
You are an Eligible Employee if	You are an Employee of a Participating Company listed in <u>"Appendix A"</u> Participating Companies, in a Population Group listed below, and you are any of the following
	(1) A Nonmanagement Nonunion Employee with benefits that follow Bargained Employee benefits listed in "Appendix A" Participating Companies.
	(2) A Bargained Employee covered by an Applicable Collective Bargaining Agreement listed in <u>"Appendix A"</u> Participating Companies.
	You are not eligible to participate in the Program if you are specifically excluded under any of the special rules in this section.
Waiting Period	You are eligible on the first day of the month in which you could attain six months Term of Employment (provided you are Actively at Work).
	Note: AT&T of Puerto Rico, Inc. (Legacy AT&T Puerto Rico) - CWA District 3 - You are eligible on the first day of the month in which you obtain one month of Term of Employment (provided you are Actively at Work).

	Eligibility Rules
Special Rules	Bargained Employees of AT&T Southwest Core Contract - CWA District 6
	Only Regular Employees or Temporary Employees are eligible for the Program. Term Employees in Appendix J (to the AT&T Southwest Core Contract) job titles are also eligible for the Program.
	Bargained Employees and Nonmanagement Nonunion Employees of AT&T Midwest - IBEW and CWA
	Only Regular Employees or Regular Limited Term Employees are eligible for the Program.
	Bargained Employees and Nonmanagement Nonunion Employees of AT&T East - CWA or AT&T West - CWA and IBEW Local 1269
	Only Regular Employees or Term Employees are eligible for the Program.
	Bargained Employees and Nonmanagement Nonunion Employees of Legacy AT&T Corp. and Legacy AT&T Puerto Rico
	Regular Employees, Term Employees and Temporary Employees are eligible for the Program.

How to Determine if You Are Eligible for This Program

This section includes information to help you determine if you are eligible for this Program. To determine if your dependents are eligible for this Program, see the <u>"How to Determine if Your Dependents Are Eligible"</u> section.

To determine your eligibility for the Program, you need to know your employment classification and if you are in a Bargaining Unit or Population Group of a Participating Company listed in <u>"Appendix A"</u> Participating Companies and if you meet the eligibility requirements noted in one of the *Eligibility at a Glance* tables.

If you do not meet the eligibility requirements for the Program described in this SPD, contact the Eligibility and Enrollment Vendor for assistance in identifying the SPD that applies to you.

See the <u>"Enrollment and Changes to Your Coverage"</u> section for information on enrollment and effective dates of coverage.

Rehired Eligible Former Employees

Special eligibility rules apply if you previously terminated employment from a member of the AT&T Controlled Group of Companies with eligibility for coverage under the Program as an Eligible Former Employee who is eligible for Post-Employment Benefits other than as a result of disability and you are subsequently rehired by a member of the AT&T Controlled Group of Companies (Rehired Retiree). These special rules establish the conditions under which you may be eligible for continued Program coverage following your re-employment. You will be considered a Rehired Retiree for purposes of this Program during any period of time following your re-employment that you are eligible under the special rules for continuation of your Program coverage. See the Rehired Eligible Former Employee Supplement for further information on benefits applicable to a Rehired Retiree.

If you are being rehired after having qualified for coverage as an Eligible Former Employee due to your employment by a member of the AT&T Controlled Group of Companies, or are currently a Rehired Retiree, contact the Eligibility and Enrollment Vendor if you have questions. See the

Eligibility and Enrollment Vendor table in the <u>"Contact Information"</u> section for contact information.



To access the *AT&T Rehired Eligible Former Employee Supplement*, go to https://DirectPath.dcatalog.com/v/SPD---ATT-Rehired-Eligible-Former-Employee-Supplement/

By clicking the link above, you are leaving the SPD and are going to a third-party managed website to view information and materials that are not part of the SPD.

Surplus Special Appendix Employees

If you are a Surplus Special Appendix Employee, you continue to be eligible for Program Benefits as are currently and in the future provided to Bargained Employees in your previous job title. This provision shall apply only during the continuous and uninterrupted period that you remain in this same Special Appendix Employee job title, following your surplus or layoff declaration.

Transition Group 1 or 2 Employee - Cingular Wireless

If you are currently an Active Employee, you will receive Active Employee Program Benefits until your subsequent Termination of Employment. Upon your subsequent Termination of Employment, you are eligible for Program Benefits as an Eligible Former Employee as are currently and in the future provided to a similarly situated Eligible Former Employee with a same Termination of Employment as your subsequent Termination of Employment.

How to Determine if Your Dependents Are Eligible

Dependents of active Eligible Employees may be eligible for Dependent Life Insurance (Spouse Life Insurance and Child Life Insurance), as well as Dependent Accidental Death and Dismemberment (AD&D) Insurance (Spouse AD&D Insurance and Child AD&D Insurance). Review this section to determine if your dependents are eligible. You must complete the Dependent Eligibility Verification procedures for your dependent to be considered an Eligible Dependent. See the "Dependent Eligibility Verification" section for further information. If one of your dependents does not meet the eligibility requirements for participation, that dependent will not be covered. Coverage for your Eligible Dependents is not automatic. You must enroll your Eligible Dependents if you want them to have coverage.

Once enrolled, it is your responsibility to contact the Eligibility and Enrollment Vendor to cancel coverage whenever you have a dependent that is no longer eligible, including, for example, when you are divorced. See the "Ineligible Dependents", "Situations Affecting Your Coverage", and the "You Must Notify Us About Address Changes, Dependent Status Changes and Disability Status Changes" sections for further information.

See the <u>"Enrollment and Changes to Your Coverage"</u> section for information on enrollment and effective dates of coverage.

Eligible Dependents

The Eligible Dependents tables below provide eligibility requirements as follows:

Table 1

 Management Employees and Bargained Employees that follow management benefits, which include AT&T Mobility - IBEW Local 1547, AT&T Corp. (formerly SBC Global Services, Inc.) - CWA District 9 (*Appendix D* of the AT&T West Core Contract), AT&T Services, Inc. – CWA National Internet Contract - Tier 1 and Tier 2, or DIRECTV – CWA National Internet Contract Tier 2

- Nonmanagement Nonunion Employees of AT&T Corp. hired on or after Aug. 9, 2009 or AT&T Corp. (formerly SBC Global Services, Inc.)
- Occupational Employees of DIRECTV employed on and after Jan. 1, 2017

Table 2

- Bargained Employees of AT&T Mobility CWA
- Bargained Employees of AT&T Customer Services, Inc. (formerly DIRECTV) follows AT&T Mobility - CWA
- Bargained Employees of AT&T West Core Contract CWA (except Appendix D of the AT&T West Core Contract or AT&T Services, Inc. National Internet Contract Tier 1 and Tier 2), including DIRECTV
- Bargained Employees of AT&T West Core Contract IBEW Local 1269
- Nonmanagement Nonunion Employees of AT&T West Core Contract CWA District 9
- Bargained Employees of AT&T East Core Contract CWA District 1
- Bargained Employees or Nonmanagement Nonunion Employees of AT&T Southeast Core Contract – CWA District 3, including DIRECTV

Table 3

- Bargained Employees or Nonmanagement Nonunion Employees of AT&T Southwest Core Contract – CWA District 6, including DIRECTV
- Bargained Employees or Nonmanagement Nonunion Employees of AT&T Midwest Core Contract – CWA District 4, including DIRECTV
- Bargained Employees or Nonmanagement Nonunion Employees of AT&T Midwest Core
 Contract IBEW
- Bargained Employees of DIRECTV IBEW on and after Jan. 1, 2017
- Bargained Employees of AT&T Customer Services, Inc. (formerly DIRECTV) IBEW
- Bargained Employees of Legacy AT&T Corp. Core Contract CWA, including DIRECTV
- Nonmanagement Nonunion Employees of AT&T Corp. or AT&T of Puerto Rico, Inc. hired before Aug. 9, 2009

Eligible Dependent Rules - Table 1

Eligible Dependent Rules

Your dependents are eligible if your Eligible Dependent is ...

- Your Spouse/Legally Recognized Partner (LRP).
- Your Child(ren) until the end of the month in which the Child reaches the age of 26, regardless of marital status. Child(ren) means:
- Your biological Child(ren).
- Child(ren) placed with you for purposes of adoption.
- Child(ren) you have legally adopted or, your stepchild(ren).
- The Child(ren) of your Spouse/LRP/Partner.
- Child(ren) for whom either you or your Spouse/LRP/Partner is a Legal Guardian. The term does not include wards of the state who are not placed with you for adoption.
- Foster Child(ren).
- Your Disabled Child(ren) who is mentally or physically disabled before the end of the
 month in which the Child reaches the age of 26. You must provide satisfactory evidence
 of disability in order for your Disabled Child(ren) to be eligible for coverage under the
 Program. In addition, an independent medical examination of your dependent may be
 required. See the "Certification of Disabled Dependents" section for information on how
 to certify disability.
- The term Children does not include:
 - · wards of the state who are not placed with you for adoption;
 - a person in the military of any country or subdivision of any country; or
 - a person insured under the Group Policy as an employee.

Eligible Dependent Rules - Table 2

Eligible Dependent Rules

Your dependents are eligible if your Eligible Dependent is ...

- Your Spouse (as defined in the "Definitions" section).
- Your unmarried Child(ren) until the end of the year in which the Child reaches age 25, regardless of student status.

The term Child(ren) means any of the following:

- · Your biological Children;
- · Your legally adopted Child;
- Children placed with you for purposes of adoption by you or your Spouse;
- Your stepchildren or the stepchildren of your Spouse (including the child of a Domestic Partner), that reside in your home; and
- Children for whom either you or your Spouse is a Legal Guardian, who resides with you and is supported by you; and the term does not include any person who:
 - is a ward of the state or foster Child(ren) who are not placed for adoption; or
 - is in the military of any country or subdivision of any country; or
 - is insured under the Group Policy as an employee.
- Your unmarried Disabled Child(ren) age 25 or older, who is incapable of self-support, physically or mentally handicapped and fully dependent on you for support. The disabling condition **must occur before** a Child would have otherwise become ineligible for coverage (i.e., reaches age 25, if unmarried). You must provide satisfactory evidence of disability for your Disabled Child to be eligible for Program coverage. In addition, an independent medical examination of your dependent may be required. See the "Certification of Disabled Dependents" section for information on how to certify disability.

Eligible Dependent Rules - Table 3

Eligible Dependent Rules

Your dependents are eligible if your Eligible Dependent is ...

- Your Spouse (as defined in the "Definitions" section).
- Your unmarried Child(ren) until the end of the year in which the Child reaches age 25, regardless of student status.

The term Child(ren) means any of the following:

- Your biological Children;
- · Your legally adopted Child;
- Children placed with you for purposes of adoption by you or your Spouse;
- Your stepchildren or the stepchildren of your Spouse (including the child of a Domestic Partner), that reside in your home; and
- Children for whom either you or your Spouse is a Legal Guardian, who resides with you and is supported by you; and the term does not include any person who:
 - is a ward of the state or foster Child(ren) who are not placed for adoption; or
 - is in the military of any country or subdivision of any country; or
 - is insured under the Group Policy as an employee.
- Your unmarried Disabled Child(ren) age 25 or older, who is incapable of self-support, physically or mentally handicapped and fully dependent on you for support. The disabling condition may occur before or after a Child would have otherwise become ineligible for coverage (i.e., reaches age 25, if unmarried). You must provide satisfactory evidence of disability for your Disabled Child for your Disabled Child to be eligible for Program coverage. In addition, an independent medical examination of your dependent may be required. See the "Certification of Disabled Dependents" section for information on how to certify disability.

Eligible Dependent Exceptions

The information in this section describes special exceptions to the <u>"Eligible Dependents"</u> rules set forth above.

Grandfathered Disabled Dependent Children

Your disabled Dependent Child will be treated for purposes of Program eligibility as an Eligible Dependent if all of the following conditions are met:

- The Child was enrolled as your Eligible Dependent in a health or welfare benefit plan sponsored by a Company that has been merged into or acquired by AT&T Inc. or an affiliate of AT&T Inc. (Pre-merger Plan) immediately before the time you first became eligible for Program coverage;
- The Child has been continuously enrolled as a disabled dependent since the Child was first enrolled in the Program or other Company-sponsored plan; and
- The Child remains unmarried and continuously disabled.

For purposes of this provision, disabled means incapable of self-support as a result of a mental or physical disability as determined in accordance with the disabled dependent verification process. See the <u>"Certification of Disabled Dependents"</u> section for more information.

Grandfathered Legal Guardianship Provisions

Your Child will be treated as if the Child were a natural-born or biological Child of you or your Spouse/Legally Recognized Partner (LRP) for purposes of eligibility under the Program as an Eligible Dependent if all of the following conditions are met:

- The Child was enrolled in either (1) a health or welfare benefit plan sponsored by a Company, except the DIRECTV Health and Welfare Benefit Plan, that has been merged into or acquired by AT&T Inc. or an affiliate of AT&T Inc. (Pre-merger Plan), or (2) a health or life insurance plan sponsored by Southwestern Bell Corporation on Aug. 1, 1994 (SBC Health or Life Plan).
- The Child was enrolled as your Eligible Dependent pursuant to a Legal Guardianship, adoption or similar arrangement either in (1) a Pre-merger Plan or an SBC Health or Life Plan immediately prior to the time you first became eligible for coverage under the Program, or (2) an SBC Health or Life Plan as of July 31, 1994.
- You or your Spouse/Legally Recognized Partner (LRP) has maintained custody of the Child pursuant to the Legal Guardianship, adoption or similar arrangement continuously since the Child was first enrolled in the Program or, if the Child has reached the age of majority as defined by the jurisdiction in which the Child resides, you or your Spouse/Legally Recognized Partner (LRP) had continuously maintained custody of the Child from the time the Child was first enrolled in the Program until the Child reached the age of majority.
- If applicable, the determination that the arrangement is similar to a Legal Guardianship or adoption is made by the applicable Eligibility and Enrollment Vendor, in its sole discretion.

Dependent Eligibility Verification

Your dependent may participate in the Program if he or she is eligible under the terms and enrolled.

In order to enroll your dependent, you must call the Eligibility and Enrollment Vendor.

The Eligibility and Enrollment Vendor will mail a dependent eligibility verification package to your address. If you do not receive the package in 7 to 10 days, it is your responsibility to call the Eligibility and Enrollment Vendor again. See the AT&T Benefits Center table in the "Contact Information" section for contact information.

The dependent eligibility verification package will contain instructions for submitting documents that verify your dependents' eligibility for coverage, including a list of documents that would meet this requirement. For example, if you are enrolling a Child, you will be required to provide a copy of a birth certificate and/or other specified document that establishes the Child's relationship to you.

IMPORTANT: You must provide documentation proving the eligibility of your dependent prior to the date specified by the Eligibility and Enrollment Vendor and before your dependent's coverage can become effective under the Program.

If you provide the required documentation within the required time frame and the Eligibility and Enrollment Vendor has reviewed your documents and approved the eligibility of your dependent, coverage under the Program will become effective as of the date stated in your enrollment materials or the first day of the new plan year if pursuant to Annual Enrollment or earlier if pursuant to a Change-in-Status Event as described under the Program.



For more information on dependent eligibility and documentation required for verification, go to

https://www.yourdependentverification.com/PlanSmart/Report/frm_rpt_pdf.aspx?rpt_path=%5c%5cdvsncc%5cplansmart_prd%5cPlanSmart%5cPortalDocsLibrary%5cPeriod+11+Catchup+Doc+Reqts+3.14.17.pdf

By clicking the link above, you are leaving the SPD and are going to a third-party managed website to view information and materials that are not part of the SPD.

If the Eligibility and Enrollment Vendor denies your application to add your dependent for coverage under the Program, you may file a Claim on this decision to the Eligibility and Enrollment Vendor. If the Eligibility and Enrollment Vendor denies your initial Claim, you may Appeal that decision to the Eligibility and Enrollment Appeals Committee (EEAC). See the "How to File a Claim for Eligibility" section.

If you do not provide the required documentation prior to the deadline stated, your dependents will not be enrolled for coverage under the Program retroactively.

Note: Enrollment of an ineligible dependent in the Program constitutes benefits fraud and violates the AT&T Code of Business Conduct. The Company will refer suspected fraudulent enrollments to AT&T Asset Protection for investigation, which may result in legal action and financial consequences. If you are an Active Employee, you may be subject to disciplinary action, up to and including dismissal.

The Company reserves the right to verify eligibility of any enrolled dependents at any time.

Certification of Disabled Dependents

It is necessary to certify that your Child(ren) is disabled in order to obtain extended eligibility under the Program. Your disabled dependent will not receive Benefits under the Program if you fail to certify his or her disabled status. Review this section carefully to understand the steps necessary for certification (and recertification).

To certify an unmarried Child (including the Child of a Partner) who is disabled, you must contact the Eligibility and Enrollment Vendor to obtain the required forms for certification and follow the instructions on the forms. You and the Child's physician must complete the application form and submit it for approval as directed in the form. The Eligibility and Enrollment Vendor will advise you whether the Child qualifies for coverage under the terms of the Program. The Eligibility and Enrollment Vendor will enroll your Child for coverage, if your Child is eligible under the terms of the Program. In addition, the Eligibility and Enrollment Vendor will periodically solicit you for disabled dependent verification.

Coverage for your Disabled Child(ren) begins when your Child(ren) is certified. Coverage is not retroactive for situations that occur before certification.

A disabled dependent may have to be continuously enrolled to be eligible for Program coverage. See the "Eligibility and Participation" section of the SPD to determine if this requirement applies.

IMPORTANT: It is best to contact the AT&T Benefits Center three to six months before the Child will age out of coverage. See the <u>"How to Determine If Your Dependents Are Eligible"</u> section for further information on the applicable Child age limit. Failure to timely certify your dependent prior to that age will result in a break in Program coverage.

You must recertify your Disabled Child(ren) by providing satisfactory evidence of his or her disability at the discretion of the Plan Administrator, in order to continue eligibility for Program coverage. In addition, an independent medical examination of your unmarried Disabled Child(ren) may be required at the time of certification or recertification.

Ineligible Dependents

You must notify the Eligibility and Enrollment Vendor when one of your Eligible Dependents becomes ineligible to continue coverage under the Program. In addition, the ineligible dependent should not continue using his or her coverage after the last day of the month in which he or she becomes ineligible. If the Company pays expenses for this ineligible dependent before the ineligibility is identified, you must reimburse the Company for any Benefits paid after the last day of the month in which the Eligible Dependent becomes ineligible.

For more information on eligibility requirements and for the rules for when an Eligible Dependent becomes ineligible, contact the Eligibility and Enrollment Vendor. See the AT&T Benefits Center table in the "Contact Information" section for contact information. The Company reserves the right to request verification of Eligible Dependent status at any time.

Note: If your dependent does not meet the eligibility requirements of the Program, the Program will not pay any benefits related to that dependent. Also, if the Program has paid benefits for an ineligible dependent before the ineligibility is identified, you will be required to reimburse the Program for all such benefits.

It is expected that the Active Employees covered under the Program will use the Benefits provided according to the terms of the Program. If you attempt to obtain Benefits to which you are not entitled under the terms of the Program (for example, by submitting false information on Claims for Benefits), or if you permit others to obtain Benefits by fraudulent means (for example, by allowing a provider to submit Claims for determinations that are not accurate), you may be subject to prosecution and termination of your participation under the Program. Such behavior is also in violation of AT&T's Code of Business Conduct and, as such, you will be subject to disciplinary action, including, but not limited to, dismissal.

IMPORTANT: Failure to timely notify the Eligibility and Enrollment Vendor that a dependent is ineligible will prohibit you from receiving a refund of contributions paid for such coverage prior to the date of notification.

Dual Enrollment

For Management Employees and those that follow management benefits which include AT&T Corp. (formerly SBC Global Services, Inc.) NMNUS, Legacy T NMNUS, DTV Occupational Employees, AT&T Services and DTV National Internet Contract - CWA and AT&T Mobility – IBEW 1547 Employees. The Program is designed to provide coverage for you and your Eligible Dependents, but the Program does not allow Dual Enrollment. You or your Eligible Dependent cannot be 1) enrolled in more than one life insurance program sponsored by the Company at the same time or 2) enrolled in this Program under different statuses (e.g. Employee, Eligible Former Employee or Eligible Dependent) at the same time, unless the following exception applies:

Dual Enrollment Exception: You or your Eligible Dependent was enrolled in this Program under more than one status, or this Program and another life insurance program sponsored by the Company, on Dec. 31, 2017, and have remained enrolled in this dual capacity continuously since.

<u>All Other Bargained Employees.</u> Dual Enrollment means that you enrolled for coverage and also are enrolled in other coverage in the same Program under a different eligibility status. The Program is designed to provide coverage for you and your Eligible Dependents as described in the Eligible Dependent tables. However, you cannot be enrolled for coverage as an Employee and Eligible Former Employee at the same time.

If both you and your Spouse work at the Company, both of you may enroll and both may cover each other as Eligible Dependents and both may cover your Children as Eligible Dependents at the same time.

Example: Both you and your Spouse may enroll in Supplemental Life Insurance, Spouse Life Insurance and Child Life Insurance, essentially providing double coverage through the Company.

IMPORTANT: You and your former Spouse are not allowed to provide coverage to each other or to dependents that are not eligible for coverage. See the "Eligible Dependents" section for more information.

ENROLLMENT AND CHANGES TO YOUR COVERAGE

KEY POINTS

- This section describes the enrollment process when you first become eligible for coverage. It also provides information about Annual Enrollment and Change-in-Status Events (for example marriage, birth, divorce) that allow you to enroll in or adjust your coverage. See the "Change-in-Status Events" section for more information about making changes to your coverage.
- You do not need to enroll for Basic Life or Basic AD&D and Seat Belt Benefit or where applicable, the Dependent Basic Life Benefit Insurance; coverage automatically begins on your effective date with no Evidence of Insurability (EOI) required.
- You must enroll yourself if you want Supplemental Life Insurance and Supplemental AD&D Insurance and enroll your Eligible Dependents for Supplemental Spouse Life Insurance, Supplemental Child Life Insurance, Supplemental Spouse AD&D Insurance or Supplemental Child AD&D Insurance. EOI may be required. Certain EOI requirements may apply depending on your Employer, employment classification, Bargaining Unit (if applicable), the amount of coverage elected and when you enroll.

- There are timeframes for enrolling in coverage and for making changes. You must act within the time provided. If you miss the window of opportunity to enroll or make changes to your elections, you may have a gap in coverage.
- The coverage types and amounts you choose determine your contribution cost.

Enrollment at a Glance

The *Enrollment at a Glance* tables indicate the enrollment opportunities for which you and your Eligible Dependents are eligible, as well as the timeframes for electing coverage and making changes. For more detailed information regarding types of enrollment, see the sections following this "Enrollment at a Glance" section.

IMPORTANT: If you are denied enrollment in the Program, you have the right to file a Claim for Eligibility. See the <u>"How to File a Claim for Eligibility"</u> section for information.

The Enrollment at a Glance tables provide eligibility requirements for the following groups:

- Management Employees, see Table 1
- Nonmanagement Nonunion Employees of AT&T Corp. or AT&T Puerto Rico hired on or after Aug. 9, 2009 or AT&T Corp. (formerly SBC Global Services, Inc.), see Table 1
- DIRECTV Occupational Employees who become eligible Jan. 1, 2017, see Table 1
- Bargained Employees of AT&T Mobility Services LLC IBEW Local 1547, AT&T Mobility Services LLC CWA, AT&T Mobility Puerto Rico, LLC CWA, AT&T Southeast Region CWA, AT&T Services, Inc. National Internet Contract Tier 1 and Tier 2, AT&T Corp. (formerly SBC Global Services, Inc.) CWA District 9 which follows the National Internet Contract Tier 2, DTV National Internet Contract Tier 2 and DIRECTV IBEW, see Table 1
- For all other Bargained Employees or Nonmanagement Nonunion Employees, see Table 2

Enrollment at a Glance - Table 1

	Enrollment Benefits
Basic Life Insurance	
Enrollment	Enrollment is automatic.
Effective Date of Coverage	For Eligible Employees Other Than Bargained Employees and Nonmanagement Nonunion Employees of AT&T Southeast
	Coverage begins on your date of hire, if you are Actively at Work on that day.
	For Bargained Employees and Nonmanagement Nonunion Employees of AT&T Southeast
	Coverage begins on the first day of the month after six months of Term of Employment if you are Actively at Work on that day.
Evidence of Insurability (EOI)	None

	Enrollment Benefits
Dependent Basic Life & AD&D Insurance	
Enrollment	Enrollment is automatic.
Effective Date of Coverage	For Management Employees and those with benefits that follow management benefits (including AT&T Mobility Services LLC - IBEW Local 1547), coverage begins on your date of hire, if you are Actively at Work on that day and you have completed Dependent Eligibility Verification.
Supplemental Life Insurance	
Enrollment	Enrollment is required; coverage is not automatic.
Evidence of Insurability (EOI) - Newly Eligible Employees	If you enroll within 31 days of when you are first eligible, EOI will not be required for amounts up to three times your Pay, provided that Basic Life Insurance and Supplemental Life Insurance combined do not exceed \$7 million.
Evidence of Insurability (EOI) - Annual Enrollment	EOI is required.
Evidence of Insurability (EOI) - Change-in-Status Event	EOI is not required if you purchase coverage of one times your Pay or increase your existing coverage to next higher level within 31 days of the event and your combined Basic Life Insurance and Supplemental Life Insurance does not exceed \$3.5 million.
Effective Date of Coverage - Newly Eligible	If you elect coverage up to three times your Pay, coverage is retroactive to your Basic Life Insurance Effective Date of Coverage (see above).
	If you elect coverage more than three times your Pay, EOI is required. If EOI is approved, coverage is effective on the first day of the month following EOI approval. If EOI is not approved, your coverage continues at three times your Pay.
Effective Date of Coverage - Change-in-Status Event	If you have a Change-in-Status Event and enroll in coverage within 31 days of the Change-in-Status Event, and if your combined Basic Life Insurance and Supplemental Life Insurance does not exceed \$7 million, EOI is not required (if you purchase Supplemental Life Insurance equal to one times your Pay or if you increase your existing coverage to the next higher level). In these cases, coverage is effective on the date the Change-in-Status Event occurred. If you elect coverage exceeding these amounts, EOI is required. If EOI is approved, coverage is effective on the first day of the month following the date of EOI approval.
Effective Date of Coverage - All Other Changes	For all other enrollments and increases in coverage, EOI is required. If EOI is approved, your effective date is the first day of the month following the date of EOI approval.
Change-in-Status Event	See the "Change-in-Status Events" section.
Supplemental Dependent Life Insurance	
Enrollment	Enrollment is required; coverage is not automatic.

	Enrollment Benefits
Evidence of Insurability (EOI)	Newly Eligible Employee or Newly Eligible Dependent
	Spouse Coverage
	For Management Employees and those with benefits that follow management benefits (including AT&T Mobility Services LLC - IBEW Local 1547), EOI is required. For all others, EOI is not required on coverage of \$10,000 if you enroll within 31 days of eligibility. EOI is required for any amounts more than \$10,000, or if you enroll more than 31 days from the eligibility date.
	Child Coverage
	EOI is not required.
	Annual Enrollment, Change-in-Status Event or Any Other Time
	Spouse Coverage
	EOI is required.
	Child Coverage
	EOI is not required.
Effective Date of Coverage -	Spouse Coverage
Newly Eligible Employee or Newly Eligible Dependent	If enrolled in coverage of \$10,000, coverage is retroactive to your Basic Life Insurance Effective Date of Coverage.
	For Management Employees and those with benefits that follow management benefits (including AT&T Mobility Services LLC - IBEW Local 1547), coverage is not effective until the first day of the month following EOI approval.
	For all others, if enrolled in coverage of more than \$10,000, the first \$10,000 of coverage is effective retroactive to your Basic Life Insurance Effective Date of Coverage. If EOI is approved, your elected coverage of more than \$10,000 is effective the first day of the month following EOI approval. If EOI is not approved, coverage continues at \$10,000.
	Child Coverage
	Coverage is retroactive to your Basic Life Insurance Effective Date of Coverage.
Effective Date of Coverage -	Spouse Coverage
Annual Enrollment, Change- in-Status Event or Any Other Time	If EOI is approved, coverage is effective the first day of the month following EOI approval or Jan. 1 of the following Plan Year if elected at Annual Enrollment and EOI approved before Jan. 1 of the following Plan Year. If EOI is not approved, your Spouse will not be enrolled for coverage.
	Child Coverage
	For Annual enrollment, coverage is effective Jan. 1 of the following Plan Year. For other changes, coverage is effective the first of the following month after enrollment, retroactive to date of Change-in-Status Event.
Basic AD&D	
Basic AD&D Enrollment	Enrollment is automatic.

	Enrollment Benefits
Effective Date of Coverage	Coverage begins on your Basic Life Insurance Effective Date of Coverage (see above).
Supplemental AD&D	
Enrollment	Enrollment is required; coverage is not automatic.
Evidence of Insurability (EOI)	EOI is not required.
Effective Date of Coverage	Newly Eligible
	Coverage is retroactive to your Basic Life Insurance Effective Date of Coverage (see above) if you enroll within 31 days of when you are first eligible.
	Annual Enrollment
	Coverage is effective Jan. 1 of the following Plan Year.
	Change-in-Status Events
	Coverage is effective on the date of the event, if you enroll within 31 days of the event.
	At Any Other Time
	Coverage is effective the first of the following month after enrollment, if you enroll on an after-tax basis only. Before-tax enrollment is not allowed.
Special AD&D	
Enrollment	Enrollment is automatic.
Evidence of Insurability (EOI)	None
Effective Date of Coverage	If you are eligible, coverage begins on the first day you are Actively at Work.
Special Dependent AD&D	
Enrollment	Enrollment is required; coverage is not automatic.
Evidence of Insurability (EOI)	EOI is not required.

	Enrollment Benefits
Effective Date of Coverage	Newly Eligible Employee or Newly Eligible Dependent
	Coverage is retroactive to your Basic Life Insurance Effective Date of Coverage (see above) or day of event, if you enroll within 31 days of the event.
	Annual Enrollment
	Coverage is effective Jan. 1 of the following Plan Year.
	Change-in-Status Events
	Coverage is effective on the date of the event, if you enroll within 31 days of event.
	At Any Other Time
	Coverage is effective on the first of the following month after enrollment, if you enroll on an after-tax basis only. Before-tax enrollment is not allowed.

Enrollment at a Glance - Table 2

Enrollment Benefits	
Basic Life Insurance	
Enrollment	Enrollment is automatic.
Effective Date of Coverage	If you are an Eligible Employee, coverage begins on the first day of the month in which you could attain six months of Term of Employment, if you are Actively at Work on that day.
	Note: For Eligible Employees of AT&T of Puerto Rico, Inc.: Coverage begins on the first day of the month in which you could attain one month of Term of Employment, if you are Actively at Work on that day.
Evidence of Insurability (EOI)	None
Supplemental Life Insurance	
Enrollment	Enrollment is required; coverage is not automatic.
Evidence of Insurability (EOI) - Newly Eligible Employees	If you enroll within 31 days of when you are first eligible, EOI will not be required for amounts up to three times your Pay, provided that Basic Life Insurance and Supplemental Life Insurance combined do not exceed \$7 million.
Evidence of Insurability (EOI) - Annual Enrollment	EOI is required.
Evidence of Insurability (EOI) - Change-in-Status Event	EOI is not required if you purchase coverage of one times your Pay or increase your existing coverage to next higher level if you purchase coverage within 31 days of the event and your combined Basic Life Insurance and Supplemental Life Insurance does not exceed \$3.5 million.

	Enrollment Benefits
Effective Date of Coverage - Newly Eligible	If you elect coverage up to three times your Pay, coverage is retroactive to your Basic Life Insurance Effective Date of Coverage (see above).
	If you elect coverage more than three times your Pay, EOI is required. If EOI is approved, coverage is effective on the first day of the month following EOI approval. If EOI is not approved, your coverage continues at three times your Pay.
Effective Date of Coverage - Change-in-Status Event	If you have a Change-in-Status Event and enroll in coverage within 31 days of the Change-in-Status Event, and if your combined Basic Life Insurance and Supplemental Life Insurance does not exceed \$7 million, EOI is not required (if you purchase Supplemental Life Insurance equal to one times your Pay or if you increase your existing coverage). In these cases, coverage is effective on the date the Change-in-Status Event occurred. If you elect coverage exceeding these amounts, EOI is required. If EOI is approved, coverage is effective on the first day of the month following the date of EOI approval.
Effective Date of Coverage - All Other Changes	For all other enrollments and increases in coverage, EOI is required. If EOI is approved, your effective date is the first day of the month following the date of EOI approval.
Change-in-Status Event	See the "Change-in-Status Events" section.
Supplemental Dependent Life Insurance	
Enrollment	Enrollment is required; coverage is not automatic.
Evidence of Insurability (EOI)	Newly Eligible Employee or Newly Eligible Dependent
	Spouse Coverage
	EOI is not required on coverage of \$10,000 if you enroll within 31 days of becoming newly eligible. EOI is required for any amounts more than \$10,000 or if you enroll more than 31 days from the eligibility date.
	Child Coverage
	EOI is not required.
	Annual Enrollment, Change-in-Status Event or Any Other Time
	Spouse Coverage
	EOI is required.
	Child Coverage
	EOI is not required.

	Enrollment Benefits
Effective Date of Coverage - Newly Eligible Employee or Newly Eligible Dependent	Spouse Coverage
	If enrolled in coverage of \$10,000, coverage is retroactive to your Basic Life Insurance Effective Date of Coverage.
	If enrolled in coverage of more than \$10,000, the first \$10,000 of coverage is effective retroactive to your Basic Life Insurance Effective Date of Coverage. If EOI is approved, your elected coverage of more than \$10,000 is effective the first day of the month following EOI approval. If EOI is not approved, coverage continues at \$10,000.
	Child Coverage
	Coverage is retroactive to your Basic Life Insurance Effective Date of Coverage.
Effective Date of Coverage -	Spouse Coverage
Annual Enrollment, Change- in-Status Event or Any Other Time	If EOI is approved, coverage is effective the first day of the month following EOI approval or Jan. 1 of the following Plan Year if elected at Annual Enrollment and EOI approved before Jan. 1 of the following Plan Year. If EOI is not approved, your Spouse will not be enrolled for coverage.
	Child Coverage
	For Annual Enrollment, coverage is effective Jan. 1 of the following Plan Year. For other changes, coverage effective on first of the following month after enrollment.
Basic AD&D	
Enrollment	Enrollment is automatic.
Evidence of Insurability (EOI)	None
Effective Date of Coverage	Coverage begins on your Basic Life Insurance Effective Date of Coverage (see above).
Supplemental AD&D	
Enrollment	Enrollment is required; coverage is not automatic.
Evidence of Insurability (EOI)	EOI is not required.

	Enrollment Benefits
Effective Date of Coverage	Newly Eligible
	Coverage is retroactive to your Basic Life Insurance Effective Date of Coverage (see above) if you enroll within 31 days of when you are first eligible.
	Annual Enrollment
	Coverage is effective Jan. 1 of the following Plan Year.
	Change-in-Status Events
	Coverage is effective on the date of the event, if you enroll within 31 days of the event.
	At Any Other Time
	Coverage is effective the first of the following month after enrollment, if you enroll on an after-tax basis only. Before-tax enrollment is not allowed.
Special AD&D	
Enrollment	Enrollment is automatic.
Evidence of Insurability (EOI)	None
Effective Date of Coverage	If you are eligible, coverage begins on the first day you are Actively at Work.
Special Dependent AD&D	
Enrollment	Enrollment is required; coverage is not automatic.
Evidence of Insurability (EOI)	EOI is not required.
Effective Date of Coverage	Newly Eligible Employee or Newly Eligible Dependent
	Coverage is retroactive to your Basic Life Insurance Effective Date of Coverage (see above) or day of event, if you enroll within 31 days of the event.
	Annual Enrollment
	Coverage is effective Jan. 1 of the following Plan Year.
	Change-in-Status Events
	Coverage is effective on the date of the event, if you enroll within 31 days of the event.
	At Any Other Time
	Coverage is effective on the first of the following month after enrollment, if you enroll on an after-tax basis only. Before-tax enrollment is not allowed.

Enrollment Rules for You

Basic Life Insurance and Basic AD&D Insurance is automatic. Supplemental Life Insurance and Supplemental AD&D Insurance is not automatic. You must enroll through the Eligibility and

Enrollment Vendor to have coverage. See the *Eligibility and Enrollment Vendor* table for contact information.

Your enrollment elections can be made according to the provisions noted in the *Enrollment at a Glance* table.

IMPORTANT: If you are denied enrollment in the Program, you have the right to file a Claim for Eligibility. See the <u>"How to File a Claim for Eligibility"</u> section for information.

Continuing Coverage as an Eligible Former Employee

Eligible Former Employees younger than 65, eligible for Supplemental Life Insurance after active employment can continue their existing coverage or in some cases increase their existing coverage, or elect coverage. Coverage can continue until you reach age 65 at which time you may port or convert your Supplemental Life Insurance to an individual policy.

As a reminder, you are no longer eligible and cannot continue any AD&D Insurance, Supplemental Spouse Life Insurance or Supplemental Child Life Insurance after active employment ends. Also, any company-paid Eligible Dependent Basic Life Insurance will not be continued after active employment ends. You may only convert your Basic and Supplemental Dependent Life to an individual policy. See the "Conversion" section for information on options for coverage after your active employment ends. AD&D Insurance is not eligible for conversion or portability.

Evidence of Insurability (EOI) (or Statement of Health)

At times, enrolling or increasing coverage may require Evidence of Insurability (EOI), which is proof that the person receiving coverage is insurable. If required, you will need to provide necessary information in instances such as:

- Enrolling in certain life insurance for the first time, at times other than when first eligible or over a certain level when first eligible.
- Increasing certain life insurance by more than one level.
- Enrolling in life insurance over a certain dollar amount.

You generally can provide EOI by submitting a completed Statement of Health form.

Annual Enrollment

Annual Enrollment occurs each fall. During Annual Enrollment, you will be notified of the coverage you currently have (if any) and the coverage options available to you for the next Plan Year. Your Annual Enrollment materials will also include information on coverage assigned to you if you do not make an election. Enrolling or making changes to your coverage may require Evidence of Insurability (EOI). If required, you will receive notification. Coverage begins Jan. 1 of the following Plan Year when enrolling or making changes during Annual Enrollment.

Effective Jan. 1, 2019, Management Employees and those that follow management benefits, as they may change from time to time, will be defaulted into:

- Two times Pay for Basic Life. See the "Basic Life Insurance" section for further information;
- \$15,000 of Eligible Dependent Basic Life Insurance for each Eligible Dependent, except as provided under the <u>"Company-Paid Eligible Dependent Basic Life and AD&D Insurance"</u> section.

IMPORTANT: If you have a Change-in-Status Event after Sept. 1 and you want to change your coverage, you need to make two elections:

- Change your current coverage in effect through the end of the year, and
- Update your Annual Enrollment elections for coverage beginning Jan. 1
 of the following year.

Employment Classification Change Enrollment

If you experience a change in Employee classification, your coverage may change. See the <u>"Eligibility and Participation"</u> section for information on the coverage available for your new employment classification. You may enroll or make changes to your coverage within 31 days of your employment classification change.

Change-in-Status Events

Circumstances in our lives often change. For example, you may get married, welcome a Child to the family, or take a Leave of Absence. These important occasions are called Change-in-Status Events and you can make changes to your coverage when you experience certain Change-in-Status Events. See the "Situations Affecting Your Coverage" section for more information.

Your ability to change your coverage when you experience a Change-in-Status Event during a Plan Year, outside of your initial enrollment period or Annual Enrollment, is determined by your coverage. It's important to consider how a change will impact your Benefits. If any Change-in-Status Event occurs and you want to change your enrollment choices, you must inform the Eligibility and Enrollment Vendor within <u>31 days</u> after the event. Depending on the change(s) you make to your coverage, you may be required to provide EOI. See <u>"Appendix D"</u> Change-in-Status Events for a complete list of change-in-status events that may apply to you.

Enrollment Rules for Your Dependents

For Management Employees and those that follow management benefits, as they may change from time to time, Eligible Dependent Basic Life insurance of \$15,000 is automatic. Your Eligible Dependent must be on file with the Eligibility and Enrollment Vendor and have completed Dependent Eligibility Verification to be eligible for Eligible Dependent Basic Life Insurance coverage. See the "Company-Paid Eligible Dependent Basic Life and AD&D Insurance" section for further information.

Program coverage for Supplement Life Insurance is **not** automatic for your Eligible Dependents. You must enroll through the Eligibility and Enrollment Vendor and have completed Dependent Eligibility Verification to have coverage. Also, Evidence of Insurability (EOI) may be required before Supplemental Life Insurance coverage becomes effective for a Spouse or LRP. See the *Eligibility and Enrollment Vendor* table for contact information.

Your enrollment elections can be made according to the provisions noted in the <u>"Enrollment at a Glance"</u> section.

IMPORTANT: If you are denied enrollment in the Program, you have the right to file a Claim for Eligibility. See the <u>"How to File a Claim for Eligibility"</u> section for information.

Evidence of Insurability (EOI) (or Statement of Health)

Spouse Life Insurance

For Management Employees and those that follow management benefits, as they may change from time to time. All enrollments or increases in Supplemental Spouse Life Insurance will require EOI. All amounts currently in effect up to your 2018 coverage amount, will not require the completion of a new EOI during Annual Enrollment for 2019 coverage.

For Other Employees. Supplemental Spouse Life Insurance is subject to certain EOI requirements, depending upon the level of coverage you elect and when you enroll. If EOI is required, the Insurance Company may require a medical examination at your expense. It may take several weeks for determination to be made after the Insurance Company has received all of the requested information.

If you enroll your Spouse or increase coverage after your initial eligibility period, your Spouse will be required to submit EOI. However, if you get married or begin a Partner relationship, you may enroll your newly eligible Spouse or Partner for up to \$10,000 in coverage, without EOI, if you enroll your Spouse or Partner within 31 days of becoming eligible under the Program. EOI will be required if you enroll or change coverage more than 31 days from the life event and on any amounts over \$10,000. In this case, if EOI is required, changes will be effective on the first day of the month after EOI is approved. If EOI is not required, changes in your Spouse coverage will take effect on the date of the life event.

Child Life Insurance

EOI is **not** required for Child Life Insurance. EOI is not required when you enroll or increase coverage on an eligible Child. If you enroll or change coverage more than 31 days from your initial eligibility period, the change in coverage will be effective on the first day of the month after the change.

CONTRIBUTIONS

KEY POINTS

- This section gives an overview of coverage costs and how contributions are determined. See <u>"Appendix B"</u> Contribution Rate Tables for a listing of current contributions.
- The Company provides at no cost to you Basic Life Insurance, Special AD&D Insurance, if you are eligible, and Basic AD&D Insurance and, if you are a Management Employee or part of a group that follows the Management Employee level of Benefits as it may change from time to time, Eligible Dependent Basic Life Insurance. You pay the cost for all other coverage in which you enroll.
- You pay Supplemental Life Insurance contributions on an after-tax basis, and Supplemental Spouse Life Insurance, and Supplemental Child Life Insurance on an after-tax basis, whereas contributions for Supplemental AD&D Insurance and Supplemental Child AD&D Insurance generally are made before taxes are taken out. However, you may elect to pay for Supplemental AD&D Insurance and Supplemental Child AD&D Insurance contributions on an after-tax basis. Contributions are subject to change annually.

Cost of Coverage

The Company pays the full cost of your Basic Life Insurance, Special AD&D Insurance, if you are eligible, and Basic AD&D Insurance. For Management Employees and groups that follow management benefits as they may change from time to time, the Company also pays the cost of coverage for the Eligible Dependent Basic Life and AD&D Insurance. You pay the cost of Supplemental Life Insurance, Supplemental Spouse Life Insurance, Supplemental Child Life Insurance, Supplemental AD&D Insurance, Supplemental Spouse AD&D Insurance and Supplemental Child AD&D Insurance. Contributions may change annually, subject to rate tables and any applicable collective bargaining agreement.

Monthly contributions for Supplemental Life Insurance are paid on an after-tax basis. Monthly contributions for Spouse Life Insurance and Child Life Insurance are also paid on an after-tax basis. Monthly contributions for Supplemental AD&D Insurance, Spouse AD&D Insurance, and Child AD&D Insurance generally are paid on a before-tax basis. However, if your Spouse's or Spouse's Child(ren) is not a qualifying relative or qualifying Child as defined by the Internal Revenue Code, you will not be eligible to make before-tax contributions for Spouse AD&D or Child AD&D Insurance. Instead, you must pay Spouse AD&D Insurance and Child AD&D Insurance contributions on an after-tax basis.

Alternatively, you can choose to make after-tax contributions for Supplemental AD&D Insurance, Spouse AD&D Insurance or Child AD&D Insurance (even if considered a qualifying relative or qualifying Child under Internal Revenue Code). Paying your Supplemental AD&D Insurance, Spouse AD&D Insurance or Child AD&D Insurance after taxes are taken offers the flexibility to change Supplemental AD&D Insurance, Spouse AD&D Insurance or Child AD&D Insurance at any time. However, note that AD&D contributions on a before-tax basis reduce your taxable income, which could reduce future Social Security benefits slightly.

IMPORTANT: Employees of AT&T of Puerto Rico, Inc. or AT&T Mobility Puerto Rico Inc. – Your monthly contributions for Supplemental AD&D Insurance, Spouse AD&D Insurance, and Child AD&D Insurance are paid on an after-tax basis only.

How Contributions Are Determined

Current contribution amounts can be found in "Appendix B" Contribution Rate Tables.

If any contributions are adjusted due to a change in coverage, the new contributions are effective the first day of the month that your change becomes effective. See the *Eligibility and Enrollment Vendor* table for contact information.

If you are an Eligible Former Employee, and have Supplemental Life Insurance but you fail to make the required contributions, your coverage will end and cannot be reinstated. In addition, if at any time you cancel your coverage, you cannot reinstate your coverage.

IMPORTANT: Coverage that you voluntarily cancel or that is canceled because you do not make the required contributions cannot be converted. See the <u>"Conversion"</u> section for details.

Generally, you cannot enroll in or increase your Supplemental Life Insurance after your employment ends. So, if you do not continue your coverage when your employment ends, or if you continue it and later cancel your coverage, you will no longer be eligible for Supplemental

Life Insurance. In addition, you cannot increase your Supplemental Life Insurance after your employment ends.

During a Leave of Absence or if you are a Short-term Disability Recipient, you generally are responsible for paying contributions for coverage if you want coverage to continue. If payments in full are not received by the due date, coverage will be canceled. You can re-enroll upon returning to work, however, you must provide Evidence of Insurability (EOI), which must be approved before coverage becomes effective.

BASIC LIFE INSURANCE

KEY POINTS

- Basic Life Insurance can help you plan for uncertainties of the future by providing Benefits to your Beneficiary if you die while a Covered Person.
- ➤ Basic Life Insurance is Employer-paid. See the <u>"Eligibility and Participation"</u> and <u>"Enrollment and Changes to Your Coverage"</u> sections for more information on eligibility for Basic Life Insurance.
- See the <u>"Naming a Beneficiary"</u> section for more information on how to name a Beneficiary.

This section describes Basic Life Insurance, including who is eligible, coverage amounts and when Benefits are paid.

Basic Life Insurance at a Glance

Basic Life Insurance at a Glance - Table 1 - Management Employees and those that follow management benefits as they may change from time to time (including AT&T Mobility Services LLC - IBEW 1547 Active Employees)

	Benefits
Coverage Amounts	Two (2) times Pay
Maximum / Minimum Benefit	\$7,000,000 maximum
	(Basic Life and Supplemental Life combined)
Rounding Rules / Definition of Pay	Pay is rounded to the next higher \$1,000.
Accelerated Death Benefit (ADB)	75% maximum (or \$1 million); 25% minimum (100% for Management employees and groups that follow management).
	(Basic Life and Supplemental Life combined) 24-month life expectancy
Portability and Conversion Options	Basic Life coverage may be converted. See the "Conversion" section.
Facility of Payment	If you die without a Beneficiary, your Basic Life Insurance will be paid in accordance with the Employee Beneficiary Designation Rules.

Basic Life Insurance at a Glance - Table 2 - All Others

	Benefits
Coverage Amounts	One (1) times Pay
Maximum / Minimum Benefit	\$7,000,000 maximum
	(Basic Life and Supplemental Life combined)
Rounding Rules / Definition of Pay	Pay is rounded to the next higher \$1,000.
	Note: Bargained Employees of AT&T East - Pay is rounded to the next higher \$10,000.
Accelerated Death Benefit (ADB)	75% maximum (or \$1 million); 25% minimum (100% for Management employees and groups that follow management).
	(Basic Life and Supplemental Life combined) 24-month life expectancy
Portability and Conversion Options	Basic Life coverage may be converted. See the "Conversion" section.
Facility of Payment	If you die without a Beneficiary, your Basic Life Insurance will be paid in accordance with the Employee Beneficiary Designation Rules.

Coverage Amount

The amount of coverage you receive from Basic Life Insurance is listed in the *Basic Life Insurance* at a Glance table.

The Benefit Maximum for Basic Life Insurance – the highest Benefit amount you can receive through your Basic Life Insurance – is also noted in the *Basic Life Insurance at a Glance* table.

Imputed Income

Federal law requires you to pay income tax on the value of Company-provided Life Insurance with a coverage amount that is more than \$50,000. The Internal Revenue Service (IRS) has established age-related rates to determine the value of Company-provided Life Insurance. This additional value is called imputed income.

If you have Company-provided Basic Life Insurance with a coverage amount that exceeds \$50,000, the imputed income on this Company-provided insurance will appear on your pay stub and W-2 Wage and Tax Statement as taxable income. Your W-2 form will also reflect the imputed income for Social Security tax purposes.

When Benefits Are Paid

Benefits will be paid to your Beneficiary as soon as administratively feasible if you die while a Covered Person. The Insurance Company must receive the required forms and documentation before Benefits are payable. See the <u>"Claims Procedures"</u> section for details. Your Beneficiary will be required to provide written evidence of your death to receive Benefits.

Option to Accelerate Payment of Death Benefits

If you are diagnosed as terminally ill and are expected to live 24 months or less, you may accelerate the payment of Benefits. This is called the Accelerated Death Benefit. If you elect this

option, you may receive a portion of your Basic Life Insurance while living, as noted in the *Basic Life Insurance at a Glance* table. This option is also available under Supplemental Life Insurance, if you have elected that coverage.

IMPORTANT: The Accelerated Death Benefit will **not** be available if you have assigned your Benefits. See the <u>"Assignment of Benefits"</u> section for more information.

You may elect to accelerate payment of Benefits only once in your lifetime. Your election and the payment of an Accelerated Death Benefit, is considered a valid and effective Beneficiary change for the amount of the Accelerated Death Benefit payment. Your Beneficiary designation in place at the time of the Accelerated Death Benefit payment will continue to apply to your remaining Benefit. Payment of an Accelerated Death Benefit will reduce your total life insurance coverage.

Note: Because of the various legal and tax implications involved, you may wish to consult a tax or estate planning adviser(s) or an attorney before applying for an Accelerated Death Benefit.

You or your legal representative must apply for this Benefit on the form provided by the Insurance Company, as well as provide required proof or documentation. See the <u>"Claims Procedures"</u> section for more information on filing for an Accelerated Death Benefit.

How Benefits Are Paid

Your Beneficiary may have a choice of payment options, including a lump sum payment. The Insurance Company will provide your Beneficiary detailed information about available payment options.

If you do not have a valid Beneficiary designation on file, your Basic Life Insurance, if any, will be paid as described in the *Facility of Payment* section of the <u>"Basic Life Insurance at a Glance"</u> table.

Situations Affecting Your Coverage

Certain situations may affect your Basic Life Insurance. See the <u>"Situations Affecting Your Coverage"</u> section for more information.

COMPANY-PAID ELIGIBLE DEPENDENT BASIC LIFE AND AD&D INSURANCE

KEY POINTS

- Company-Paid Eligible Dependent Basic Life and AD&D Insurance gives, Management Employees and those that follow the Management Employee level of Benefits as it may change from time to time, you \$15,000 of Dependent Basic Life and AD&D insurance on each of your Eligible Dependents. If both you and your spouse work for the Company, only one of you can cover your Eligible Dependent child(ren).
- The Company pays the full cost of this coverage.
- You automatically are the Beneficiary of Company-Paid Eligible Dependent Basic Life and/or AD&D Insurance.

Dependent Basic Life Insurance at a Glance

	Benefits
Coverage Amounts	\$15,000 for Dependent Basic Life and \$15,000 for Dependent Basic AD&D
Portability and Conversion Options	Dependent Basic Life coverage may be converted. See the <u>"Conversion"</u> section. Dependent Basic AD&D coverage may not be converted.
AD&D Covered Loss Benefit Schedule	100% of Benefit Paid
belletit Schedule	Loss of life
	Loss of both hands or both feet
	Loss of one hand and one foot
	 Loss of one hand or one foot and loss of sight in one eye
	Loss of sight in both eyes
	Loss of sight means 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 and hearing in both ears
	Loss of speech means the entire and irrevocable loss of speech that continues for 12 consecutive months following the accidental injury.
	Loss of hearing means the entire and irrevocable loss of hearing in both ears that continues for 12 consecutive months following the accidental injury.
	 Total paralysis of both upper and lower limbs (Quadriplegia)
	 Disappearance, forced landing, sinking or wreck benefit (Loss of life benefits will be payable to your beneficiary if
	(a) The transportation in which you were traveling disappears, makes a forced landing, sinks or is wrecked, and
	(b) Your body has not been found after one year of
	 The date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a common carrier; or
	 The date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.

	Benefits
AD&D Covered Loss	50% of Benefit Paid
Benefit Schedule (continued)	 Loss of a hand permanently severed at or above the wrist joint or a foot permanently severed at or above the ankle joint
	Loss of sight in one eye
	Loss of speech
	Loss of hearing in both ears
	 Total paralysis of upper and lower limbs on one side of the body (Hemiplegia)
	 Total paralysis of both lower limbs (Paraplegia)
	Paralysis means loss of use of a limb, without severance. A physician must determine the paralysis to be permanent, complete and irreversible.
	25% of Benefit Paid
	Loss of a thumb and index finger on the same hand
	Loss of thumb and index finger on the same hand means that 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.
AD&D Exclusions	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
	3. Suicide or attempted suicide
	4. Intentionally self-inflicted injury
	5. Service in the armed forces of any country or international authority, except the United States National Guard
	6. Committing or attempting to commit a felony
	7. The voluntary intake or use by any means of
	 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
	 alcohol in combination with any drug, medication, or sedative; or
	poison, gas or fumes; or
	8. War, whether declared or undeclared; or act of war, insurrection, rebellion or riot, but this exclusion will not apply to an Employee who is traveling temporarily outside the U.S. on Company business
	9. Intoxication, meaning 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, while operating a vehicle or other device involved in the incident
Facility of Payment	The Eligible Employee is the Beneficiary.

Eligibility

The following groups receive the Company-Paid Eligible Dependent Basic Life and AD&D Insurance Benefit for each enrolled Eligible Dependent:

- Management Employees;
- Nonmanagement Nonunion Employees that follow the Management Employee level of Benefits
 - Hired on or after Aug. 9, 2009, of AT&T Corp. or AT&T Puerto Rico,
 - Hired any date AT&T Corp. (formerly SBC Global Services, Inc.);
- Occupational Employees of DIRECTV that follow the Management Employee level of Benefits;
- Bargained Employees that follow management benefits as they may change from time to time: AT&T Mobility Services IBEW Local 1547 (Mobility Blue).

Since the Company pays for Eligible Dependent Basic Life and AD&D Insurance, each Spouse, LRP or Child must meet the Eligible Dependent eligibility requirements, Dependent Eligibility Verification and be enrolled separately through the Eligibility and Enrollment Vendor. If both you and your spouse work for the Company, only one of you can cover your Eligible Dependent child(ren).

Coverage Amount

The amount of coverage you receive for Eligible Dependent Basic Life and AD&D Insurance is \$15,000 per enrolled Eligible Dependent. No EOI is required for Dependent Basic Life and AD&D.

Taxation of Employer-Provided Dependent Basic Life Insurance

The value of Eligible Dependent Basic Life Insurance provided to you by your Employer is determined in accordance with Internal Revenue Service (IRS) age-related insurance tables. This value is taxable compensation to you, is subject to payroll withholding taxes, and will be reported on IRS Form W-2, Wage and Tax Statement. The value of your Eligible Dependent AD&D insurance provided by your Employer is not taxable compensation to you.

When Benefits Are Paid

Benefits will be paid to you as the Beneficiary as soon as administratively feasible after proof of death of a Covered Person has been received. The Insurance Company must receive the required forms and documentation that the Covered Loss occurred while your Eligible Dependent was a Covered Person. See the "Claims Procedures" section for details. You will be required to provide written evidence of your Covered Loss as determined by the Insurance Company to receive Benefits.

How Benefits Are Paid

You may have a choice of payment options, including a lump-sum payment. The Insurance Company will provide you detailed information about available payment options.

Situations Affecting Your Coverage

Certain situations may affect your Dependent Life or AD&D Insurance. See the <u>"Situations Affecting Your Coverage"</u> section for more information.

SUPPLEMENTAL LIFE INSURANCE

KEY POINTS

- Supplemental Life Insurance offers additional life insurance beyond Basic Life Insurance.
- Coverage is optional. Enrollment in Supplemental Life Insurance is not automatic. Important enrollment deadlines apply. See the <u>"Enrollment and Changes to Your Coverage"</u> section for more information.
- Depending on the amount of coverage you elect and when you enroll, Evidence of Insurability (EOI) may be required. See the <u>"Enrollment and Changes to Your</u> Coverage" section for more information.
- You pay the full cost of this coverage. See the <u>"Contributions"</u> section for more information.
- If you die without a Beneficiary, your Supplemental Life Insurance will be paid in accordance with the Employee Beneficiary Designation Rules. See <u>"Appendix E"</u> Employee Beneficiary Designation Rules for information.

This section describes Supplemental Life Insurance, including who is eligible, coverage amounts and when Benefits are paid.

Supplemental Life Insurance at a Glance

	Benefits
Coverage Amounts	All Management Employees, and Nonmanagement Nonunion Employees that follow management benefits, including AT&T Corp. or AT&T Puerto Rico NMNU - Hired on or after Aug. 8, 2009, and SBC Global Services NMNUs and DTV Occupational Employees
	Bargained Employees of AT&T Mobility - CWA, AT&T Mobility PR - CWA, AT&T Mobility - IBEW Local 1547, AT&T Southeast - CWA, AT&T Services, Inc National Internet Contract - CWA - Tier 1 and Tier 2, SBC Global Services, Inc CWA District 9 - follows National Internet Contract - Tier 2, DTV - National Internet Contract - Tier 2
	Nonmanagement Nonunion Employees that follow the Bargained Employee level of benefits
	AT&T Services, Inc. (in AT&T Southeast) - CWA
	1 - 10 times Basic Life Insurance
	All Other Bargained Employees and Nonmanagement Nonunion Employees
	1 - 6 times Basic Life Insurance
Maximum / Minimum Benefit	\$7,000,000 maximum (Basic Life and Supplemental Life combined)

	Benefits
Accelerated Death Benefit (ADB)	75% maximum (or \$1 million); 25% minimum; (100% for Management employees and groups that follow management).
	(Basic Life and Supplemental Life combined)
	24-month life expectancy
Portability and Conversion Options	Supplemental Life coverage may be converted or ported. See the <u>"Portability"</u> and <u>"Conversion"</u> sections.
Facility of Payment	If you die without a Beneficiary, your Supplemental Life Insurance will be paid in accordance with the Employee Beneficiary Designation Rules. See "Appendix E" Employee Beneficiary Designation Rules for more information.

Coverage Amount

The amount of coverage you receive from Supplemental Life Insurance is listed in the Supplemental Life Insurance at a Glance table and depends on your Employer, your Employee Group and the amount of coverage you elected.

The Benefit Maximum for Supplemental Life Insurance – the highest Benefit amount you can receive through your Supplemental Life Insurance – is also noted in the *Supplemental Life Insurance at a Glance* table.

Supplemental Life Insurance is not reduced based on your age.

Changing Your Coverage Options

See the <u>"Enrollment and Changes to Your Coverage"</u> section and the *Supplemental Life Insurance* at a *Glance* table for more information.

When Benefits Are Paid

Benefits will be paid to your Beneficiary as soon as administratively feasible if you die while a Covered Person. The Insurance Company must receive the required forms and documentation before Benefits are payable. See the <u>"Claims Procedures"</u> section for details. Your Beneficiary will be required to provide written evidence of your death to receive Benefits.

Option to Accelerate Payment of Death Benefits

If you are diagnosed as terminally ill and are expected to live 24 months or less, you may accelerate the payment of Benefits. This is called the Accelerated Death Benefit. If you elect this option, you may receive a portion of your Supplemental Life Insurance while living, as noted in the *Supplemental Life Insurance at a Glance* table. This option is also available under Basic Life Insurance.

IMPORTANT: The Accelerated Death Benefit will **not** be available if you have assigned your Benefits. See the <u>"Assignment of Benefits"</u> section for more information.

You may elect to accelerate payment of Benefits only once in your lifetime. Your election and the payment of an Accelerated Death Benefit, is considered a valid and effective Beneficiary change for the amount of the Accelerated Death Benefit payment. Your Beneficiary designation in place at the time of the Accelerated Death Benefit payment will continue to apply to your remaining Benefit. Payment of an Accelerated Death Benefit will reduce your total life insurance coverage.

Note: Because of the various legal and tax implications involved, you may wish to consult a tax or estate planning adviser(s) or an attorney before applying for an Accelerated Death Benefit.

You or your legal representative must apply for this Benefit on the form provided by the Insurance Company, as well as provide required proof and documentation. See the <u>"Claims Procedures"</u> section for more information on filing for an Accelerated Death Benefit.

IMPORTANT: Supplemental Life Insurance that you voluntarily cancel or that is cancelled because you do not make the required contributions cannot be converted. See the "Conversion" section for details.

How Benefits Are Paid

Your Beneficiary may have a choice of payment options, including a lump sum payment. The Insurance Company will provide your Beneficiary detailed information about available payment options.

If you do not have a valid Beneficiary designation on file, your Supplemental Life Insurance, if any, will be paid as described in the *Facility of Payment* section of the <u>"Supplemental Life Insurance at a Glance"</u> table.

Situations Affecting Your Coverage

Certain situations may affect your Supplemental Life Insurance. See the <u>"Situations Affecting Your Coverage"</u> section for more information.

SUPPLEMENTAL SPOUSE AND CHILD LIFE INSURANCE

KEY POINTS

- Supplemental Dependent Life Insurance gives you the opportunity to purchase life insurance on your Eligible Dependents.
- There are two types of Supplemental Dependent Life Insurance: Spouse Life Insurance and Child Life Insurance.
- Coverage is optional. Enrollment in Supplemental Dependent Life Insurance is not automatic and important enrollment deadlines apply. See the <u>"Enrollment and Changes to Your Coverage"</u> section for more information.
- Evidence of Insurability (EOI) may be required for Supplemental Spouse Life Insurance. See the <u>"Enrollment and Changes to Your Coverage"</u> section for more information.
- You pay the full cost of this coverage. See the <u>"Contributions"</u> section for more information.
- If both you and your Spouse are employed by a Participating Company, each of you may elect Supplemental Dependent Life Insurance on one another. In addition, both of you may enroll your Eligible Dependent Children for Supplemental Dependent Life Insurance.
- You automatically are the Beneficiary of Supplemental Dependent Life Insurance.

This section describes Supplemental Spouse Life Insurance and Child Life Insurance, including coverage amounts for those Eligible Dependents and when Benefits are paid.

Supplemental Spouse Life Insurance at a Glance

The Supplemental *Spouse Life Insurance at a Glance* tables provide Benefit information for these groups:

- Management Employees, see Table 1
- Nonmanagement Nonunion Employees of hired on or after Aug. 9, 2009, AT&T Corp. or AT&T Puerto Rico or AT&T Corp. (formerly SBC Global Services, Inc.), see Table 1
- Occupational Employees of DIRECTV, see Table 1
- Bargained Employees of AT&T Mobility Services LLC IBEW Local 1547, AT&T Mobility Services LLC CWA, AT&T Mobility Puerto Rico Inc. CWA, AT&T Services, Inc. CWA National Internet Contract Tier 1 and Tier 2, AT&T Corp. (formerly SBC Global Services, Inc.) CWA District 9 which follows the National Internet Contract Tier 2, DIRECTV IBEW, or AT&T Southeast CWA, see Table 1
- For all other Bargained Employees or Nonmanagement Nonunion Employees, see Table 2

Supplemental Spouse Life Insurance at a Glance - Table 1

	Benefits
Coverage Amounts	\$10,000, \$25,000 to \$300,000 (in \$25,000 increments)
Portability and Conversion Options	Spouse Life coverage may be converted. See the "Conversion" section.
Facility of Payment	The Eligible Employee is the Beneficiary.

Supplemental Spouse Life Insurance at a Glance - Table 2

	Benefits
Coverage Amounts	\$10,000, \$25,000 to \$150,000 (in \$25,000 increments)
Portability and Conversion Options	Spouse Life Insurance coverage may be converted. See the "Portability" and "Conversion" sections.
Facility of Payment	The Eligible Employee is the Beneficiary.

Supplemental Child Life Insurance at a Glance

The Supplemental *Child Life Insurance at a Glance* tables provide Benefit information for these groups:

- Management Employees, see Table 1
- Nonmanagement Nonunion Employees of AT&T Corp. or AT&T Puerto Rico hired on or after Aug. 9, 2009, or AT&T Corp. (formerly SBC Global Services, Inc.) and DIRECTV Occupational Employees, see Table 1

- Bargained Employees of AT&T Mobility Services LLC IBEW Local 1547, AT&T Mobility Services LLC CWA, AT&T Mobility Puerto Rico Inc., AT&T Services, Inc. National Internet Contract Tier 1 and Tier 2, AT&T Corp. (formerly SBC Global Services, Inc.) CWA District 9 which follows the National Internet Contract Tier 2, DIRECTV IBEW, or AT&T Southeast, see Table 1
- For all other Bargained Employees or Nonmanagement Nonunion Employees, see Table 2

Supplemental Child Life Insurance at a Glance - Table 1

	Benefits
Coverage Amounts	\$5,000 to \$30,000 (in \$5,000 increments)
Portability and Conversion Options	Child Life coverage may be converted. See the "Conversion" section.
Facility of Payment	The Eligible Employee is the Beneficiary.

Supplemental Child Life Insurance at a Glance - Table 2

	Benefits
Coverage Amounts	\$1,500, \$3,000, \$5,000, \$10,000, or \$15,000
Portability and Conversion Options	Child Life coverage may be converted. See the "Conversion" section.
Facility of Payment	The Eligible Employee is the Beneficiary.

Coverage Amount

The amount of coverage you receive from Supplemental Dependent Life Insurance is listed in the Supplemental *Spouse Life Insurance at a Glance* or Supplemental *Child Life Insurance at a Glance* tables and depends on your Employer, your Employee Group and the amount of coverage you elected.

The Benefit Maximum for Supplemental Dependent Life Insurance – the highest Benefit amount you can receive through your Supplemental Dependent Life Insurance – is also noted in the Supplemental *Spouse Life Insurance at a Glance* or Supplemental *Child Life Insurance at a Glance* tables.

If you purchase Supplemental Child Life Insurance, each Child must meet the eligibility requirements and be enrolled separately for Supplemental Child Life Insurance. In addition, because you pay the same contribution regardless of the number of Children you cover, you must elect the same amount of coverage for each Child enrolled. See the "Enrollment and Changes to Your Coverage" section for more information.

Changing Your Coverage Options

See the <u>"Enrollment and Changes to Your Coverage"</u> section and the Supplemental *Spouse Life Insurance at a Glance* or Supplemental *Child Life Insurance at a Glance* tables for more information.

When Benefits Are Paid

Benefits will be paid to you as the Beneficiary as soon as administratively feasible after the death of a Covered Person. The Insurance Company must receive the required forms and documentation before Benefits are payable. See the <u>"Claims Procedures"</u> section for details. You will be required to provide written evidence of the death to receive Benefits.

How Benefits Are Paid

You may have a choice of payment options, including a lump sum payment. The Insurance Company will provide you detailed information about the available payment options.

Situations Affecting Your Coverage

Certain situations may affect your Dependent Life Insurance. See the <u>"Situations Affecting Your Coverage"</u> section for more information.

BASIC AND SUPPLEMENTAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

KEY POINTS

- Basic and Supplemental Accidental Death and Dismemberment (Basic or Supplemental AD&D) Insurance pays a Benefit to your Beneficiary if you suffer a Covered Loss as a result of an accident while you are a Covered Person.
- Supplemental AD&D Insurance is an optional coverage that you can purchase to supplement your Basic AD&D Insurance.
- You automatically are covered for Basic AD&D Insurance at the same time you are covered for Basic Life Insurance.
- You do not need to be enrolled in Supplemental Life Insurance to enroll in Supplemental AD&D Insurance. In addition, your level of Supplemental AD&D Insurance does not have to match your Supplemental Life Insurance. See the "Eligibility and Participation" and "Enrollment and Changes to Your Coverage" sections for details.
- The Company pays the full cost of providing Basic AD&D Insurance. If you elect Supplemental AD&D Insurance, you pay the full cost through payroll deductions.
- Coverage is available 24 hours a day, 365 days a year, and Evidence of Insurability (EOI) is not required.
- Basic and Supplemental AD&D Insurance are provided in addition to Basic and Supplemental Life Insurance. If you die as a result of a Covered Loss, your Beneficiary will receive both your life insurance and AD&D insurance.

This section describes Basic and Supplemental AD&D Insurance, including who is eligible, coverage amounts, when Benefits are paid, and what is not covered.

Basic and Supplemental Accidental Death and Dismemberment Insurance at a Glance

	Benefits
Coverage Amounts	Basic AD&D
	Two (2) times Pay for
	Management Employees
	DIRECTV Occupational Employees that follow management benefits
	 Nonmanagement Nonunion Employees of AT&T Corp. hired or rehired on or after Aug. 2009 or AT&T Corp. (formerly SBC Global Services, Inc.) that follow management benefits
	Bargained Employees of AT&T Mobility Services LLC - IBEW Local 1547
	One (1) times Pay for
	AT&T Mobility Services - CWA
	DTV - Out of Region Technicians - IBEW
	AT&T Customer Services - Call Center Employees - IBEW
	Note: Bargained Employees of AT&T East - Pay is rounded to the next higher \$1,000.
Coverage Amounts	Supplemental AD&D
(continued)	Management Employees
	DIRECTV Occupational Employees that follow management benefits
	 Nonmanagement Nonunion Employees of AT&T Corp. hired or rehired on or after Aug. 9, 2009 or AT&T Corp. (formerly SBC Global Services, Inc.) that follow management benefits
	 Bargained Employees of AT&T Mobility Services LLC - IBEW Local 1547, AT&T Mobility Services LLC - CWA, AT&T Services, Inc National Internet Contract - Tier 1 and Tier 2 and AT&T Southeast
	1 to 10 times Basic Life Insurance
	Seat Belt Benefit: \$10,000 additional Benefit
	Supplemental AD&D - All Other Bargained Employees and Nonmanagement Nonunion Employees
	1 to 6 times Basic Life Insurance
	Seat Belt Benefit: \$10,000 additional Benefit
	Note: BellSouth Telecommunications, LLC - CWA District 3 (National Directory & Customer Assistance and Utility Operations) are not eligible for Basic AD&D Insurance.
Maximum / Minimum Benefit	Basic AD&D maximum is your Basic Life Insurance Amount. Supplemental AD&D maximum is either 10 times Basic Life Insurance or 6 times Basic Life Insurance, whichever is your Coverage Amount maximum for Supplemental AD&D.

	Benefits Section 1997	
AD&D Covered Loss Benefit Schedule	100% of Benefit Paid	
	Loss of life	
	Loss of both hands or both feet	
	Loss of one hand and one foot	
	Loss of one hand or one foot and loss of sight in one eye	
	Loss of sight in both eyes	
	Loss of sight means 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 and hearing in both ears	
	Loss of speech means the entire and irrevocable loss of speech that continues for 12 consecutive months following the accidental injury.	
	Loss of hearing means the entire and irrevocable loss of hearing in both ears that continues for 12 consecutive months following the accidental injury.	
	Total paralysis of both upper and lower limbs (Quadriplegia)	
	Disappearance, forced landing, sinking or wreck benefit (Loss of life benefits will be payable to your Beneficiary if	
	(a) The transportation in which you were traveling disappears, makes a forced landing, sinks or is wrecked, and	
	(b) Your body has not been found after one year of	
	 The date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a common carrier; or 	
	 The date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.) 	

	Benefits
AD&D Covered Loss	50% of Benefit Paid
Benefit Schedule (continued)	 Loss of a hand permanently severed at or above the wrist joint or a foot permanently severed at or above the ankle joint.
	Loss of sight in one eye
	Loss of speech
	Loss of hearing in both ears
	 Total paralysis of upper and lower limbs on one side of the body (Hemiplegia)
	Total paralysis of both lower limbs (Paraplegia)
	Paralysis means loss of use of a limb, without severance. A physician must determine the paralysis to be permanent, complete and irreversible.
	25% of Benefit Paid
	Loss of a thumb and index finger on the same hand
	Loss of thumb and index finger on the same hand means that 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.
AD&D Exclusions	1. Physical or mental illness, infirmity or the diagnosis or treatment of such illness or infirmity
	2. Infection, other than infection occurring in an external accidental wound
	3. Suicide or attempted suicide
	4. Intentionally self-inflicted injury
	5. Service in the armed forces of any country or international authority, except the United States National Guard
	6. Committing or attempting to commit a felony
	7. The voluntary intake or use by any means of
	 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
	 alcohol in combination with any drug, medication, or sedative; or
	poison, gas or fumes
	8. War, whether declared or undeclared; or act of war, insurrection, rebellion or riot, this exclusion will not apply to an Employee who is traveling temporarily outside the U.S. on Company business
	9. Intoxication, meaning 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, while operating a vehicle or other device involved in the incident
Facility of Payment	If you die without a Beneficiary, your AD&D Benefit will be paid in accordance with the Employee Beneficiary Designation Rules. See <u>"Appendix E"</u> Employee Beneficiary Designation Rules for information.
	Note: This applies for death only, otherwise you are the Beneficiary.

Coverage Amount

Your Basic AD&D Insurance amount is the same as your Basic Life Insurance amount. See the "Basic Life Insurance" section and the "Basic and Supplemental Accidental Death and Dismemberment Insurance at a Glance" table for more information about your coverage amount and how it is calculated.

The amount of coverage you receive from Supplemental AD&D Insurance is listed in the *Basic and Supplemental AD&D Insurance at a Glance* table and depends on your Employer, your Employee Group and the amount of coverage you elected. *Note: Your Supplemental AD&D Insurance does not have to match your Supplemental Life Insurance amount.*

If you die as a result of an accident while a Covered Person, Basic and Supplemental AD&D Insurance pay your Beneficiary a Benefit. All or a portion of your Basic and Supplemental AD&D Insurance will be payable to you if you suffer a Covered Loss other than death. See the "Basic and Supplemental Accidental Death and Dismemberment Insurance at a Glance" table for a list of Covered Losses and the schedule of Benefits. For Benefits to be payable, all Covered Losses must occur within 12 months after the accident.

Note: No more than the full amount of your Basic and Supplemental AD&D Insurance will be payable due to any one accident.

Neither Basic nor Supplemental AD&D Insurance are reduced based on your age.

Seat Belt Benefit

As part of your Basic and Supplemental AD&D Insurance, you automatically are covered by a Seat Belt Benefit. Under this additional Benefit, if you die while a Covered Person within 12 months as a result of injuries you received in a passenger motor vehicle accident while properly wearing an unaltered seat belt, your Beneficiary will receive an additional AD&D Benefit. *Note: The Basic and Supplemental AD&D Insurance Exclusions listed in the* "Basic and Supplemental Accidental Death and Dismemberment Insurance at a Glance" table also apply to the Seat Belt Benefit.

See the <u>"Basic and Supplemental Accidental Death and Dismemberment Insurance at a Glance"</u> table for more information.

Basic and Supplemental AD&D Insurance Exclusions (including Seat Belt Benefit)

Benefits are payable only for Covered Losses caused by the direct result of an accident. Certain exclusions apply to Basic and Supplemental AD&D Insurance and the Seat Belt Benefit. Benefits are not payable if, in the sole discretion of the Insurance Company, it is determined that your death or injury results from certain exclusions. For details on those exclusions, see the "Basic and Supplemental Accidental Death and Dismemberment Insurance at a Glance" table.

When Benefits Are Paid

Benefits will be paid to you or your Beneficiary as soon as administratively feasible after the death of a Covered Person. The Insurance Company must receive the required forms and documentation that the Covered Loss occurred while you were a Covered Person before Benefits are payable. See the "Claims Procedures" section for details. You or your Beneficiary will be required to provide written evidence of your Covered Loss as determined by the Insurance Company to receive Benefits.

How Benefits Are Paid

You or your Beneficiary may have a choice of payment options, including a lump sum payment. The Insurance Company will provide you or your Beneficiary detailed information about available payment options.

If you die as the result of a Covered Loss and do not have a valid Beneficiary designation on file, your Basic and Supplemental AD&D Insurance, if any, will be paid as described in the Facility of Payment section of the <u>"Basic and Supplemental Accidental Death and Dismemberment Insurance at a Glance"</u> table.

Situations Affecting Your Coverage

Certain situations may affect your Basic and Supplemental AD&D Insurance. See the <u>"Situations</u> Affecting Your Coverage" section for more information.

SPECIAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

KEY POINTS

- If you are eligible, Special Accidental Death and Dismemberment (Special AD&D) Insurance pays a Benefit to your Beneficiary if you suffer a Covered Loss as a result of an On-the-Job Accident while you are a Covered Person.
- If you are eligible, Special AD&D Insurance pays a Benefit to you if your Eligible Dependents suffer a Covered Loss as a result of accident while you are a Covered Person on Company-approved travel.
- If you are eligible, you automatically are covered for Special AD&D Insurance on the first day you are Actively at Work. See the <u>"Eligibility and Participation"</u> section for details.
- The Company pays the full cost of providing Special AD&D Insurance.
- Coverage is available 24 hours a day, 365 days a year, and Evidence of Insurability (EOI) is not required.
- Special AD&D Insurance is provided in addition to Basic Life Insurance and Basic AD&D Insurance. If you die as a result of a Covered Loss, your Beneficiary will receive both your life insurance and AD&D insurance.

This section describes Special AD&D Insurance, including who is eligible, coverage amounts, when Benefits are paid, and what is not covered.

Special Accidental Death and Dismemberment Insurance at a Glance

The following Special AD&D Insurance at a Glance tables provide Benefit information for these groups:

- Management Employees, see Table 1
- Nonmanagement Nonunion Employees of AT&T Corp. or AT&T Puerto Rico hired on or after Aug. 9, 2009, or after AT&T Corp. (formerly SBC Global Services, Inc.), see Table 1
- DIRECTV Occupational Employees, see Table 1

- Bargained Employees of AT&T Mobility Services LLC IBEW Local 1547, AT&T Mobility Services LLC CWA, AT&T Services, Inc. National Internet Contract Tier 1 and Tier 2, AT&T Corp. (formerly SBC Global Services, Inc.) CWA District 9 which follows the National Internet Contract Tier 2, see Table 1
- Bargained Employees or Nonmanagement Nonunion Employees of AT&T East and AT&T Midwest, see Table 2
- Bargained Employees of DIRECTV IBEW who are eligible on Jan. 1, 2017, see Table 2
- Bargained Employees of AT&T Customer Services, Inc. (formerly DIRECTV) IBEW, see
 Table 2

Special AD&D Insurance at a Glance - Table 1

	Benefits
Coverage Amounts	3 times Pay, less any benefit paid under any Company-sponsored pension plan of the Covered Person.
	Workers' compensation benefits do not reduce any portion of the Special AD&D Insurance.
	Spouse: \$100,000
	Child: \$25,000
	Seat Belt Benefit: 10 percent of the Special AD&D Insurance coverage amount up to 50,000 additional Benefit
Maximum / Minimum Benefit	\$2,500,000 maximum
Rounding Rules / Definition of Pay	Pay is rounded to the next higher \$1,000.

Benefits

Definition of On-the-Job Accident

A Covered Loss as the result of injuries sustained in a qualifying accident that occurs

- On the Company's premises while performing the duties of your occupation, or
- While traveling on Company business during an approved business trip.

An approved business trip will be considered to

- Begin when you leave the place where you normally work or live to go on the trip, and
- End when you return to the place where you normally work or live.

You will be considered to be traveling on Company business when you are on assignment at the direction of the Company to further Company business, including relocation trips.

You will **not** be considered to be traveling on Company business during

- · Usual travel to and from work, or
- Bona fide leaves of absence or vacation.

Coverage includes your travel by automobile, train, bus or ship, on civilian aircraft and on qualifying Company-owned or leased aircraft while on Company business during an approved business trip.

Benefits

Special AD&D Covered Loss Benefit Schedule

100% of Benefit Paid

- · Loss of life
- · Loss of both hands or both feet
- Loss of one hand and one foot and loss of sight in one eye
- · Loss of sight in both eyes

Loss of sight means 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 and hearing in both ears

Loss of speech means the entire and irrevocable loss of speech that continues for 12 consecutive months following the accidental injury.

Loss of hearing means the entire and irrevocable loss of hearing in both ears that continues for 12 consecutive months following the accidental injury.

- Total paralysis of both upper and lower limbs (Quadriplegia)
- Total paralysis of upper and lower limbs on one side of the body (Hemiplegia)
- Total paralysis of both lower limbs (Paraplegia)

Paralysis means loss of use of a limb, without severance. A physician must determine the paralysis to be permanent, complete and irreversible.

- Disappearance, forced landing, sinking or wreck benefit (Loss of life benefits will be payable to your beneficiary if
- (a) The transportation in which you were traveling disappears, makes a forced landing, sinks or is wrecked, and
- (b) Your body has not been found after one year of
- The date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a common carrier; or
- The date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.

	Benefits
Special AD&D Covered	50% of Benefit Paid
Loss Benefit Schedule (continued)	 Loss of a hand permanently severed at or above the wrist joint or a foot permanently severed at or above the ankle joint.
	Loss of sight in one eye
	Loss of speech
	Loss of hearing in both ears
	Total paralysis of one limb (Uniplegia)
	25% of Benefit Paid
	Loss of a thumb and index finger on the same hand
	Loss of thumb and index finger on the same hand means that 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.
Special AD&D Exclusions	1. Physical or mental illness, infirmity or the diagnosis or treatment of such illness or infirmity
	2. Infection, other than infection occurring in an external accidental wound
	3. Suicide or attempted suicide
	4. Intentionally self-inflicted injury
	5. Service in the armed forces of any country or international authority, except the United States National Guard
	6. Committing or attempting to commit a felony
	7. The voluntary intake or use by any means of
	 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
	 alcohol in combination with any drug, medication, or sedative; or
	poison, gas or fumes
	8. War, whether declared or undeclared; or act of war, insurrection, rebellion or riot, this exclusion will not apply to an Employee who is traveling temporarily outside the U.S. on Company business
	9. Intoxication, meaning 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, while operating a vehicle or other device involved in the incident
Facility of Payment	If you die without a Beneficiary, your Special AD&D Benefit will be paid in accordance with the Beneficiary Designation Rules. See "Appendix E" Employee Beneficiary Designation Rules for information.
	Note: This applies for death only, otherwise you are the Beneficiary.

Special AD&D Insurance at a Glance - Table 2

	Benefits
Coverage Amounts	3 times Pay less any benefit paid under any Company-sponsored pension plan of the Covered Person.
	Special Rule for Employees of SBC Global Services, Inc IBEW 494
	2 times Pay
	Workers' compensation benefits do not reduce any portion of the Special AD&D Insurance.
	Spouse: \$50,000
	Seat Belt Benefit: 10 percent of the Special AD&D Insurance coverage amount to \$50,000 additional Benefit
Maximum / Minimum Benefit	\$1,500,000 maximum
Rounding Rules / Definition of Pay	Pay is rounded to the next higher \$1,000.

Benefits

Definition of On-the-Job Accident

An accident while a Covered Person is on Company Business, which results in a Covered Loss. Company Business means

- performing the duties of your employment
- performing the duties at the direction of the proper authority
- · voluntarily protecting the Company's property or interest
- traveling at the request and expense of the Company

An approved business trip will be considered to

- Begin when you leave the place where you normally work or live to go on the trip,
 and
- End when you return to the place where you normally work or live.

You will be considered to be traveling on Company business when you are on assignment at the direction of the Company to further Company business, including relocation trips.

You will **not** be considered to be traveling on Company business during

- Usual travel to and from work, or
- · Bona fide leaves of absence or vacation.

Coverage includes your travel by automobile, train, bus or ship, on civilian aircraft and on qualifying Company-owned or leased aircraft while on Company business during an approved business trip.

Benefits

Special AD&D Covered Loss Benefit Schedule

100% of Benefit Paid

- Loss of life
- · Loss of both hands or both feet
- Loss of one hand and one foot
- Loss of one hand or one foot and loss of sight in one eye
- · Loss of sight in both eyes

Loss of sight means 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 and hearing in both ears

Loss of speech means the entire and irrevocable loss of speech that continues for 12 consecutive months following the accidental injury.

Loss of hearing means the entire and irrevocable loss of hearing in both ears that continues for 12 consecutive months following the accidental injury.

- Total paralysis of both upper and lower limbs (Quadriplegia)
- Total paralysis of upper and lower limbs on one side of the body (Hemiplegia)
- Total paralysis of both lower limbs (Paraplegia)

Paralysis means loss of use of a limb, without severance. A physician must determine the paralysis to be permanent, complete and irreversible

- Disappearance, forced landing, sinking or wreck benefit (Loss of life benefits will be payable to your beneficiary if
- (a) The transportation in which you were traveling disappears, makes a forced landing, sinks or is wrecked, and
- (b) Your body has not been found after one year of
- The date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a common carrier; or
- The date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.

	Domofile
Special AD&D Covered	Benefits Service Paris
Special AD&D Covered Loss Benefit Schedule (continued)	50% of Benefit Paid
	 Loss of a hand permanently severed at or above the wrist joint or a foot permanently severed at or above the ankle joint.
	Loss of sight in one eye
	Loss of speech
	Loss of hearing in both ears
	Total paralysis of one limb (Uniplegia)
	25% of Benefit Paid
	Loss of a thumb and index finger on the same hand
	Loss of thumb and index finger on the same hand means that 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.
Special AD&D Exclusions	Physical or mental illness, infirmity or the diagnosis or treatment of such illness or infirmity
	2. Infection, other than infection occurring in an external accidental wound
	3. Suicide or attempted suicide
	4. Intentionally self-inflicted injury
	5. Service in the armed forces of any country or international authority, except the United States National Guard
	6. Committing or attempting to commit a felony
	7. The voluntary intake or use by any means of
	 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
	 alcohol in combination with any drug, medication, or sedative; or
	poison, gas or fumes
	8. War, whether declared or undeclared; or act of war, insurrection, rebellion or riot, this exclusion will not apply to an Employee who is traveling temporarily outside the U.S. on Company business
	9. Intoxication, meaning 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, while operating a vehicle or other device involved in the incident
Facility of Payment	If you die without a Beneficiary, your Special AD&D Benefit will be paid in accordance with the Employee Beneficiary Designation Rules. See "Appendix E" Employee Beneficiary Designation Rules for information.
	Note: This applies for death only, otherwise you are the Beneficiary.

Coverage Amount

The amount of coverage you receive from Special AD&D Insurance is listed in the *Special AD&D Insurance at a Glance* tables.

The maximum benefit amount for Special AD&D Insurance – the highest Benefit amount you can receive through your Special AD&D Insurance – is also noted in the *Special AD&D Insurance at a Glance* tables.

If you die as a result of an On-the-Job Accident while a Covered Person, Special AD&D Insurance pays your Beneficiary a Benefit. All or a portion of your Special AD&D Insurance will be payable to you if you suffer a Covered Loss other than death.

Special AD&D Insurance also pays a Benefit to you if your Eligible Dependents die or suffer a Covered Loss other than death, solely as the result of injuries sustained in an accident that occurs while the Eligible Dependents accompany you on Company-approved travel while you are a Covered Person.

See the *Special AD&D Insurance at a Glance* tables, for a list of Covered Losses and the schedule of Benefits. For Benefits to be payable, all Covered Losses must occur within 12 months after the accident.

Note: No more than the full amount of your Special AD&D Insurance will be payable due to any one accident.

Special AD&D Insurance is not reduced based on your age.

Seat Belt Benefit

As part of your Special AD&D Insurance, you and your Eligible Dependents automatically are covered by a Seat Belt Benefit. Under this additional Benefit, if you die while a Covered Person within 12 months as a result of injuries you received in a passenger motor vehicle accident while properly wearing an unaltered seat belt, you or your Beneficiary will receive an additional AD&D Benefit.

Note: The Special AD&D Insurance Exclusions listed in the Special AD&D Insurance at a Glance tables also apply to the Seat Belt Benefit. See the Special AD&D Insurance at a Glance tables for more information.

Special AD&D Insurance Exclusions (including Seat Belt Benefit)

Special AD&D Insurance is payable only for Covered Losses caused by the direct result of an Onthe-Job Accident only. Certain exclusions apply to Special AD&D Insurance and the Seat Belt Benefit. Benefits are not payable if, in the sole discretion of the Insurance Company, it is determined that your death or injury results from certain exclusions. For details on those exclusions, see the *Special AD&D Insurance at a Glance* tables.

When Benefits Are Paid

Benefits will be paid to you or your Beneficiary as soon as administratively feasible after the death of a Covered Person. The Insurance Company must receive the required forms and documentation that the Covered Loss occurred while you were on-the-job and you or your Eligible Dependent was a Covered Person. See the "Claims Procedures" section for details. You or your Beneficiary will be required to provide written evidence of your Covered Loss as determined by the Insurance Company to receive Benefits.

How Benefits Are Paid

You or your Beneficiary may have a choice of payment options, including a lump sum payment. The Insurance Company will provide you or your Beneficiary detailed information about available payment options.

If you die as the result of a Covered Loss and do not have a valid Beneficiary designation on file, your Special AD&D Insurance, if any, will be paid as described in the *Facility of Payment* section of the "Special Accidental Death & Dismemberment Insurance at a Glance" tables.

Situations Affecting Your Coverage

Certain situations may affect your Special AD&D Insurance. See the <u>"Situations Affecting Your Coverage"</u> section for more information.

SUPPLEMENTAL DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

KEY POINTS

- Supplemental Dependent Accidental Death and Dismemberment (Dependent AD&D) Insurance offers you the opportunity to purchase additional levels of accident coverage on your family members.
- The same Dependents that are eligible for Dependent Spouse Life Insurance and Dependent Child Life Insurance are eligible for Dependent Spouse AD&D Insurance and Dependent Child AD&D Insurance.
- You do not need to be enrolled in Supplemental Life Insurance or Supplemental Spouse Life Insurance or Supplemental Child Life Insurance to enroll in Dependent AD&D Insurance.
- Coverage is not automatic. You must enroll and you pay the cost of this coverage. See the "Contributions" section for more information.
- You automatically are the Beneficiary of Dependent AD&D Insurance.
- Coverage is available 24 hours a day, 365 days a year. Evidence of Insurability (EOI) is not required.

This section describes Supplemental Spouse AD&D Insurance and Supplemental Child AD&D Insurance, including who is eligible, coverage amounts, when Benefits are paid and what is not covered.

Supplemental Spouse Accidental Death and Dismemberment Insurance at a Glance

The Supplemental *Spouse AD&D Insurance at a Glance* tables provide Benefit information for these groups:

- Management Employees, see Table 1
- Nonmanagement Nonunion Employees hired on or after Aug. 9, 2009 of AT&T Corp. or AT&T Corp. (formerly SBC Global Services, Inc.), see Table 1

- DIRECTV Occupational Employees, see Table 1
- Bargained Employees of AT&T Mobility Services LLC IBEW Local 1547, AT&T Mobility Services LLC CWA, AT&T Mobility Puerto Rico Inc., AT&T Southeast, AT&T Services Inc. National Internet Contract Tier 1 and Tier 2, AT&T Corp. (formerly SBC Global Services, Inc.) CWA District 9 which follows the National Internet Contract Tier 2 and DIRECTV National Internet Contract Tier 2, see Table 1
- For all other Bargained Employees or Nonmanagement Nonunion Employees, see Table 2

Spouse AD&D Insurance at a Glance - Table 1

	Benefits
Coverage Amounts	\$10,000, \$25,000 to \$300,000 (in \$25,000 increments)
	Note: For Bargained Employees of AT&T Southeast - a \$5,000 coverage option is also available.
	Seat Belt Benefit: \$10,000 additional Benefit
AD&D Covered Loss	100% of Benefit Paid
Benefit Schedule	Loss of life
	Loss of both hands or both feet
	Loss of one hand and one foot
	Loss of one hand or one foot and loss of sight in one eye
	Loss of sight in both eyes
	Loss of sight means 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 and hearing in both ears
	Loss of speech means the entire and irrevocable loss of speech that continues for 12 consecutive months following the accidental injury.
	Loss of hearing means the entire and irrevocable loss of hearing in both ears that continues for 12 consecutive months following the accidental injury.
	Total paralysis of both upper and lower limbs (Quadriplegia)
	 Disappearance, forced landing, sinking or wreck benefit (Loss of life benefits will be payable to your Beneficiary if
	(a) The transportation in which you were traveling disappears, makes a forced landing, sinks or is wrecked, and
	(b) Your body has not been found after one year of
	The date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a common carrier; or
	The date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.)

	Benefits
AD&D Covered Loss	50% of Benefit Paid
Benefit Schedule (continued)	 Loss of a hand permanently severed at or above the wrist joint or a foot permanently severed at or above the ankle joint.
	Loss of sight in one eye
	Loss of speech
	Loss of hearing in both ears
	Total paralysis of upper and lower limbs on one side of the body (Hemiplegia)
	Total paralysis of both lower limbs (Paraplegia)
	Paralysis means loss of use of a limb, without severance. A physician must determine the paralysis to be permanent, complete and irreversible.
	25% of Benefit Paid
	Loss of a thumb and index finger on the same hand
	Loss of thumb and index finger on the same hand means that 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.
AD&D Exclusions	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
	3. Suicide or attempted suicide
	4. Intentionally self-inflicted injury
	5. Service in the armed forces of any country or international authority, except the United States National Guard
	6. Committing or attempting to commit a felony
	7. The voluntary intake or use by any means of
	 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
	 alcohol in combination with any drug, medication, or sedative; or
	poison, gas or fumes; or
	8. War, whether declared or undeclared; or act of war, insurrection, rebellion or riot, but this exclusion will not apply to an Employee who is traveling temporarily outside the U.S. on Company business
	9. Intoxication, meaning 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, while operating a vehicle or other device involved in the incident
Facility of Payment	The Eligible Employee is the Beneficiary.

Spouse AD&D Insurance at a Glance - Table 2

	Benefits
Coverage Amounts	\$10,000, \$25,000 to \$150,000 (in \$25,000 increments)
	Seat Belt Benefit: \$10,000 additional Benefit
AD&D Covered Loss	100% of Benefit Paid
Benefit Schedule	Loss of life
	Loss of both hands or both feet
	Loss of one hand and one foot
	 Loss of one hand or one foot and loss of sight in one eye
	Loss of sight in both eyes
	Loss of sight means 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 and hearing in both ears
	Loss of speech means the entire and irrevocable loss of speech that continues for 12 consecutive months following the accidental injury.
	Loss of hearing means the entire and irrevocable loss of hearing in both ears that continues for 12 consecutive months following the accidental injury.
	 Total paralysis of both upper and lower limbs (Quadriplegia)
	 Disappearance, forced landing, sinking or wreck benefit (Loss of life benefits will be payable to your beneficiary if
	(a) The transportation in which you were traveling disappears, makes a forced landing, sinks or is wrecked, and
	(b) Your body has not been found after one year of
	 The date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a common carrier; or
	 The date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.)

	Benefits
AD&D Covered Loss	50% of Benefit Paid
Benefit Schedule (continued)	• Loss of a hand permanently severed at or above the wrist joint or a foot permanently severed at or above the ankle joint.
	Loss of sight in one eye
	Loss of speech
	Loss of hearing in both ears
	Total paralysis of upper and lower limbs on one side of the body (Hemiplegia)
	Total paralysis of both lower limbs (Paraplegia)
	Paralysis means loss of use of a limb, without severance. A physician must determine the paralysis to be permanent, complete and irreversible.
	25% of Benefit Paid
	Loss of a thumb and index finger on the same hand
	Loss of thumb and index finger on the same hand means that 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.
AD&D Exclusions	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
	3. Suicide or attempted suicide
	4. Intentionally self-inflicted injury
	5. Service in the armed forces of any country or international authority, except the United States National Guard
	6. Committing or attempting to commit a felony
	7. The voluntary intake or use by any means of
	 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
	 alcohol in combination with any drug, medication, or sedative; or
	• poison, gas, or fumes; or
	8. War, whether declared or undeclared; or act of war, insurrection, rebellion or riot, but this exclusion will not apply to an Employee who is traveling temporarily outside the U.S. on Company business
	9. Intoxication, meaning 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, while operating a vehicle or other device involved in the incident
Facility of Payment	The Eligible Employee is the Beneficiary.

Supplemental Child Accidental Death and Dismemberment Insurance at a Glance

The Supplemental *Child AD&D Insurance at a Glance* tables provide Benefit information for these groups:

- Management Employees, see Table 1
- Nonmanagement Nonunion Employees hired on or after Aug. 9, 2009, of AT&T Corp. or AT&T Corp. (formerly SBC Global Services, Inc.), see Table 1
- DIRECTV Occupational Employees, see Table 1
- Bargained Employees of AT&T Mobility Services LLC IBEW Local 1547, AT&T Mobility Services LLC CWA, AT&T Mobility Puerto Rico Inc. CWA., AT&T Services, Inc. National Internet Contract Tier 1 and Tier 2, AT&T Corp. (formerly SBC Global Services, Inc.) CWA District 9 which follows the National Internet Contract Tier 2, DIRECTV National Internet Contract Tier 2 or AT&T Southeast, see Table 1
- For all other Bargained Employees or Nonmanagement Nonunion Employees, see Table 2

Supplemental Child AD&D Insurance at a Glance - Table 1

	Benefits
Coverage Amounts	\$5,000 to \$30,000 (in \$5,000 increments)
	Seat Belt Benefit: \$10,000 additional Benefit
Maximum / Minimum Benefit	\$5,000 Minimum
	\$30,000 Maximum

Benefits

AD&D Covered Loss Benefit Schedule

100% of Benefit Paid

- · Loss of life
- · Loss of both hands or both feet
- Loss of one hand and one foot
- Loss of one hand or one foot and loss of sight in one eye
- Loss of sight in both eyes

Loss of sight means 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 and hearing in both ears

Loss of speech means the entire and irrevocable loss of speech that continues for 12 consecutive months following the accidental injury.

Loss of hearing means the entire and irrevocable loss of hearing in both ears that continues for 12 consecutive months following the accidental injury.

- Total paralysis of both upper and lower limbs (Quadriplegia)
- Disappearance, forced landing, sinking or wreck benefit (Loss of life benefits will be payable to your beneficiary if
- (a) The transportation in which you were traveling disappears, makes a forced landing, sinks or is wrecked, and
- (b) Your body has not been found after one year of
- The date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a common carrier; or
- The date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.)

	Benefits Programme Benefits
AD&D Covered Loss	50% of Benefit Paid
Benefit Schedule (continued)	• Loss of a hand permanently severed at or above the wrist joint or a foot permanently severed at or above the ankle joint.
	Loss of sight in one eye
	• Loss of speech
	Loss of hearing in both ears
	Total paralysis of upper and lower limbs on one side of the body (Hemiplegia)
	Total paralysis of both lower limbs (Paraplegia)
	Paralysis means loss of use of a limb, without severance. A physician must determine the paralysis to be permanent, complete and irreversible.
	25% of Benefit Paid
	Loss of a thumb and index finger on the same hand
	Loss of thumb and index finger on the same hand means that 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.
AD&D Exclusions	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
	3. Suicide or attempted suicide
	4. Intentionally self-inflicted injury
	5. Service in the armed forces of any country or international authority, except the United States National Guard
	6. Committing or attempting to commit a felony
	7. The voluntary intake or use by any means of
	 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
	alcohol in combination with any drug, medication, or sedative; or
	• poison, gas or fumes; or
	8. War, whether declared or undeclared; or act of war, insurrection, rebellion or riot, but this exclusion will not apply to an Employee who is traveling temporarily outside the U.S. on Company
	9. Intoxication, meaning 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, while operating a vehicle or other device involved in the incident
Facility of Payment	The Eligible Employee is the Beneficiary.

Supplemental Child AD&D Insurance at a Glance - Table 2

	Benefits
Coverage Amounts	\$1,500, \$3,000, \$5,000, \$10,000, or \$15,000
	Seat Belt Benefit: \$10,000 additional Benefit
Maximum / Minimum Benefit	\$1,500 Minimum
Dellelli	\$15,000 Maximum
AD&D Covered Loss Benefit Schedule	100% of Benefit Paid
belletit Schedule	Loss of life
	Loss of both hands or both feet
	Loss of one hand and one foot
	 Loss of one hand or one foot and loss of sight in one eye
	Loss of sight in both eyes
	Loss of sight means 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 and hearing in both ears
	Loss of speech means the entire and irrevocable loss of speech that continues for 12 consecutive months following the accidental injury.
	Loss of hearing means the entire and irrevocable loss of hearing in both ears that continues for 12 consecutive months following the accidental injury.
	 Total paralysis of both upper and lower limbs (Quadriplegia)
	 Disappearance, forced landing, sinking or wreck benefit (Loss of life benefits will be payable to your beneficiary if
	(a) The transportation in which you were traveling disappears, makes a forced landing, sinks or is wrecked, and
	(b) Your body has not been found after one year of
	 The date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a common carrier; or
	 The date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.)

	Benefits
AD&D Covered Loss	50% of Benefit Paid
Benefit Schedule (continued)	• Loss of a hand permanently severed at or above the wrist joint or a foot permanently severed at or above the ankle joint.
	Loss of sight in one eye
	Loss of speech
	Loss of hearing in both ears
	Total paralysis of upper and lower limbs on one side of the body (Hemiplegia)
	Total paralysis of both lower limbs (Paraplegia)
	Paralysis means loss of use of a limb, without severance. A physician must determine the paralysis to be permanent, complete and irreversible.
	25% of Benefit Paid
	Loss of a thumb and index finger on the same hand
	Loss of thumb and index finger on the same hand means that 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.
AD&D Exclusions	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
	3. Suicide or attempted suicide
	4. Intentionally self-inflicted injury
	5. Service in the armed forces of any country or international authority, except the United States National Guard
	6. Committing or attempting to commit a felony
	7. The voluntary intake or use by any means of
	 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
	 alcohol in combination with any drug, medication, or sedative; or
	poison, gas or fumes; or
	8. War, whether declared or undeclared; or act of war, insurrection, rebellion or riot, but this exclusion will not apply to an Employee who is traveling temporarily outside the U.S. on Company business
	9. Intoxication, meaning 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, while operating a vehicle or other device involved in the incident
Facility of Payment	The Eligible Employee is the Beneficiary.

Coverage Amount

The amount of coverage you receive from Supplemental Dependent AD&D Insurance is listed in the Supplemental Child AD&D Insurance at a Glance tables or Supplemental Spouse AD&D Insurance at a Glance tables and depends on your Employer, your Employee Group and the amount of coverage you elected. Note: Your Supplemental Dependent AD&D Insurance does not have to match your Supplemental Dependent Life Insurance amount.

If your Eligible Dependents die as a result of an accident while a Covered Person, Dependent AD&D Insurance pays a Benefit to you. If your Eligible Dependents suffer a Covered Loss other than death, Dependent AD&D Insurance pays you a Benefit according to the schedule in the Supplemental Child AD&D Insurance at a Glance tables or Supplemental Spouse AD&D Insurance at a Glance tables. For Benefits to be payable, all Covered Losses must occur within 12 months after the accident.

If you purchase Supplemental Dependent AD&D Insurance on your Children, each Child must meet the eligibility requirements and be enrolled separately for Child AD&D Insurance. In addition, because you pay the same contribution regardless of the number of Children you cover, you must elect the same amount of coverage for each Child enrolled. See the <u>"Enrollment and Changes to Your Coverage"</u> section for more information.

Note: No more than the full amount of your Dependent AD&D Insurance will be payable due to any one accident.

Changing Your Coverage Options

If you do not enroll in Supplemental Dependent AD&D Insurance during your initial eligibility period, you will have the opportunity to enroll or change your coverage during Annual Enrollment. In addition, if you have a Change-in-Status Event, you may enroll in or change your coverage amount within 31 days of the Change-in-Status Event, as described in the "Situations Affecting Your Coverage" section. EOI is not required.

Seat Belt Benefit

As part of your Supplemental Dependent AD&D Insurance, your Eligible Dependent(s) automatically are covered by a Seat Belt Benefit. Under this additional Benefit, if your Eligible Dependent(s) die while a Covered Person within 12 months as a result of injuries received in a passenger motor vehicle accident while properly wearing an unaltered seat belt, you will receive an additional AD&D Benefit. Note: The Exclusions listed in the Child AD&D Insurance at a Glance tables or Spouse AD&D Insurance at a Glance tables also apply to the Seat Belt Benefit.

See the Child AD&D Insurance at a Glance tables or Spouse AD&D Insurance at a Glance tables for more information.

Supplemental Dependent AD&D Insurance Exclusions (including Seat Belt Benefit)

Benefits are payable only for Covered Losses caused by the direct result of an accident. Certain exclusions apply to Dependent AD&D Insurance and the Seat Belt Benefit. Benefits are not payable if, in the sole discretion of the Insurance Company, it is determined that your Eligible Dependent's death or injury results from certain exclusions. For details on those exclusions, see the Supplemental *Child AD&D Insurance at a Glance* tables or Supplemental *Spouse AD&D Insurance at a Glance* tables.

When Benefits Are Paid

Benefits will be paid to you as the Beneficiary as soon as administratively feasible after the death of a Covered Person. The Insurance Company must receive the required forms and documentation that the Covered Loss occurred while your Eligible Dependent was a Covered Person. See the "Claims Procedures" section for details. You will be required to provide written evidence of your Covered Loss as determined by the Insurance Company to receive Benefits.

How Benefits Are Paid

You may have a choice of payment options, including a lump sum payment. The Insurance Company will provide you detailed information about available payment options.

Situations Affecting Your Coverage

Certain situations may affect your Dependent AD&D Insurance. See the <u>"Situations Affecting Your Coverage"</u> section for more information.

CLAIMS PROCEDURES

KEY POINTS

- There are two types of Claims that may be made and appealed under the Program: Claims for Eligibility and Claims for Benefits.
- If your or your Eligible Dependent's enrollment in the Program is denied, you or your Beneficiary may file a written Claim for Eligibility with the Eligibility and Enrollment Vendor.
- You should:
 - File your Appeal within the time limit.
 - Follow your Appeal's progress and provide any additional information that the Eligibility and Enrollment Vendor requests within the time limit for response.
- If your Claim for Eligibility is denied, you may appeal the decision within 180 days of receipt of the denial notice.
- If your or your Eligible Dependent's request for payment of Benefits is denied or partially denied or your Evidence of Insurability (EOI) is denied, you or your Beneficiary may file a written Claim for Benefits with the Insurance Company. You will receive a written notice (generally within 90 days) from the Insurance Company if your Claim for Benefits is denied.
- You have 60 days after receipt of the Benefit Denial to submit a written request to appeal the decision to the Insurance Company.
- Generally, you will receive a final determination regarding your Appeal within 60 days of receipt of your Appeal by the Insurance Company.
- You or your Beneficiary may file suit in federal court after your Claim and Appeal for Eligibility or Claim and Appeal for Benefits is denied in whole or in part.

- You or your Beneficiary must exhaust all Appeal processes offered by the Program before filing a lawsuit.
- You, your Eligible Dependents, your Beneficiary or a duly authorized person has the right under ERISA and the Plan (including the Program) to file a written Claim for Eligibility or Claim for Benefits. If you are uncertain whether your claim is a Claim for Eligibility or a Claim for Benefits, follow the procedure for a Claim for Eligibility, and the Plan Administrator will determine which process it should go through.

If your Claim for Eligibility or Claim for Benefits is denied, it will be considered an Adverse Benefit Determination. An Adverse Benefit Determination is any denial, reduction or termination of a Benefit, or a failure to provide or make a payment (in whole or in part) for a Program Benefit, including any based on your eligibility to participate in the Program. You or your Beneficiary has the right to appeal any Adverse Benefit Determination under the procedures described in the following sections. A Claim is considered approved only if approval is communicated to you or your Beneficiary in writing. If you or your Beneficiary does not receive a response (written or electronic) to any Claim within the applicable time period, you or your Beneficiary may proceed with an Appeal.

The following sections describe the Program procedures used to process a Claim for Eligibility or a Claim for Benefits, along with your and your Beneficiary's rights and responsibilities. These procedures were designed to comply with the rules of the United States Department of Labor (DOL) concerning Claims for Eligibility or Claims for Benefits. It is important that you and your Beneficiary follow these procedures to ensure receiving the full extent of Program Benefits.

IMPORTANT: All of the facts and circumstances of your case will be thoroughly reviewed. If you or your Beneficiary have completed all of the Claims and Appeals procedures explained in the following sections and the Appeal is denied in whole or in part, you or your Beneficiary will have the right to file suit in federal court.

Claims for Eligibility

If eligibility or enrollment in the Program is denied, you may file a written Claim with the Eligibility and Enrollment Vendor.

When to File a Claim for Eligibility

If you attempt to enroll yourself or your dependents or attempt to participate in the Program and are told you or your dependents are not eligible to enroll or participate in the Program, you may call the Eligibility and Enrollment Vendor to attempt to resolve the issue. See the *Eligibility and Enrollment Vendor* table in the "Contact Information" section. If the issue is not resolved to your satisfaction, you may file a written Claim for Eligibility.

You, your Dependents or an authorized representative are responsible for initiating the Claim for Eligibility process, The Claim for Eligibility process does not begin until you have provided a written Claim, as outlined below.

How to File a Claim for Eligibility

To file a Claim for Eligibility, you or your authorized representative must submit your written Claim for Eligibility to the Eligibility and Enrollment Vendor, along with any documentation supporting your Claim, to the address in the "Contact Information" section. You must:

- File a completed Claims Initiation Form (CIF) or other written Claim, along with any supporting documentation, with the Eligibility and Enrollment Vendor.
- A CIF is available from the Eligibility and Enrollment Vendor on request.

The Eligibility and Enrollment Vendor will notify you of its decision within a reasonable time but no later than 90 days of the date it receives your Claim for Eligibility. The Eligibility and Enrollment Vendor may extend this period once (for up to an additional 90 days) if it determines that special circumstances require more time to decide your Claim for Eligibility. If this happens, you will receive a written notice of the special circumstances requiring the extra time and when to expect a response.

The following table summarizes the Program's Claim for Eligibility decision timeframe:

Activity		Number of Days Allowed
Eligibility and Enrollment Vendor decides the Claim	90 days	From the date the Eligibility and Enrollment Vendor receives your initial Claim for Eligibility
Time period is extended if Eligibility and Enrollment Vendor determines special circumstances require more time	Up to 90 additional days	After the initial 90-day period

What Happens if Your Claim for Eligibility Is Denied

Your Claim for Eligibility is considered denied either when the Eligibility and Enrollment Vendor sends written notice that denies your Claim for Eligibility in whole or in part or if you do not receive notice of the denial within the time periods described above. A written denial notice will contain:

- Specific reasons for the denial
- Specific Program provisions upon which the denial is based
- If applicable, a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in making the determination, and that a copy of the rule, guideline, protocol or criterion will be provided free of charge upon request
- If applicable, a description of any additional information needed to make the Claim for Eligibility acceptable and the reason the information is needed
- A description of the Program's Appeal procedures, and
- A statement of your right to file a civil action under ERISA after you have exhausted all opportunities to appeal under the Program.

How to Appeal a Denied Claim for Eligibility

If the Claim for Eligibility is denied and you disagree with the decision, you may appeal the decision by filing a written Appeal with the Eligibility and Enrollment Vendor. You or your authorized representative must make this request within 180 days of receipt of the denial notice. See the *Eligibility and Enrollment Vendor* table in the "Contact Information" section for contact information.

If you or your authorized representative submits an Appeal of a denied Claim for Eligibility, you or your representative has the right to:

- Send a written statement of the issues and any other comments. Be sure to clearly state any facts or reasons you believe should be considered
- Include any new or additional evidence or materials that support your Appeal, which must include all reasons why the claim should be reconsidered. This information must be provided with your written statement when filing the Appeal
- Request and receive, free of charge, documents relevant to the Claim for Eligibility, such as any internal rule, guideline, protocol or other similar criterion relied on in denying the Claim for Eligibility, and
- Reasonable access to and copies of all documents, records and other information relevant to the Claim for Eligibility.

Appeals Process

Eligibility and Enrollment Appeals Committee (EEAC) members, who were not involved in the initial decision to deny your initial Claim, will review and decide your Appeal.

The EEAC will notify you of its decision within 60 days of the date of receipt of your Appeal. The EEAC can extend this period once (for up to 60 days) if special circumstances require more time to decide your Appeal. If this happens, you will receive a written notice of the special circumstances requiring the extra time and when to expect a response.

The EEAC's decision on your Appeal will be in writing and will include the specific reasons and references to Program provisions relied on to make the decision. The EEAC has been delegated the exclusive discretion to interpret and administer applicable Program provisions; its decisions are conclusive and binding and are not subject to further review under the Program. However, you may have further rights under ERISA, as described in the "ERISA Rights of Participants and Beneficiaries" section.

The following table summarizes the Program's Appeal for Eligibility decision timeframe:

Activity		Number of Days
You request a review of a denied Claim for Eligibility	180 days	From receipt of a denial notice
EEAC decides the Appeal	60 days	From the date the EEAC receives your Appeal
Time period is extended if EEAC determines special circumstances require more time	Up to 60 days	After the initial 60-day period

Your Appeal is considered denied if you receive a written notification denying it in whole or in part, or if you do not receive any response within the time periods noted above.

Claims for Benefits

You should:

- Keep your Claim filing and Claim denial notices and statements.
- File your Appeal within the time limit specified.
- Follow your Appeal's progress and provide any additional information that the Insurance Company requests within the time limit for response.

If your request for payment is denied, you may file a written Claim for Benefits with the Insurance Company.

When to File a Claim

If you or your Beneficiary (Claimant(s)), believes that he or she is entitled to a Benefit or a greater Program Benefit, such Claimant may file a written Claim with the Plan. An authorized representative of the Claimant may also file a Claim on the Claimant's behalf. All Claims for Program Benefits must be made in writing and sent to the Insurance Company. See the "Contact Information" section for information on how to file a written Claim for Benefits.

If the Insurance Company determines that a Benefit or an additional Benefit is owed under the Plan, payment will be made (or started, as applicable) as soon as administratively practicable after that determination.

Note: Please contact the Fidelity Service Center to report a death. See the <u>"Contact Information"</u> section for information on how to contact the Fidelity Service Center.

IMPORTANT: An enrollment or eligibility request is not considered a Claim for Benefits. This is considered a Claim for Eligibility. Please see the <u>"Claims for Eligibility"</u> section for details.

The following describes the procedures the Program uses to process Claims for Benefits, along with your rights and responsibilities. These Claims for Benefits procedures are intended to comply with the rules of the Department of Labor (DOL). It is important that you follow these procedures to make sure that you receive full Program Benefits.

Claim for Benefits Filing Limits

You must submit your Claim for Benefits as soon as is reasonably possible after the death of the Covered Person. You must submit your Claim for AD&D Benefits within 90 days of the Covered Loss.

Notification of Benefit Denial

If the Insurance Company determines that a Claimant is not entitled to a Program Benefit or is entitled to a lesser Benefit than the Claimant sought (a Benefit Denial), written notice will be provided. Unless the time period is extended as described below, this notice will be given within 90 calendar days of receipt of the Claim for Benefits by the Insurance Company. However, in some circumstances, an extension of this notice period is necessary. If so, the 90-day period may be extended for 90 more calendar days. The Claimant will receive notice of any extension before the initial notice period ends. The extension notice will state why more time is needed and when to expect a decision.

The Benefit Denial notice will be in writing and will contain:

- Specific reasons for the Benefit Denial
- Specific Program provisions on which the Benefit Denial is based
- If applicable, a description of any additional information needed to make the Claim for Benefits acceptable and the reason the information is needed
- A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claim for Benefits
- A description of the Program's Appeal procedures with respect to the Benefit Denial and the time limits applicable to that Appeal. This will include a statement of the right to bring an action under Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) after the end of the Insurance Company's review.

How to Appeal a Benefit Denial

A Claimant who receives a Benefit Denial notice or who does not receive any notice within the time periods noted above is entitled to appeal the decision. The Claimant may have the decision fully reviewed by the Insurance Company if the Appeal is timely and properly submitted. To appeal, the Claimant must submit a written request for review, which must include all reasons why the Claimant believes the Claim should be reconsidered. The written request must be sent to the Insurance Company. See the "Contact Information" section for information on where to appeal a Benefit Denial.

The Claimant must request the Appeal in writing no later than 60 calendar days after receiving the notice of Benefit Denial. If the Claimant has not received a notice of Benefit Denial, the Claimant must request the Appeal in writing no later than 60 calendar days after the last date that a notice of Benefit Denial should have been sent by the Insurance Company. See the "Notification of Benefit Denial" section for information about notification.

An Appeal submitted after this 60-day deadline will not be eligible for review by the Insurance Company. In addition, the Claimant will have failed to exhaust his administrative remedies under the Program. See the <u>"Importance of Exhausting Administrative Remedies"</u> section for more information.

As part of the review process, the Claimant may have access to all administrative files generated during the Claim and copies of those files free of charge. The Claimant may also submit written comments, documents, records and other information relating to the Claim. All of this information will be taken into account in the review.

In making the final decision on review of the initial Benefit Denial, the Insurance Company has full and complete discretion to (1) interpret all Plan terms and (2) make all factual determinations associated with the review.

Notice of Final Determination on Appeal

Unless the time period is extended as described in this section, written notice of the final Benefit determination under review will be given to the Claimant within 60 calendar days of the Insurance Company's receipt of the Appeal request. However, in some circumstances, an extension of this notice period is necessary. If so, the 60-day period may be extended for 60 more calendar days. The Claimant will receive notice of any extension before the initial notice period ends. The extension notice will state why more time is needed and when to expect a decision.

If the Insurance Company determines that a Benefit or an additional Benefit is owed under the Plan, payment will be made (or started, as applicable) as soon as administratively practicable after that determination (or, if later, as provided under the Plan).

If the Appeal is denied, the written notice provided to the Claimant will contain all of the following information:

- The specific reason or reasons for the Appeal denial
- The specific Program provisions on which the Appeal denial is based
- A statement that the Claimant may request and receive (1) reasonable access to all
 administrative files generated during the Appeal and (2) copies of those files free of charge
- A statement indicating that there are no additional voluntary Appeal procedures offered by the Plan
- A statement of the Claimant's right to bring an action under Section 502(a) of ERISA

Importance of Exhausting Administrative Remedies

Timely completion of the Claims procedures described in the "Notification of Benefit Denial" section is very important. If a Claimant fails to comply with the Claims procedures described (for example, the Claimant does not appeal a Benefit Denial or fails to appeal within the specified time limits), the Claimant may not try to appeal the Claim at a later time. The Claimant also may not bring a lawsuit based on the Claim.

No lawsuit may be brought with respect to Plan Benefits until all Claims procedures have been exhausted with respect to all issues in question.

Time to File Suit

If you wish to bring legal action concerning your right to receive any Plan Benefits, you must first file a Claim for Benefits and go through the ERISA (see the <u>"ERISA Rights of Participants and Beneficiaries"</u> section) Claim and Appeal process. A legal action should not be filed until you complete the Claim and Appeal process. Legal action involving the Plan should be filed directly against the Plan.

SITUATIONS AFFECTING YOUR COVERAGE

KEY POINTS

- Your Program coverage may be affected when you or an Eligible Dependent have certain changes in your life or employment status, such as having a baby, taking a Leave of Absence, becoming disabled or leaving the Company, just to name a few.
- Depending on the change or event, your coverage may end or continue for a limited period of time.
- You or your Eligible Dependents may need to submit additional information to continue coverage.

- In certain situations, you or your Eligible Dependents may have the opportunity to continue coverage through an individual policy. See the <u>"When Coverage Ends"</u> section for more information about when coverage may terminate or change.
- Your cost for coverage may change.

This section describes certain situations and how they may affect any of your Program Benefit coverage.

Situations Affecting Your Coverage at a Glance

	Impact
Situation	
If You Assign Your Benefits	Basic Life/Supplemental Life/Basic AD&D/Special AD&D/Supplemental AD&D: If you make an assignment, you give up all present and future rights to that Benefit (including designating a Beneficiary). An assignment cannot be revoked.
	Spouse Life/Child Life/Spouse AD&D/Child AD&D/Dependent Basic Life & AD&D: Not applicable.
If You Are Not Actively at Work When Coverage Begins	Basic Life/Basic AD&D/Supplemental Life/Supplemental AD&D: Coverage begins the first day of the month after returning to work.
	Special AD&D: Coverage begins on the day you return to work.
	Spouse Life/Child Life/Spouse AD&D/Child AD&D/Dependent Basic Life & AD&D: Coverage begins the first day after you complete your Waiting Period. See the "Eligibility and Participation" section for more information.
If You Gain a Dependent Child	Basic Life/Basic AD&D/Special AD&D/Spouse Life: No effect on coverage. Consider updating your Beneficiary designation.
	Supplemental Life: Within 31 days of Change-in-Status Event you can enroll for the first time in one times Pay coverage or increase current coverage to the next higher level (unless already have combined maximum coverage) without EOI.
	Supplemental AD&D/Child Life/Spouse AD&D/Child AD&D/Dependent Basic Life & AD&D: Within 31 days of the Change-in-Status Event, you can enroll in, increase, decrease or drop coverage without EOI.
If Your Dependent Child Loses Eligibility	Basic Life/Basic AD&D/Supplemental Life/Supplemental AD&D/Spouse Life/Spouse AD&D: No effect on coverage.
	Child Life/Dependent Child Basic Life: Drop coverage for the Child losing eligibility. Conversion allowed within 31 days of coverage loss.
	Special AD&D/Child AD&D/Dependent Child Basic AD&D: Drop coverage for the Child losing eligibility. No conversion.

	Impact
If You Marry or Establish a Partner Relationship	Basic Life/Basic AD&D/Special AD&D: No effect on coverage. Consider updating your Beneficiary designation.
	Supplemental Life: Within 31 days of the event, you can enroll for the first time in one times Pay coverage or increase your current coverage to the next higher level (unless already have combined maximum coverage) without EOI.
	Supplemental AD&D: Within 31 days of the event you can enroll in or increase coverage without EOI, or decrease or cancel coverage.
	Supplemental Spouse Life: Within 31 days of the event, you can enroll in coverage of \$10,000. EOI is required if you also have Dependent Spouse Basic Life; EOI is required to enroll in coverage more than \$10,000.
	Dependent Spouse Basic Life: Within 31 days of the event, you can enroll in coverage of \$15,000 EOI is not required.
	Child Life and Dependent Child Basic Life: You can enroll in coverage without EOI.
	Spouse AD&D/Child AD&D/Dependent Basic AD&D: Within 31 days of the event, you can enroll in coverage without EOI.
If You Divorce or End Your Partner Relationship	Basic Life/Basic AD&D/Special AD&D: No effect on coverage. Consider updating your Beneficiary designation.
	Supplemental Life: Within 31 days of the event, you can enroll for the first time in one times Pay coverage or increase your existing coverage to the next higher level (unless already have combined maximum coverage) without EOI, or decrease or cancel coverage. Consider updating your Beneficiary designation.
	Supplemental AD&D: Within 31 days of the event, you can enroll in or increase coverage without EOI, or decrease or cancel coverage.
	Spouse Life/Spouse AD&D/Dependent Spouse Basic Life: Drop coverage. Coverage ends on the last day of the month the Spouse is no longer an Eligible Dependent. You must cancel coverage within 31 days otherwise no reimbursement of contributions deducted after the last day of the month eligibility ended.
	Child Life/Child AD&D/Dependent Child Basic Life: Drop coverage for Child(ren) losing eligibility due to the event. Coverage ends on the last day of the month the Child(ren) are no longer Eligible Dependents. You must cancel coverage within 31 days of the Child(ren) losing eligibility otherwise no reimbursement of contributions deducted after the last day of the month eligibility ended. For Child(ren) remaining Eligible Dependents, you may enroll in, increase, decrease or cancel coverage without EOI.

	Impact
If You Do Not Make the Required Contributions	Basic Life/Basic AD&D/Special AD&D/Dependent Basic Life & AD&D: No effect on coverage.
	Supplemental Life/Supplemental AD&D/Spouse Life/Child Life/Spouse AD&D/Child AD&D: Coverage ends at the end of the month that contributions are paid in full.
If You Are on a Leave of Absence	Refer to your Employer's Leave of Absence policy for information on whether your coverage continues.
If You Are on Family Medical Leave (FMLA)	Basic Life/Basic AD&D/Dependent Basic Life and AD&D: No effect on coverage, coverage continues.
	Special AD&D: Coverage is discontinued while you are on FMLA.
	Supplemental Life/Spouse Life/Child Life/Supplemental AD&D/Spouse AD&D/Child AD&D: You may continue coverage provided you make the required contributions.
If You Are on Short- Term Disability	Basic Life/Basic AD&D/Basic Dependent Life and AD&D: Coverage continues at no cost to you.
	Special AD&D: Coverage is discontinued while you are a Short-term Disability Recipient.
	Supplemental Life/Supplemental AD&D/Spouse Life/Child Life/Spouse AD&D/Child AD&D: You may continue coverage provided you make the required contributions while you are a Short-term Disability Recipient.
If You Are on Long- Term Disability	Basic Life: Coverage continues for up to three years at no cost to you provided you continue to be a Long-term Disability Recipient.
	Special AD&D: Coverage ends on the day you become a Long-term Disability Recipient.
	Supplemental Life: You may continue coverage for up to three years provided you continue to be a Long-term Disability Recipient, make the required contributions, and are not yet age 65.
	Spouse Life/Child Life/Basic AD&D/Supplemental AD&D/Spouse AD&D/Child AD&D/Dependent Basic Life and AD&D: Coverage ends on the last day of the month in which you become a Long-term Disability Recipient.

	Impact
If Your Employment Ends Before Age 65	Basic Life: Coverage ends on the last day of the month of Termination of Employment unless you are an Eligible Former Employee. Eligible Former Employees may be eligible to continue coverage.
	Supplemental Life: Coverage ends on the last day of the month of Termination of Employment unless you are an Eligible Former Employee. (Eligible Former Employees may be eligible to continue coverage). If you have coverage as an Active Employee, within 31 days of Termination of Employment and without EOI, you may increase coverage by one times your Basic Life Insurance as of your Termination of Employment, subject to certain limitations. If you do not have coverage as an Active Employee, within 31 days from your Termination of Employment and without EOI, you may enroll in coverage equal to one times your Basic Life Insurance as of your Termination of Employment, subject to certain limitations. If you do not pay the required contributions in full, coverage will be canceled and cannot be reinstated. In addition, coverage cannot be increased after the initial 31 days after Termination of Employment.
	Eligible Former Employee, coverage ends on last day of month upon Termination of Employment.
	Basic AD&D/Supplemental AD&D/Spouse Life/Child Life/Spouse AD&D/Child AD&D/Dependent Basic Life and AD&D: Coverage ends on last day of month upon Termination of Employment.
	Special AD&D: Coverage ends upon Termination of Employment.
If Your Employment Ends on or After Age 65	Basic Life: Coverage ends on the last day of the month of Termination of Employment unless you are a Former Eligible Employee. If you are an Eligible Former Employee, you may be eligible to continue your coverage.
	Basic AD&D/Supplemental Life/Supplemental AD&D/Spouse Life/Child Life/Spouse AD&D/Child AD&D/Dependent Basic Life and AD&D: Coverage ends on last day of month of your Termination of Employment.
	Special AD&D: Coverage ends upon Termination of Employment.

	Impact
lf You or Your Eligible Dependent Die	Basic Life/Basic AD&D: When you die, your Beneficiary should call the Beneficiary Designation Administrator to report your death. If your Eligible Dependent dies, your coverage continues. Consider updating your Beneficiary designation.
	Supplemental Life/Supplemental AD&D : When you die, your Beneficiary should call the Beneficiary Designation Administrator to report your death. If your Eligible Dependent dies, your coverage continues. Within 31 days of the death, you can enroll for the first time in one times Pay coverage or increase your existing coverage to the next higher level (unless already have combined maximum coverage) without EOI, or decrease or cancel coverage. Consider updating your Beneficiary designation.
	Special AD&D/Spouse Life/Child Life/Spouse AD&D/Child AD&D/Dependent Basic Life and AD&D: Call the Beneficiary Designation Administrator to report the death.
If You Have a Reduction in Work Hours	Basic Life/Basic AD&D/Special AD&D/Dependent Basic Life and AD&D: No effect on coverage.
	Supplemental Life: Within 31 days of the Life Event and without EOI, you can enroll for the first time in one times Pay coverage, increase existing coverage to the next higher level (unless already have maximum coverage level) or decrease coverage.
	Spouse Life: EOI required to enroll or increase coverage.
	Child Life: No EOI required to increase or decrease coverage.
	Supplemental AD&D/Spouse AD&D/Child AD&D: Within 31 days of the Change-in-Status Event and without EOI, enroll in, change or cancel coverage.
If You Enroll After Initial Enrollment Period	Basic Life/Basic AD&D/Special AD&D/ Dependent Basic Life and AD&D: No effect on coverage.
	Supplemental Life/Spouse Life: EOI required to enroll.
	Child Life: No EOI required to enroll.
	Supplemental AD&D/Spouse AD&D/Child AD&D: You may enroll only during Annual Enrollment or within 31 days of a Change-in-Status Event and without EOI.

	Impact
If You Change Your Coverage Amount During Annual Enrollment	Basic Life/Basic AD&D/Special AD&D/Dependent Basic Life and AD&D: No effect on coverage.
Emounem	Supplemental Life/Spouse Life: EOI required, unless decreasing coverage.
	Supplemental AD&D/Child Life/Spouse AD&D/Child AD&D: No EOI required to change or drop coverage.
If You Change Your Coverage Amount Outside of Annual Enrollment	Basic Life/Basic AD&D/Special AD&D/Dependent Basic Life and AD&D: No effect on coverage.
Enroument	Supplemental Life/Spouse Life: EOI required, unless decreasing coverage.
	Child Life: No EOI required to increase or decrease coverage.
	Supplemental AD&D/Spouse AD&D/Child AD&D: Cannot enroll in or make changes outside initial eligibility or Annual Enrollment unless a Change-in-Status Event.
If Program Ends	Coverage ends the day the Program ends.
If Program Is No Longer Offered to Your Employee Group	Coverage ends the day your Employee Group is no longer eligible for the Program.
If You Stop Working Due to a Work Stoppage	The Company reserves the right to end your Benefits.
If You Terminate Employment due to a Force Adjustment or Layoff	If you have continued eligibility, you will be informed of that in the documents you receive describing your severance program. You may also contact the Eligibility and Enrollment Vendor for information.

WHEN COVERAGE ENDS

KEY POINTS

- In general, unless you are on certain Leaves of Absence, an LTD Recipient, a Short-term Disability Recipient, receiving severance benefits or are eligible for Post-Employment Benefits, all your Program Benefits will end on the earliest of: the last day of the month in which your employment with the Company ends, when your Spouse or Children are no longer considered Eligible Dependents or when you stop making contributions for optional coverage.
- You and your Eligible Dependents may be able to continue some insurance coverage. See the <u>"Conversion"</u> and <u>"Portability"</u> sections for details.

If you are eligible for Post-Employment Benefits as an Eligible Former Employee, your life insurance may change or continue as is. Refer to the appropriate Eligible Former Employee life insurance SPD for more information.

This section describes when your Program coverage ends. When your coverage ends under this group life insurance Program, you may be eligible to continue your coverage through an individual policy. See the <u>"Conversion"</u> or <u>"Portability"</u> sections for additional information.

For Employees

Your Program coverage will end on the earliest of the following:

- The last day of the month in which your employment with the Company ends
- · The end of the period for which contributions have been paid in full
- The day your Employer or Employee Group is no longer eligible for the Program
- The day the Program ends.

Note: The Company reserves the right to end your Benefits if you engage in a work stoppage against the Company.

If You Are Laid Off From Active Employment

If you terminate employment due to a force adjustment or layoff, certain Program coverage may be available for a limited period (as long as you continue to pay any applicable contribution) in accordance with the provisions of your severance program. If you have continued eligibility, you will be informed of that in the documents you receive describing your severance program. You may also contact the Eligibility and Enrollment Vendor for information.

If You Become an Eligible Former Employee

If you are an Eligible Former Employee when your employment with the Company ends, you may be eligible for Basic Life Insurance or Supplemental Life Insurance. Your life insurance may change or continue as is. Refer to the appropriate Eligible Former Employee life insurance SPD for more information. You may obtain a copy of the Eligible Former Employee SPD applicable to you from the Eligibility and Enrollment Vendor.

If You Are an LTD Recipient

As long as you continue to be an LTD Recipient, your Basic Life Insurance will continue for three years. Your Supplemental Life Insurance will continue until the earlier of three years or you reach age 65. All other Program coverage will end on the last day of the month in which your employment with the Company ends.

If You Take a Leave of Absence

You may be eligible to continue your Program coverage for a limited time during a Leave of Absence. See your Employer's Leave of Absence policy for more information.

For Your Spouse and Children

Coverage for your Spouse or your Children ends on the earliest of when:

- Your coverage ends
- The end of the period for which contributions have been paid in full
- The last day of the month your Spouse or Child is no longer considered an Eligible Dependent.

The remainder of this section describes other situations where continued Program coverage may be available to you or your Eligible Dependents.

PORTABILITY

KEY POINTS

- If your Supplemental Life Insurance ends, you may be eligible to continue your insurance by porting your current coverage.
- You can continue any amount, up to the full amount of Supplemental Life Insurance you had under the Program, to a maximum of \$2,000,000.
- To port your current coverage, you must apply and make the first payment for coverage within 31 days of losing Program coverage. Evidence of Insurability (EOI) is not required.
- You pay the full cost of any insurance you port. Your cost for coverage may be higher than the contributions you made for Program coverage.

This section describes details about the Portability provision available under Supplemental Life Insurance.

What Is Portability?

When your Supplemental Life Insurance ends, you have the option to port your coverage to a portable term policy with the Insurance Company.

- The maximum face amount of the policy that you elect can be no more than the amount of coverage you had under the Program, to a maximum of \$2,000,000.
- The coverage would be under a renewable group portable term policy. Your cost for coverage is based on your current age and differ from the Program contributions you paid. Coverage would start to reduce at age 70 and end at age 100.
- The coverage is issued on a guaranteed basis, regardless of your health status, if you apply within 31 days of losing Program coverage.
- You cannot apply for portable coverage if you elect to convert your coverage to an
 individual policy, although, you may choose to convert a portion of your coverage and port
 the rest.

When Coverage Can Be Ported

Portability is a feature that allows you to continue Supplemental Life Insurance up to your current coverage level, not to exceed an allowed maximum level, if your coverage ends.

Note: You cannot port coverage that you voluntarily canceled or that ends because you did not make the required contributions for coverage.

Note: Supplemental AD&D Insurance may not be ported.

How to Port Your Coverage

In order to port your coverage:

You must apply to the Insurance Company within 31 days of losing Program coverage.

- You must make the first payment for coverage in full within 31 days of losing Program coverage. EOI is not required.
- You must pay the full cost of coverage. Once ported, you will pay the full cost of the ported coverage directly to the Insurance Company.

Note: Contributions for ported coverage may be higher than those made under the Program.

IMPORTANT: If you die within the 31-day period during which you could have ported coverage, your Beneficiary will receive the amount that could have been ported. If an application for a new certificate was received by the Insurance Company during this period, the Insurance Company will only pay benefits for the amount applied for.

CONVERSION

KEY POINTS

- If your Basic Life Insurance, Supplemental Life Insurance, Dependent Basic Life Insurance or Dependent Life Insurance ends, you or your covered Eligible Dependents may convert your coverage to an individual policy offered by the Insurance Company.
- You or your covered Eligible Dependents can convert any amount, up to the full amount of coverage under the Program.
- Basic Life Insurance, Supplemental Life Insurance or Dependent Life Insurance may be converted. You can choose to convert any or all coverage.
- To convert coverage, you or your covered Eligible Dependents must apply and make the first payment for coverage within 31 days of losing Program coverage. Evidence of Insurability (EOI) is not required.
- You or your covered Eligible Dependents pay the full cost of any insurance you convert. Your cost for coverage may be higher than the contributions you made for coverage under the Program.

This section describes details about the Conversion provision available under Basic Life Insurance, Supplemental Life Insurance, Dependent Life Insurance or Dependent Basic Life Insurance.

What Is Conversion?

When your Basic Life Insurance, Supplemental Life Insurance, Dependent Basic Life Insurance or Dependent Life Insurance ends, you or your covered Eligible Dependents have the option to buy an individual conversion policy from the Insurance Company.

• The maximum face amount of the policy that you elect can be no more than the amount of coverage you had under the Program.

- The conversion policy is an Individual whole life policy. Your cost for coverage is based on your age at the time you convert your coverage and remain level throughout the life of the policy.
- The conversion policy is issued on a guaranteed basis, regardless of your health status, if you apply within 31 days of losing Program coverage.

Converted coverage may be any type of coverage offered by the Insurance Company and may differ from the coverage you had under the Program.

When Coverage Can Be Converted

You may be eligible to convert all or part of your Basic Life Insurance or Supplemental Life Insurance, up to the amount that has terminated.

Note: You cannot convert coverage that you voluntarily canceled or that ends because you did not make the required contributions for coverage.

Note: Basic AD&D Insurance and Supplemental AD&D Insurance may not be converted.

Your covered Eligible Dependents may be eligible to convert all or part of their Dependent Life Insurance, up to the amount that has terminated, if they lose coverage because:

- Your employment ends;
- You are no longer eligible for the Program;
- You die; or
- They are no longer eligible for the Program.

Note: Your Eligible Dependents cannot convert Dependent Life Insurance that you voluntarily canceled or that ends because you do not make the required contributions for coverage.

Note: Dependent Spouse AD&D Insurance, Dependent Child AD&D Insurance and Dependent Basic AD&D may not be converted.

How to Convert Your Coverage

In order to convert your coverage:

- You must apply to the Insurance Company within 31 days of losing Program coverage.
- You must make the first payment for coverage in full within 31 days of losing Program coverage. EOI is not required.
- You must pay the full cost of coverage. Once converted, you will pay the full cost of the converted coverage directly to the Insurance Company.

Note: Contributions for converted coverage may be higher than those made under the Program.

IMPORTANT: If you die within the 31-day period during which you could have converted coverage, your Beneficiary will receive the amount that could have been converted. If an application for a new certificate was received by the Insurance Company during this period, the Insurance Company will only pay Benefits for the amount applied for.

PLAN ADMINISTRATION

KEY POINTS

- This section contains important information about how the Plan, including this component Program, is administered.
- The Plan is administered by the Plan Administrator, who has full authority and discretion to administer, interpret and enforce the Plan terms, and who may delegate that authority and discretion to other entities or individuals. General information about the Plan and its administrators can be found in this section.
- The Plan Sponsor has the right to amend or terminate the Plan at any time.
- It is very important that you keep the Plan informed of any changes in your mailing address, contact information, Beneficiary designations and family status changes.

Plan Administrator

The Plan Administrator is the named fiduciary of the Plan, including all component Programs, and has the power and duty to do all things necessary to carry out Plan terms. The Plan Administrator has the sole and absolute discretion to interpret Plan provisions, to resolve ambiguity in Plan terms, to make findings of fact, to determine the rights and status of you and others under the Plan, to decide and resolve Plan disputes and to delegate all or a part of this discretion to third parties. To the extent permitted by law, such interpretations, findings, determinations and decisions are final, conclusive and binding on all persons for all Plan purposes.

If the Plan Administrator fails to strictly enforce any Plan provision in a given instance, it will not be construed as a waiver of that provision in any later case. The Plan Administrator reserves the right to strictly enforce each and every Plan provision at any time without regard to its prior actions and decisions, the similarity of the circumstances or the number of occurrences.

The Plan Administrator has the authority and discretion to settle or compromise any Claim against the Plan. The Plan Administrator also has the authority and discretion to pursue, relinquish or settle any Claim of the Plan against any person. No person may rely on the actions of the Plan Administrator regarding Claims by or against the Plan in connection with any subsequent matter.

Program coverage will be determined solely according to Program terms and the applicable facts. Only the duly authorized acts of the Plan Administrator are valid under the Program. You may not rely on any oral statement of any person regarding the Program and may not rely on any written statement of any person, unless that person is authorized to provide the statement by the Plan Administrator, and **one** of the following applies:

- The statement is an official decision of the Plan Administrator to an individual whose eligibility for enrollment, participation or payment of Benefits is in dispute.
- The statement constitutes a duly authorized interpretation of an ambiguous or doubtful Program term.
- The statement constitutes the issuance of a rule, regulation or policy under the Program and applies to all participants.
- The statement communicates an amendment to the Program that applies to all participants.

Administration

The Plan Administrator has contracted with third parties for certain functions which may include, but are not limited to, the processing of Benefits and Claims. In carrying out these functions, these third-party administrators may have been delegated responsibility and discretion for interpreting the Program provisions, making findings of fact, determining the rights and status of you and others under the Program and deciding Program disputes. The *Other Plan Information* table identifies the functions performed by a third-party contractor, as well as the name, address and telephone number of each contractor.

You Must Notify Us About Address Changes, Dependent Status Changes and Disability Status Changes

To protect your rights and those of your family members under the Program, it is vitally important that you keep the Plan Administrator informed of any changes in your mailing address and those of any Covered Persons who do not live with you. While you are an Active Employee, your address in the system of the Eligibility and Enrollment Vendor will be used to send important Program information to you and your covered dependents. See the "Information Changes and Other Common Resources" section for information on how to keep your address current. Also, for all participants, you must promptly report a change in marital status to the Eligibility and Enrollment Vendor. If you have changes in your dependents, such as the birth or death of a Child or if a Child is placed with you for adoption, you must report these changes to the Eligibility and Enrollment Vendor.

When eligibility of a dependent is lost (whether through divorce or dissolution of an LRP or if a covered Child reaches the maximum age limit), you must promptly notify the Eligibility and Enrollment Vendor to remove that dependent from your coverage. You must also provide the appropriate mailing address for mailing the affected dependent's conversion of coverage notice. Such notification is necessary to ensure your Spouse, Partner or Child applies for conversion coverage within applicable time limits. Failure to keep the Eligibility and Enrollment Vendor advised of changes (in your marital status, dependents, mailing address and contact information) may result in the permanent loss of significant Benefit rights.

IMPORTANT: Failure to timely notify the Eligibility and Enrollment Vendor that a dependent has lost coverage will prohibit you from receiving a refund of contributions paid for such coverage, prior to the date of notification.

Other Plan Information

Other Plan Information		
Plan Name	AT&T Umbrella Benefit Plan No. 3	
	AT&T Umbrella Benefit Plan No. 2	
Program Name	AT&T Dependent Group Life Insurance Program	
	AT&T Group Life Insurance Program	
	AT&T Special AD&D Insurance Program	
	AT&T Supplementary Group Life Insurance Program	

	Other Plan Information
Plan Number	603
	601
Plan Sponsor/Employer	AT&T Inc.
Identification Number (EIN)	P.O. Box 132160
(=,	Dallas, TX 75313-2160
	210-351-3333
	EIN 43-1301883
Plan Administrator	AT&T Services, Inc.
	P.O. Box 132160
	Dallas, TX 75313-2160
	210-351-3333
Name and Address of Employer	Affiliates of AT&T Inc.
Linployei	P.O. Box 132160
	Dallas, TX 75313-2160
	210-351-3333
Agent for Service of Legal Process	Process in legal actions in which the Plan is a party should be served on the Plan at the following Address
	CT Corporation System
	1999 Bryan Street, Suite 900
	Dallas, TX 75201-3136
	Service of legal process also may be made upon a Trustee.
Type of Plan	The Plan is an employee welfare benefit plan.
Plan Year	Jan. 1 through Dec. 31
Trustee	AT&T Voluntary Employee Beneficiary Association Trust
	Frost National Bank
	100 W. Houston St.
	San Antonio, TX 78299

	Other Plan Information
Plan Funding and Contributions	The Company pays the premiums for Basic Life Insurance benefits (including Basic AD&D Insurance) and Special AD&D Insurance. Supplemental Life Insurance (including Supplemental AD&D Insurance) and Dependent Life Insurance (including Dependent AD&D Insurance) are paid for by Employee contributions. Coverage is offered under fully insured policies issued by the Insurance Company.
	Basic Life Insurance (including Basic AD&D Insurance) may be paid in part through the use of Voluntary Employee Beneficiary Associations established by AT&T for that purpose and administered and utilized at its discretion. The Program authorizes AT&T to discontinue or modify this funding mechanism at its discretion to the extent such action is consistent with ERISA requirements.
	Supplemental Life Insurance (including Supplemental AD&D Insurance) or Dependent Life Insurance (including Dependent AD&D Insurance) may be funded in part through the use of Premium Stabilization Reserves at the Insurance Company, to pay for any difference between Employee contributions for and the amount stated in the insurance policies.
Plan Records	All Plan records are kept on a calendar year basis, beginning Jan. 1 and ending Dec. 31.
Collectively Bargained Plan	With respect to certain Eligible Employees, the Program is maintained pursuant to one or more collective bargaining agreements. A copy of the collective bargaining agreement may be obtained by participants and beneficiaries whose rights are governed by such collective bargaining agreement upon written request to the Plan Administrator and also is available for examination by participants and beneficiaries as specified under Department of Labor Regulations Section 2520.104b-30.
Insurance	For Special AD&D Insurance Only
	Chubb Insurance Company
	1 Beaver Valley Road
	P. O. Box 15417
	Wilmington, DE 19850
	For All Other Life Insurance
	MetLife Group Life Claims
	P.O. Box 6100
	Scranton, PA 18505-6100

Change in Insurance Companies

From time to time, the Company may appoint a new Insurance Company. If the Claims Administrator changes, you and your Beneficiary will be subject to the rules and procedures of the new Claims Administrator.

Amendment or Termination of the Plan or Program

AT&T Inc. intends to continue the Program described within this SPD, but reserves the right to amend or terminate the Program at any time.

In addition, your Participating Company reserves the right to terminate its participation in the Program. In this event, you and other Program participants may not be eligible to receive Benefits as described in this SPD and you may lose Benefits coverage. The fact that you may be or might have been a participant in the Program does not mean that you or any other Active or Eligible Former Employee will acquire a lifetime right to any Benefits, or to eligibility for Program coverage or to the continuation of the Program.

Nondiscrimination in Benefits

Federal tax law prohibits discrimination in favor of highly compensated participants or key Employees with regard to some of the Benefits offered. The Plan Administrator may restrict the amount of nontaxable Benefits provided to Key Employees (as defined by the Code) so that these nondiscrimination requirements are satisfied.

Limitation of Rights

Participation in the Program does not give you a right to remain employed with your Participating Company or any other AT&T-affiliated Company.

Right of Recovery of Overpayments

It is possible that the Claims Administrator might pay Benefits in excess of what should have been paid under this Program. In such event, the Program may recover the excess amount from you or your Beneficiary. As a condition for receiving Program Benefits, you and your Beneficiary agree to cooperate fully with the Program in the recovery of such overpayments.

Unclaimed and Abandoned Benefits

The Plan Administrator may determine in its discretion that Benefits are unclaimed or have been abandoned. The Plan Administrator will expend reasonable efforts to locate you or your Beneficiary. If the Plan Administrator cannot locate you or your Beneficiary and the Benefits remain unclaimed or abandoned, the Benefits will be held in the Program.

Naming a Beneficiary

You may designate a Beneficiary (or Beneficiaries) to receive Benefits when you die. You also can name secondary Beneficiaries, who will receive Benefits if your primary Beneficiary dies before receiving Benefits.

If your Eligible Dependent(s) have Spouse Life Insurance, Child Life Insurance, Spouse AD&D Insurance or Child AD&D Insurance, you automatically are the Beneficiary. It is not necessary to name a Beneficiary for Spouse Life Insurance, Child Life Insurance, Spouse AD&D Insurance or Child AD&D Insurance.

You can change your Beneficiary(ies) at any time. See the Beneficiary Designation Administrator in the <u>"Contact Information"</u> section for details about how to change your Beneficiary designation, and refer to the Employee Beneficiary Designation Rules, found in <u>"Appendix E" Employee Beneficiary Designation Rules</u> for more information.

Assignment of Benefits

If the Insurance Company consents, you may be eligible to make an assignment of your Program Benefits. This means that you may name someone as the owner of the coverage. See the <u>"Situations Affecting Your Coverage"</u> section for more information about what coverages you can assign.

An assignment is not valid or binding upon the Program unless the assignment is in a form acceptable to, and is accepted by, the Insurance Company and filed in a manner acceptable to the Insurance Company. See the <u>"Contact Information"</u> section for more information about how to file an assignment.

What Is an Assignment?

This means that you name someone else as the owner of the policy, even though it is your life that is insured. If you make an assignment, you give up all present and future rights to that coverage, including the right to name the Beneficiary of your coverage. You cannot revoke the assignment at a later date, and the person to whom you assign your Benefit has the right to name Beneficiaries, change the amount of coverage (subject to the Program's requirements) or exercise any other privileges that would have been available to you.

IMPORTANT: Because of the various legal and tax implications involved, you may wish to consult a tax or estate planning adviser(s) or an attorney before making an assignment.

Can the Amount of My Assignment Be Changed?

Any provision of the Program that reduces the amount of your coverage will reduce the amount you have assigned but will not invalidate the assignment. Increases in your coverage amount will likewise increase the amount you have assigned.

ERISA RIGHTS OF PARTICIPANTS AND BENEFICIARIES

KEY POINTS

- The Employee Retirement Income Security Act of 1974, as amended (ERISA) is the federal law that gives you the right to seek or clarify your Benefits under the Plan.
- ERISA requires that you receive an explanation of its rights and protections, your right to obtain Plan information and how you can receive help or enforce your rights if you feel you have not received Plan Benefits to which you are entitled.
- If you have questions about this Plan, you may contact the Plan Administrator at the address and phone number listed in the <u>"Other Plan Information"</u> table. For questions about your rights under ERISA, you may contact the Employee Benefits Security Administration (EBSA) office nearest you.

Your ERISA Rights

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

Receive information about your Plan and Benefits

 You may examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all documents governing the Plan. This includes collective bargaining agreements, insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the EBSA. You may also obtain, upon written request to the Plan Administrator, copies of
documents governing the operation of the Plan. This includes insurance contracts and
collective bargaining agreements, and copies of the latest annual report (Form 5500
Series) and updated SPD (the Plan Administrator may make a reasonable charge for the
copies), provided you make a written request to:

AT&T Services, Inc. Attn: Plan Documents P.O. Box 132160 Dallas, TX 75313-2160

• Receive an SPD. The Plan Administrator is legally required to provide each participant with a copy of this SPD.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people responsible for the operation of the Plan. These Plan fiduciaries have a duty to do so prudently and in the interest of you and other Plan participants and Beneficiaries. No one, including the Company, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your Claim for Benefits under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request a copy of Plan documents or the Plan's latest annual report and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a Claim for Benefits that is denied or ignored, in whole or in part, and you have exhausted all administrative remedies under the Plan, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your Claim is frivolous.

Assistance With Your Questions

If you have questions about your Plan, you should contact the Plan Administrator. If you have questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave. N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration's publications hotline.

Contact Information		
Benefits Administrator		
Name	Chubb Insurance Company	
Туре	Life Insurance	
Services Provided	For information regarding Special Accidental Death and Dismemberment Insurance	
Benefits Administrator Contact Numbers		
Contact Numbers Information	To report a Claim, check on the status of a Claim, or for other general questions, call the number below.	
Domestic Telephone Number	800-336-0627	
Benefits Administrator Mailing Address		
General Mailing Address		
Domestic	Chubb Insurance Company	
	1 Beaver Valley Road	
	P.O. Box 15417	
	Wilmington, DE 19850	
Claims		
Claims Regular	Chubb Insurance Company	
	1 Beaver Valley Road	
	P.O. Box 15417	
	Wilmington, DE 19850	
Benefits Administrator Special		
Instructions		
Instructions	Call the Fidelity Service Center to report the death of an Employee, an Eligible Former Employee and/or an Eligible Dependent. You do not need a Fidelity Service Center PIN or Social Security number/customer ID to report a death.	

	Contact Information
Benefits Administrator	
Name	Metropolitan Life Insurance Company
Туре	Life Insurance
Services Provided	For information regarding Accelerated Death Benefits, Assignments, Evidence of Insurability, and Life Insurance Claims.
Benefits Administrator Contact	
Numbers	
Contact Numbers Information	Call the applicable MetLife Customer Service Unit.

	Contact Information
Domestic Telephone Number	Accelerated Death Benefit form request and Assignment form request
	866-887-2019
	Submitted Evidence of Insurability and submitted Life Insurance claims
	800-638-6420
Benefits Administrator Hours of Operation	
Hours of Operation	Service Center: Available Monday through Friday from 7 a.m. to 3 p.m. Central time.
	Interactive voice response (IVR) system: An IVR is available 24 hours a day.
Claims	
Claims Regular	Evidence of Insurability (EOI) Appeals
	MetLife Statement of Health Appeals Unit
	P.O. Box 14069
	Lexington, KY 40512-4069
	Life Insurance, Accidental Death and Dismemberment or Accelerated Death Benefit Claim
	MetLife Group Life Claims
	P.O. Box 6100
	Scranton, PA 18505-6100
	To File an Assignment
	MetLife
	Attn: AT&T Assignment Processing
	177 S. Commons Drive
	Aurora, IL 60504
Benefits Administrator Special Instructions	
Instructions	Call the Fidelity Service Center to report the death of an Employee, an Eligible Former Employee and/or an Eligible Dependent. You do not need a Fidelity Service Center PIN or Social Security number/customer ID to report a death.

Contact Information	
Vendor	
Name	AT&T Benefits Center
Туре	Eligibility and Enrollment Vendor

	Contact Information
Services Provided	Eligibility, enrollment, contributions, billing and COBRA processing
Vendor Contact Numbers	
Contact Numbers Information	To speak to the AT&T Benefits Center by phone, you will need to provide the last four digits of your Social Security number, your date of birth and your AT&T Benefits Center password.
	Contact the AT&T Benefits Center at:
Domestic Telephone Number	877-722-0020
International Telephone Number	847-883-0866
Vendor Hours of Operation	
Hours of Operation	Service Center: Monday through Friday from 7 a.m. to 7 p.m. Central time.
	IVR System: An interactive voice response (IVR) system is available 24 hours a day (except Sunday from 1 a.m. to noon Central time and periodically during the week for one hour between midnight and 5 a.m. for maintenance and updates).
Vendor Website	
Website Access Information	To access the website, you will need your AT&T Benefits Center user ID and password. To access the AT&T Benefits Center via the telephone, you will need to provide the last four digits of your Social Security number, your date of birth and your AT&T Benefits Center password.
Website	att.com/benefitscenter
Vendor Mailing Address	
General Mailing Address	
Mailing Address Information	General questions about eligibility or enrollment in the Program may be sent to:
Domestic	AT&T Benefits Center
	4 Overlook Point
	P.O. Box 1474
	Lincolnshire, IL 60069-1474
Claims	
Claims Information	Written Claims for Eligibility under the Program must be sent to:
Claims Regular	AT&T Benefits Center
	Claims and Appeals Management
	4 Overlook Point
	P.O. Box 1407
	Lincolnshire, IL 60069-1407
	LINCOLLISHING, IL UUUUS-1401

	Contact Information
Claims Overnight	AT&T Benefits Center
	Claims and Appeals Management
	4 Overlook Point
	P.O. Box 1407
	Lincolnshire, IL 60069-1407
Appeals	
Appeals Information	Written Appeals for eligibility under the Program must be sent to:
Appeals Regular	AT&T Benefits Center
	Eligibility and Enrollment Appeals Committee
	4 Overlook Point
	P.O. Box 1407
	Lincolnshire, IL 60069-1407
Appeals Overnight	AT&T Benefits Center
	Eligibility and Enrollment Appeals Committee
	4 Overlook Point
	P.O. Box 1407
	Lincolnshire, IL 60069-1407
Vendor Fax Number	
Domestic	847-883-8217 for general information
	847-554-1397 for Claims and Appeals only

Contact Information	
Vendor	
Name	Fidelity Service Center
Туре	Pension Service Center
Services Provided	Term of Employment (also known as Net Credited Service), Address Updates for Former Employees, Beneficiary, Death and Survivor Benefits Administration

	Contact Information
Vendor Contact Numbers	
Contact Numbers Information	Call the Fidelity Service Center to report the death of an employee, an Eligible Former Employee and/or an Eligible Dependent, or ask questions about beneficiary designations. (If you have submitted an AT&T Beneficiary Designation Form to the Fidelity Service Center, service associates will be able to answer questions regarding the designation that you have on file.)
	You may manage your beneficiary designations via the AT&T Online Beneficiary tool. (Note: Some Eligible Former Employees and former vested employees may need to call the Fidelity Service Center for further assistance.)
	You may also request an AT&T Beneficiary Designation Form by calling the Fidelity Service Center. An AT&T Beneficiary Designation Form will be mailed to you within three business days. Return completed AT&T Beneficiary Designation Forms to the mailing address below.
Domestic Telephone Number	800-416-2363
International Telephone Number	Dial your country's toll-free AT&T Direct Access Number, then enter 800-416-2363.
Hearing Impaired Telephone Number	888-343-0860
Vendor Mobile Application	
Mobile App	Fidelity NetBenefits
Instructions	Access the Mobile App in the App Store on your mobile device
Vendor Hours of Operation	
Hours of Operation	Service Center: Available every business day that the New York Stock Exchange (NYSE) is open from 7:30 a.m. to 11 p.m. Central time.
	Interactive voice response (IVR) system: The IVR is available 24 hours a day, seven days a week.
Vendor Website	
Website Access Information	IMPORTANT: Call the Fidelity Service Center to update your address, update beneficiary information, report the death of an Employee, an Eligible Former Employee and/or an Eligible Dependent. You do not need a Fidelity Service Center PIN or Social Security number/customer ID to report a death.
Website	netbenefits.com/att
Vendor Mailing Address	
General Mailing Address	
Domestic	Fidelity Service Center
	P.O. Box 770003
	Cincinnati, OH 45277-0065
Claims	
Claims Information	Written Appeals about a denied Beneficiary designation must be sent to:

	Contact Information
Claims Regular	Fidelity Service Center
	Beneficiary Designation Administrator
	P.O. Box 770003
	Cincinnati, OH 45277-0065
Claims Overnight	Fidelity Service Center
	Beneficiary Designation Administrator
	100 Crosby Parkway, KC1F-D
	Covington, KY 41015
Appeals	
Appeals Information	Written appeals about a denied beneficiary designation must be sent to:
Appeals Regular	Fidelity Service Center
	Beneficiary Designation Administrator
	P.O. Box 770003
	Cincinnati, OH 45277-0072
Appeals Overnight	Fidelity Service Center
	Beneficiary Designation Administrator
	100 Crosby Parkway, KC1F-D
	Covington, KY 41015
Vendor Special Instructions	
Instructions	IMPORTANT: You will need your Fidelity Service Center PIN and Social Security number/customer ID when you access the Fidelity NetBenefits website or automated voice response system, or call to speak to a service associate. You do not need a Fidelity Service Center PIN or Social Security number/customer ID to report a death.
	All Beneficiary designations made using the Online Beneficiary tool will be available for future viewing and updating at your convenience. Please note that you in some cases you may have to print your AT&T Beneficiary Designation, gather additional signatures, and then return the Form before your AT&T Beneficiary Designation is valid (for example, in cases for which spousal consent is required by the applicable benefit plan). Please follow the prompts for when a printed Form must be returned to the Fidelity Service Center.

Contact Information	
Vendor	
Name	Fidelity Service Center
Туре	Life Insurance
Services Provided	Report a Death

	Contact Information
Vendor Contact Numbers	
Contact Numbers Information	Call the Fidelity Service Center to report a death.
Domestic Telephone Number	800-416-2363
International Telephone Number	Dial your country's toll-free AT&T Direct Access number, then enter 800-416-2363.
Hearing Impaired Telephone Number	888-343-0860
Vendor Mobile Application	
Mobile App	Fidelity NetBenefits
Instructions	Access the Mobile App in the App Store on your mobile device
Vendor Hours of Operation	
Hours of Operation	Service Center: Available every business day that the New York Stock Exchange (NYSE) is open from 7:30 a.m. to 11 p.m. Central time.
	Interactive voice response (IVR) system: The IVR is available 24 hours a day, seven days a week.
Vendor Special Instructions	
Instructions	IMPORTANT: Call the Fidelity Service Center to report the death of an Employee, an Eligible Former Employee and/or an Eligible Dependent. You do not need a Fidelity Service Center PIN or Social Security number/customer ID to report a death.

INFORMATION CHANGES AND OTHER COMMON RESOURCES

It is important to keep your addresses (and telephone numbers) on file current because the majority of your benefits, payroll or similar information is sent to them. For work addresses, please include any room, cubicle or suite number that will help make mail-routing more efficient.

Active Employee Address and Telephone Number Changes

For employees with access to the Employee intranet:

Home and work address updates:

- Go to <u>access.att.com</u> and log in using your Global Logon. Click HROneStop > Learn More > Money (menu bar on left) > Payroll & Tax Information (menu bar on left) > eLink Payroll Info, View/Update Home Address.
- On the View/Update Home Address page, click on Update Permanent Residence.
- · Make any necessary changes and click Save.
- To update your work address, select Update Office/Cubicle Information, make any necessary changes and click Save.

For employees without access to the employee intranet:

Contact your supervisor or eLink assistant.

AT&T Benefits Intranet and Internet Access

Active Employees from work - HROneStop

- For health information https://hronestop.web.att.com/group/hr-onestop/health
- For money/retirement information https://hronestop.web.att.com/group/hr-onestop/money

Active Employees from home - HROneStop

Go to <u>access.att.com</u> (AT&T's secure Internet site) by logging in using your Global Logon. Click HROneStop > Learn More >

- For health information, click Health (menu bar on left)
- For money/retirement information, click Money (menu bar on left)

DEFINITIONS

Active Employee. An Employee who is on a Participating Company's active payroll, regardless of whether such Employee is currently receiving pay.

Actively at Work. A time when an Employee is working for the Company on a regular basis at the Employee's customary place of employment.

Adverse Benefit Determination. A denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for, a Program Benefit, including any such denial, reduction, termination of, or failure to provide or make a payment that is based on a determination of a Covered Person's eligibility to participate in the Program.

Age and Service Based Eligibility. Eligibility for post-employment coverage determined based on a combination of age and Term of Employment at the time you terminate employment. See <u>"Appendix C"</u> *Eligible Former Employees* for information on the requirements for Age and Service Based Post-Employment Benefit Eligibility.

Annual Enrollment. The period specified by the Company during which Eligible Employees or Eligible Former Employees may make changes to their Program coverage.

Appeal. A written request for the Program to review an Adverse Benefit Determination under the formal process outlined in the Program for a Claim for Eligibility or Claim for Benefit. See the "Claims Procedures" section for more information.

AT&T Inc. Means AT&T Inc. or its successor. Sometimes referred to as Company.

AT&T Controlled Group. Means each:

- Corporation that is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which the Company is a member;
- Trade or business (whether or not incorporated) with which the Company is under common control (as defined in Section 414(c) of the Code;
- Organization (whether or not incorporated) that is a member of an affiliated service group (as defined by Section 414(m) of the Code) that includes the Company; and
- Other entity required to be aggregated with the Company and treated as a single Employer under Section 414(o) of the Code.

AT&T Controlled Group Member means each entity in the AT&T Controlled Group; provided, however, that for purposes of the annual limitation on benefits set forth under Section 415(b) of the Code, AT&T Controlled Group Member will not include a member of an affiliated service group as defined in Section 414(m) of the Code and will be determined by application of a more than 50 percent control standard in lieu of an 80 percent control standard.

Bargained Employee. Means either (1) an Employee whose job title and classification is included in a collective bargaining agreement between a Participating Company and a union, or (2) an Employee whose job title and classification, by agreement between a union and a Participating Company, have been excluded from a collective bargaining agreement represented by the union, but for whom the Company has elected to provide the same benefits provided to Employees included in a collective bargaining agreement between the union and the Participating Company.

Basic Accidental Death and Dismemberment (Basic AD&D) Insurance. Basic AD&D Insurance, including the Seat Belt Benefit, that is provided under the Program. See the "Basic and Supplemental Accidental Death and Dismemberment Insurance" section.

Basic Life Insurance. Basic Life Insurance that is provided under the Program. See the <u>"Basic Life Insurance"</u> section.

Beneficiary. Means the individual who is designated as your beneficiary in accordance with the Employee Beneficiary Designation Rules. See the *Facility of Payment* section of the applicable at a glance tables throughout the SPD for more information.

Beneficiary Designation. A writing prepared by you in which you designate one or more Beneficiaries to receive, in the event of your death, any unpaid benefits due to you under the Program.

Beneficiary Designation Administrator. The individual or entity appointed by AT&T to administer death-claim processing and Beneficiary Designations.

Beneficiary Designation Form. A form developed for use in designating Beneficiaries to receive, in the event of your death, any unpaid benefits due to you under the Program.

Benefit Maximum. See the applicable at a glance tables for benefit information, including any Benefit Maximums and other benefit limitations.

Benefits. Refers to all types of life insurance available under the Program, the availability of which is subject to Program terms, conditions, limitations and exclusions.

Benefits Administrator. Any third party, insurance company or other organization or individual to which the Company or the Plan Administrator has delegated the duty to process and/or review Claims for Benefits.

Change-in-Status Event. Change-in-Status Events are certain circumstances in our lives such as marriage, birth of a child, loss of benefits under another employer's medical plan, or you or a family member take a leave of absence that allows you to change your Supplemental AD&D Insurance, Spouse AD&D Insurance or Child AD&D Insurance.

Child(ren). See the <u>"Eliqible Dependents"</u> section for the definition of Child(ren).

Claim. A Claim is a Claim for Benefits or a Claim for Eligibility.

Claim for Benefits. A request for Benefits from the Plan that is made by the Claimant in accordance with the Plan's established procedures for filing a Claim for Benefits.

Claim for Eligibility. A Claim for Eligibility is a written request for eligibility or enrollment sent to the address specified by the Eligibility and Enrollment Vendor following a denial of enrollment that has not been resolved informally.

Claims Administrator. See the Benefits Administrator definition.

Code. Is the Internal Revenue Code of 1986, as amended from time to time. Any reference to any section of the Code shall be deemed to include applicable regulations and rulings.

Common Law Marriage. Is a marriage occurring in a state recognizing common-law marriages and satisfying the specific minimum state requirements to be considered married under common law.

Company. Means AT&T Inc. and its subsidiaries and affiliates (including Participating Companies), or any successor or successors thereof.

Covered Person. Is either the Employee, or an Eligible Dependent if, and only if, the individual is enrolled under the Program. References to you and your throughout this SPD are references to a Covered Person. See the <u>"Eligibility and Participation"</u> section for eligibility provisions.

Custodial Participant. An Employee providing coverage to a Grandfathered Disabled Dependent Child or pursuant to a Legal Guardian relationship, adoption or similar arrangement. For additional information see the "Eligible Dependent Exceptions" section.

Custodian. An individual who is legally responsible for the person or property of a minor or other individual considered by law to be incompetent to manage his or her own affairs.

Deferred Vested Pension. A benefit payable under a Company-sponsored pension benefit plan to a former Employee who terminated employment before satisfying the eligibility conditions to receive a service or disability pension under such pension benefit plan.

Dependent Child Accidental Death and Dismemberment (Dependent Child AD&D) Insurance.Dependent Child AD&D Insurance, including the Seat Belt Benefit, that is provided under the Program. See the <u>"Supplemental Dependent Accidental Death and Dismemberment Insurance"</u> section.

Dependent Child Life Insurance. Dependent Life Insurance that is provided to Eligible Dependent Children under the Program. See the <u>"Supplemental Spouse and Child Life Insurance"</u> section.

Dependent Life Insurance. Dependent Life Insurance that is provided to Eligible Dependents under the Program. See the <u>"Supplemental Spouse and Child Life Insurance"</u> section.

Dependent Spouse Accidental Death and Dismemberment (Dependent Spouse AD&D) Insurance. Dependent Spouse AD&D Insurance, including the Seat Belt Benefit, that is provided under the Program. See the <u>"Supplemental Dependent Accidental Death and Dismemberment Insurance"</u> section.

Dependent Spouse Life Insurance. Dependent Life Insurance that is provided to an Eligible Dependent Spouse or Partner under the Program. See the <u>"Supplemental Spouse and Child Life Insurance"</u> section.

Disabled Child(ren). Your Child who does not qualify as an Eligible Dependent due to the age restriction but meets the requirements to be eligible for Program coverage due to disability. See the "Eligible Dependents" section for more information.

Domestic Partner. Is your partner of the same gender:

- Who resides in the same household as you
- Who is at least 18 years old, mentally competent to enter into a valid contract, unrelated to you and not legally married to anyone
- With whom you have a close and committed personal relationship and there is no other such relationship with any other person
- With whom you share responsibility for each other's welfare and financial obligations, and
- Who was enrolled as your dependent in the Program on the day before you became eligible for Program coverage.

Domestic Partner's Children. The Child(ren) of your Domestic Partner. See the <u>"Eligible Dependents"</u> section for information and enrollment requirements.

East Region. The states of Connecticut, Massachusetts and Rhode Island.

Eligibility and Enrollment Appeals Committee (EEAC). The committee appointed by the Company to make the final determination on eligibility and enrollment Appeals.

Eligibility and Enrollment Vendor. The Eligibility and Enrollment Vendor, known as the AT&T Benefits Center, is the third-party vendor to which the Plan Administrator has delegated responsibility under the Program for eligibility determinations, enrollment administration, cost of coverage information, billing, and Change-in-Status Event administration.

Eligible Dependent. An individual who is eligible to participate in the Program as described in the "Eligible Dependents" section.

Eligible Employee. Is an Employee of an AT&T Participating Company who satisfies the conditions for eligibility to participate in the Program described in the <u>"Eligibility and Participation"</u> section.

Eligible Former Disabled Employee. Is an Employee who has terminated employment with a Participating Company or former Participating Company and who meets the eligibility requirements for Program coverage described in "Appendix C" *Eligible Former Employees*.

Eligible Former Employee. Is an Employee who has terminated employment with a Participating Company or former Participating Company and who meets the eligibility requirements for Program coverage described in <u>"Appendix C"</u> Eligible Former Employees.

Employee. Is any individual, other than a leased employee or Nonresident Alien Employed Outside the United States, who is carried on the payroll records of a Participating Company as a common-law employee and who receives a regular and stated compensation, other than a pension or retainer, from that Participating Company, in exchange for services rendered to that AT&T Participating Company.

- For purposes of the preceding sentence, the term leased employee refers to any individual who is a leased employee within the meaning of Section 414(n)(2) of the Code; and
- The term Employee does not include any individual:
 - Who is rendering services to an AT&T Participating Company pursuant to a contract, arrangement or understanding either purportedly (i) as an independent contractor, or (ii) as an employee of an agency, leasing organization or any other such company that

is outside of the AT&T Controlled Group and is providing services to an AT&T Participating Company, or

- Who is treated by an agency, leasing organization or any other such company that is
 outside of the AT&T Controlled Group as an employee of such agency, leasing
 organization or other such company while rendering services to an AT&T Participating
 Company, even if such individual is later determined (by judicial action or otherwise) to
 have been a common law employee of an AT&T Participating Company rather than an
 independent contractor or an employee of such agency, leasing organization or other
 such company.
- For purposes of this definition, the term Nonresident Alien Employed Outside the United States means any individual who receives no earned income (within the meaning of Section 11(d)(2) of the Code) from any AT&T Participating Company which constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code). Notwithstanding the preceding sentence, any individual who is classified by an AT&T Participating Company as a Global Manager will not be considered a Nonresident Alien Employed Outside the United States.

Employer. See the <u>"Other Plan Information"</u> table.

ERISA. Is the Employee Retirement Income Security Act of 1974, as amended from time to time. Any reference to any section of ERISA shall be deemed to include applicable regulations and rulings.

Evidence of Insurability (EOI). Is proof that the person receiving coverage is insurable when enrolling in or increasing coverage at certain times under the Program.

FMLA. Means the Family Medical Leave Act of 1993, as amended from time to time.

Foster Child(ren). Is a child placed with you or your Spouse/LRP for foster care in accordance with applicable state or local law, for whom you or your Spouse/LRP provide support.

Global Manager. Is an Employee who has been so designated by his Participating Company employer for the purpose of transferring him from country to country in order to allow maximum use of his or her business skills, cultural background and language, who does not have exclusive United States citizenship, and who has not been assigned to an employment position within the United States.

Grandfathered Disabled Dependent. Is a Disabled Child who meets the eligibility requirements for Program coverage described in the "Eligible Dependent Exceptions" section.

Group Incentive Compensation. The amount of an Annual Bonus or similar form of compensation paid to an Employee as a member of a subsidiary, department or other work unit over a specified period in addition to his or her Base Pay, and based upon such subsidiary, department or other work unit achieving a certain level of predetermined objectives, such as financial performance or customer service.

Insurance Company. See the <u>"Other Plan Information"</u> table.

Key Contributor Award. An individual discretionary adjustment to an Employee's Team Award or other form of Group Incentive Compensation, which is designed to recognize an Employee's individual performance or contributions toward AT&T company objectives and is awarded in addition to and as an enhancement of such Employee's Group Incentive Compensation award.

Leave of Absence. Means a leave of absence formally granted to an Employee in accordance with rules established by the Employer.

Legacy AT&T Corp. Company. Is a company that was a former Controlled Group Member of AT&T Corp. before the Nov. 18, 2005, change in control.

Legacy Cingular Wireless LLC Company. Is a company that was a former Controlled Group Member of Cingular Wireless, LLC before the Dec. 29, 2006, change in control.

Legal Guardian or Legal Guardianship. A legally declared guardian of a Child under applicable state law, pursuant to a guardianship order issued by a court of competent jurisdiction, assigning to you and/or your Spouse/Partner care, custody and control of the Child, as well as financial and legal responsibility for the Child.

Legally Recognized Partner (LRP). Is any individual:

- Who is a Registered Domestic Partner, or
- With whom an Eligible Employee, Eligible Former Employee or participant, as applicable, has entered into a same-gender relationship pursuant to and in accordance with state or local law, such as marriage, civil union or other legally recognized arrangement that provides similar legal benefits, protections and responsibilities under state law to those afforded to a Spouse.

Long-term Disability Recipient (LTD Recipient). Is a former Employee who is eligible to receive long-term disability benefits under a disability plan by a Participating Company or former Participating Company, who is eligible for Program coverage and who is not eligible for retiree-related benefits. An LTD Recipient is subject to the same Program provisions as are applicable to a similarly situated Eligible Former Employee who is eligible for retiree-related benefits, except as otherwise provided by the Program.

Lump Sum (Special Payment). A one-time cash payment to Management Employees designed to recognize individual performance, generally in concert with the annual base salary adjustment process.

Management Employee. Is an Employee who is not a Bargaining Unit Employee or an Occupational Employee or a Nonmanagement Nonunion Employee.

Midwest Region. Means the states of Illinois, Indiana, Michigan, Ohio and Wisconsin.

Modified Rule of 75. Is a post-employment eligibility provision under the Program. See "Appendix C" *Eligible Former Employees* for information.

Nondiscretionary Incentive Compensation. The amount of compensation paid to an Employee over a specified period that meets all of the following criteria:

- It is identified in a documented compensation program.
- It is intended primarily to motivate Employee performance.
- It is measured by the attainment of a fixed objective, which is based on a predetermined set payment formula for each unit of accomplishment, such as sales commissions, incentives and bonuses paid to the Employee.
- It is not subject to employer discretion.
- It is communicated to Employees before a specified performance period.

Nonmanagement Nonunion Employee. Is an Employee who is not covered by a collective bargaining agreement and who is not classified as Management Employee.

Occupational Employee. Is a DIRECTV Employee who is not covered by a collective bargaining agreement and who is not classified as a Management Employee.

Participating Company. Any AT&T Company that has elected to participate in the Program, subject to approval by the Plan Sponsor.

Partner. Partner means your Legally Recognized Partner or Domestic Partner. See the definition of Legally Recognized Partner or Domestic Partner for information.

Pay. The *Pay* tables in this definition provide eligible compensation under the Program for the following groups:

- Management Employees, see Table 1
- Nonmanagement Nonunion Employees of AT&T Corp. (formerly SBC Global Services, Inc.), and Nonmanagement Nonunion Employees of Legacy T hired after Aug. 9, 2009, see
 Table 1
- Occupational Employees of DIRECTV, see Table 1
- Bargained Employees of AT&T Mobility Services LLC CWA, AT&T Mobility Puerto Rico Inc. CWA, AT&T Southeast Core CWA District 6, AT&T Services, Inc. National Internet Contract Tier 2 or DIRECTV National Internet Contract Tier 2, see Table 1
- Bargained Employees of AT&T Mobility Services LLC IBEW Local 1547, AT&T Corp. (formerly SBC Global Services, Inc.) – CWA District 4 (COS), AT&T Corp. (formerly SBC Global Services, Inc.) – CWA District 9 (*Appendix D* of the AT&T West Core Contract) or AT&T Services, Inc. – National Internet Contract – Tier 1, see **Table 1**
- Bargained Employees and Nonmanagement Nonunion Employees of AT&T Southwest Core Contract – CWA District 6, see Table 2
- Bargained Employees or Nonmanagement Nonunion Employees of Legacy AT&T Corp. or AT&T Midwest (except AT&T Corp. (formerly SBC Global Services, Inc.) – CWA District 4 (COS)), see Table 3
- Bargained Employees of Midwest IBEW, see Table 3
- Bargained Employees of DIRECTV IBEW on and after Jan. 1, 2017, see Table 3
- Bargained Employees of AT&T Customer Services, Inc. (formerly DIRECTV) IBEW, see
 Table 3
- Bargained Employees of AT&T East Core CWA District 1, see Table 4
- Bargained Employees or Nonmanagement Nonunion Employees of AT&T West Core CWA
 District 9 (except Appendix D of the AT&T West Core Contract or AT&T Services, Inc. –
 National Internet Contract (Tier 1 and Tier 2)), see Table 5

Pay - Table 1

Your annualized basic rate of pay as determined by your Employer, Annual Target Commission Rates (or a 12-month rolling rate where available), Group Incentive Compensation, Nondiscretionary Incentive Compensation, Team Performance Award or individual discretionary awards (including, but not limited to, Individual Performance Awards) and Lump Sum (Special Payment). Pay does not include the following types of compensation: signing bonuses, retention pay, severance pay, recognition awards, spot bonuses, premiums paid in connection with highly marketable skills, foreign service or other geographic differentials, relocation allowances or housing allowances, tax equalizing gross-ups, replacement compensation paid in lieu of benefits, stock options, income generated from the exercise of a long-term incentive award or benefits payable under a short-term incentive plan. Awards for performance that do not qualify as Nondiscretionary Incentive Compensation (such as awards for contests, sales promotions or market blitzes) are also not included in Pay.

Pay - Table 2

Your annualized basic rate of pay as determined by your Employer, Group Incentive Compensation, Nondiscretionary Incentive Compensation and individual discretionary awards. Pay also includes bonuses, incentives, commissions and merit awards when they are a permanent part of your compensation. Pay does not include tour differentials and other differentials regarded as temporary or extra payments.

Pay - Table 3

Your annual rate of pay as determined by your Employer, including bonuses, commissions, incentives and merit awards when they are a regular part of compensation. Pay does not include overtime, tour differentials, signing bonuses, corporate achievement / success sharing plans and any other awards regarded as one-time, non-recurring, temporary or extra payments.

Pay - Table 4

Your annualized base pay rate as determined by your Employer, plus eligible benefit-affecting incentive compensation when it is a permanent part of your compensation. Pay does not include tour differentials and any other differentials regarded as temporary or extra payments.

Pay - Table 5

Your annual basic rate of pay, including the following amounts if considered a permanent part of your compensation: merit payments, incentive compensation, team awards, commissions, bonuses, residuals, area differentials and night tour differentials. Differentials that are not considered permanent are included if paid for two weeks or longer. Pay does not include hire-on bonuses, overtime pay, temporary tour or other differentials for less than two weeks, singular achievement awards, Employee suggestions awards, exit offer payment or any other one-time extra payments. In the case of an Employee who is a Short-term Disability Recipient, Pay means your annual basic wage in effect immediately before short-term disability benefits began.

Pay will be calculated based on your annual rate of pay as of Sept. 1 of the previous year plus other pay components as described above. For example, your Basic Life Insurance during 2018 is based on your annual rate of pay as of Sept. 1, 2017 plus other eligible pay components you were paid during the 12 months preceding Sept. 1, 2017.

Pay also includes Success Sharing Plan Payments paid in cash (as determined under the applicable collective bargaining agreement) for the following Bargained Employees:

- AT&T Billing Southeast, LLC CWA District 3
- AT&T Corp. CWA
- AT&T East Core Contract CWA District 1

- AT&T Midwest Core Contract CWA District 4
- AT&T Mobility Puerto Rico Inc. CWA District 3
- AT&T Mobility Services LLC CWA Districts 1, 2-13, 4, 7, 9
- AT&T Mobility Services LLC CWA District 3
- AT&T Mobility Services LLC CWA District 6
- AT&T of Puerto Rico, Inc. CWA District 3
- AT&T Southeast Core Contract CWA District 3
- AT&T Southwest Core Contract CWA District 6
- AT&T West Core Contract CWA District 9
- BellSouth Telecommunications, LLC (Utility Operations) CWA District 3
- Pacific Bell Telephone Company IBEW Local 1269
- AT&T Corp. (formerly SBC Global Services, Inc.) (CPE) CWA District 4 (Appendix G to the AT&T Midwest Core Contract – CWA District 4)
- AT&T Corp. (formerly SBC Global Services, Inc.) (COS) CWA District 4
- AT&T Corp. (formerly SBC Global Services, Inc.) CWA District 9 (*Appendix D* of the AT&T West Core Contract CWA District 9) Follows National Internet Contract Tier 2.
- AT&T Services, Inc. National Internet Contract Tier 1
- AT&T Services, Inc. National Internet Contract Tier 2
- DIRECTV National Internet Contract Tier 2

Pay also includes Target Incentive (as determined under the applicable collective bargaining agreement) for the following Bargained Employees:

- AT&T Corp. CWA
- AT&T Corp. IBEW
- AT&T East Core Contract CWA District 1
- AT&T Midwest Core Contract CWA District 4
- AT&T Midwest Core Contract IBEW Local 21
- AT&T Southeast Core Contract CWA District 3
- AT&T Southwest Core Contract CWA District 6
- AT&T West Core Contract CWA District 9
- DIRECTV IBEW System Council T-3

Pension Based Eligibility. Is your eligibility for post-employment Program coverage based on your eligibility for a service or disability pension under a Company-sponsored pension benefit plan or the Company-sponsored pension benefit plan you participated in as of your Termination of Employment. See "Appendix C" *Eligible Former Employees* for information.

Plan. See the "Other Plan Information" table.

Plan Administrator. See the "Other Plan Information" table.

Plan Year. See the "Other Plan Information" table.

Post-Employment Benefits. Is Program coverage made available to a former Employee who meets eligibility requirements for continued Program coverage after the Employee terminates employment. See the <u>"Situations Affecting Your Coverage"</u> section for information.

Program. See the "Other Plan Information" table.

Registered Domestic Partner. Is any individual with whom an Employee or Eligible Former Employee has entered into a domestic partnership that has been registered with a governmental body pursuant to state or local law authorizing such registration and such relationship has not terminated. You may be asked to provide a copy of the domestic partner registration and other evidence that you continue to meet the requirements of the applicable registry and that the registered domestic partnership has not ended. See the "Dependent Eligibility Verification" section for information for dependent enrollment and verification of dependent eligibility.

Regular Employee. Is an individual who is classified as a Regular Employee by a Participating Company.

Regular Limited Term Employee. Is an individual who is classified as a Regular Limited Term Employee by an AT&T Participating Company and whose employment is expected to continue for longer than one (1) year but less than 24 months, or as otherwise defined by the collective bargaining agreement, although employment may be terminated earlier by action on the part of the Employer or the Employee.

Seat Belt Benefit. The Seat Belt Benefit, that is provided under the Basic AD&D Insurance, Special AD&D Insurance, Supplemental AD&D Insurance, Dependent Spouse AD&D Insurance, or Dependent Child AD&D Insurance portions of the Program. See these sections for more information.

Short-term Disability Recipient (STD Recipient). Is an Employee who is eligible to receive short-term disability benefits under a disability plan by a Participating Company who is eligible for Program coverage. An STD Recipient is subject to the same Program provisions as are applicable to a similarly situated Eligible Employee who is eligible except as otherwise provided by the Program.

Southeast Region. The states in which BellSouth Corporation and its affiliates operated before the Dec. 29, 2006 change in control.

Southwest Region. The states of Arkansas, Kansas, Missouri, Oklahoma and Texas.

Special Accidental Death and Dismemberment (Special AD&D) Insurance. Special AD&D Insurance, including the Seat Belt Benefit, that is provided under the Program. See the <u>"Special Accidental Death and Dismemberment Insurance"</u> section.

Special Appendix Employee. Is an Employee who is employed in a job title covered by *Appendix D, E, F,* or *J* of the applicable collective bargaining agreement, pursuant to the following letters of agreement:

- The letter of agreement dated April 3, 2006, regarding *Appendix D* Employees of AT&T Corp. (formerly SBC Global Services, Inc.) doing business in California and Nevada
- The letter of agreement dated May 31, 2006, regarding Special Appendix E Employees of SBC Internet Services, LLC (SBCIS)
- The letter of agreement dated May 12, 2006, regarding Special *Appendix F* Employees of SBC Internet Services, LLC (SBCIS)
- The letter of agreement dated June 16, 2006, regarding Special Appendix J Employees of SBC Internet Services, LLC (SBCIS)

Spouse. Is the person to whom you are legally married, including through Common Law Marriage, except for Bargained Employees of AT&T Corp. For Bargained Employees of AT&T Corp., Spouse is the person recognized as the lawful husband or lawful wife of an Employee under the laws of the Employee's state, commonwealth or territory of domicile and whose sex is opposite that of the Employee including through Common Law Marriage. A Spouse also means an LRP, except any reference where the context dictates otherwise, such as a reference to a dissolution of a domestic partner relationship.

Summary Plan Description. Summary Plan Description (SPD) means each of the Program descriptions that are required by Section 102 of ERISA that provide a summary of Program Benefits.

Supplemental Accidental Death and Dismemberment (Supplemental AD&D) Insurance. Supplemental AD&D Insurance, including the Seat Belt Benefit, that is provided under the Program. See the "Basic and Supplemental Accidental Death and Dismemberment Insurance" section.

Supplemental Life Insurance. Supplemental Life Insurance that is provided under the Program. See the <u>"Supplemental Life Insurance"</u> section.

Surplus Special Appendix Employees. Is a Special *Appendix E, F,* or *J* Employee (of the applicable collective bargaining agreement) who has been declared surplus pursuant to the terms of the following letters of agreement:

- The letter of agreement dated May 31, 2006, regarding Special Appendix E Employees of SBC Internet Services, LLC (SBCIS)
- The letter of agreement dated May 31, 2006 regarding Special Appendix E Employees of the West Core CWA agreement
- The letter of agreement dated May 12, 2006, regarding Special *Appendix F* Employees of SBC Internet Services, LLC (SBCIS)
- The letter of agreement dated June 16, 2006, regarding Special Appendix J Employees of SBC Internet Services, LLC (SBCIS)

Temporary Employee. Is an individual who is classified as a Temporary Employee by a Participating Company.

Term Employee. A Term Employee means an individual who is classified as a Term Employee by a Participating Company.

Term of Employment. Is a period of employment of an Employee in the service of one or more members of the AT&T Controlled Group, as determined in accordance with the applicable pension benefit plan of a Participating Company.

Termination of Employment. Means the date you terminate employment with all members of the AT&T Controlled Group.

Transition Group Employee – Cingular Wireless. Is a classification given to certain Employees who were contributed directly to Cingular Wireless, LLC by SBC Communications, Inc. and BellSouth Corporation on or before Dec. 31, 2001. See <u>"Appendix C"</u> *Eligible Former Employees* for more information.

West Region. The states of California and Nevada.

APPENDIX A

Participating Companies

This appendix lists the Companies that participate in the Program and provides general information about groups of Employees that may be eligible to participate. Within this table, you will see various combinations of legal Company names, Employee Groups and Bargaining Units, if applicable. If you are a Management or Nonmanagement Nonunion Employee, an N/A will be in the Bargaining Unit column. In addition, the Company acronym for this combination of Company name, Employee Group and Bargaining Unit is listed in the first column.

Do not use this appendix to determine if you personally are eligible to participate in the Program. See the <u>"Eligibility and Participation"</u> section for specific information on eligibility.

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
Alassam Inc	AKI - M	Managamant	NI/A
Alascom, Inc.	AKI - M	Management	N/A
AKI			
AT&T Billing Southeast, LLC	BBI - CWA District 3	Bargained	AT&T Billing Southeast, LLC - CWA District 3
BBI			
AT&T Billing Southeast, LLC	BBI - M	Management	N/A
ВВІ			
AT&T Corp.	TCORP - CWA District 1	Bargained	AT&T East Core Contract - CWA District 1
TCORP			
AT&T Corp.	TCORP - CWA District 3	Bargained	AT&T Southeast Core Contract - CWA District 3
TCORP			
AT&T Corp.	TCORP COS - CWA District 4	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) COS - CWA District 4
TCORP			
AT&T Corp.	TCORP CPE - CWA District 4	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) (CPE) - CWA District 4 (Appendix G to the AT&T Midwest
TCORP			Core Contract - CWA District 4)

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Corp. TCORP	TCORP - CWA District 9	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) - CWA District 9 (Appendix D to the AT&T West Core Contract - CWA District 9)
AT&T Corp. TCORP	TCORP - IBEW Local 134	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) - IBEW Local 134 (Appendix F to the AT&T Midwest Core Contract - IBEW Local 21)
AT&T Corp.	TCORP - IBEW Local 21	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) - IBEW Local 21 (Appendix D to the AT&T Midwest Core Contract - IBEW Local 21)
AT&T Corp. TCORP	TCORP - IBEW Local 494	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) - IBEW Local 494 (Appendix G to the AT&T Midwest Core Contract - IBEW Local 21)
AT&T Corp. TCORP	TCORP - IBEW Local 58	Bargained	AT&T Corp. (formerly SBC Global Services, Inc.) - IBEW Local 58 (Appendix E to the AT&T Midwest Core Contract - IBEW Local 21)
AT&T Corp. TCORP	TCORP - CWA	Bargained	AT&T Corp. Core Contract - CWA
AT&T Corp. TCORP	TCORP - IBEW	Bargained	IBEW System Council T-3 (AT&T Corp. National Contract)
AT&T Corp.	TCORP - M	Management	N/A
TCORP			
AT&T Corp.	TCORP - NMNU CWA	Nonmanagement Nonunion	N/A
TCORP		Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Corp.	TCORP - NMNU M	Nonmanagement Nonunion	N/A
TCORP		Follows Management level of Benefits (formerly SBC Global Services, Inc. or AIS) NMNUS	
AT&T Corp.	TCORP - NMNU M	Nonmanagement Nonunion	N/A
TCORP		Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	
AT&T Customer Services, Inc.	DTV_CSV - M	Management	N/A
DTV_CSV		Employees added effective Aug. 1, 2017	
AT&T Customer Services, Inc.	DTV_CSV - M OCCUP	Occupational	N/A
DTV_CSV		Effective Aug. 1, 2017	
		Follows Management level of Benefits	
AT&T Customer Services, Inc.	DTV_CSV - IBEW Local	Bargained	AT&T Mobility Services LLC - IBEW Local 768 (Yellow Contract)
DTV_CSV	768 - CC	DTV Call Center Employees	
		Effective Aug. 6, 2017	
AT&T Customer Services, Inc.	DTV_CSV - IBEW Local	Bargained	AT&T Mobility Services LLC - IBEW Local 291 (Yellow Contract)
DTV_CSV	291 - CC	DTV Call Center Employees	
		Effective Aug. 6, 2017	

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Customer Services, Inc.	DTV_CSV - CWA District 3	Bargained	AT&T Mobility Services LLC - CWA District 3 (Black Contract)
DTV_CSV		DTV Customer Assistants	
		Effective Aug. 6, 2017	
AT&T Customer Services, Inc.	DTV_CSV - CWA District 6	Bargained	AT&T Mobility Services LLC - CWA District 6 (Purple Contract)
DTV_CSV		DTV Customer Assistants	
		Effective Aug. 6, 2017	
AT&T Customer Services, Inc.	DTV_CSV - CWA Districts 1, 2-13, 4, 7, 9	Bargained	AT&T Mobility Services LLC - CWA Districts 1, 2-13, 4, 7, 9 (Orange Contract)
DTV_CSV	_,, , , , ,	DTV Customer Assistants	- Coac.,
		Effective Aug. 6, 2017	
AT&T Digital Life, Inc.	MJ - M	Management	N/A
MI		Management Employees transferring to this entity in December 2015.	
AT&T Global Communication Services, Inc.	TGCS - M	Management	N/A
TGCS			
AT&T Global Communication Services, Inc.	TGCS - NMNU CWA	Nonmanagement Nonunion	N/A
TGCS		Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	
AT&T Global Communication Services, Inc.	TGCS - NMNU M	Nonmanagement Nonunion	N/A
TGCS		Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	

Rico Inc. CINSRV AT&T Mobility Puerto Rico Inc. CINSRV AT&T Mobility Services LLC CINW AT&T Mobility Services LLC CINW - CWA District 6 Bargained AT&T Mobility Services LI District 6 (Purple Contract) AT&T Mobility Services LI Districts 1, 2-13, 4, 7, 9 (contract)	Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Management Services, L.P. SBC - MSI AT&T Mobility Puerto Rico Inc. CINSRV AT&T Mobility Services LLC CINW AT&T Mobility Services CINW - CWA District 3 - VI AT&T Mobility Services CINW - CWA District 3 - VI AT&T Mobility Services LLC CINW AT&T Mobility Services CINW - CWA District 3 Bargained AT&T Mobility Services LD District 3 (Black Contract Islands CINW AT&T Mobility Services LD District 3 (Black Contract Islands CINW AT&T Mobility Services LD District 3 (Black Contract Islands CINW AT&T Mobility Services LD District 6 (Purple Contract Islands AT&T Mobility Services LD District 5 (Purple Contract Islands AT&T Mobility Services LD District 5 (Purple Contract Islands) AT&T Mobility Services LD District 5 (Purple Contract Islands) AT&T Mobility Services LD District 5 (Purple Contract Islands)	Solutions, Inc.	TGSI - M	Management	N/A
AT&T Mobility Puerto Rico Inc. CINSRV AT&T Mobility Services LLC CINW AT&T Mobility Services LLC CINW AT&T Mobility Services CINW - CWA District 3 - VI Bargained AT&T Mobility Services LL District 3 (Black Contract Islands CINW AT&T Mobility Services LLC CINW - CWA District 3 Bargained AT&T Mobility Services LL District 3 (Black Contract Islands) AT&T Mobility Services LL District 3 (Black Contract Islands) AT&T Mobility Services LL District 6 (Purple Contract Islands) AT&T Mobility Services LL District 6 (Purple Contract Islands) AT&T Mobility Services LL District 5 (Purple Contract Islands) AT&T Mobility Services LL Districts 1, 2-13, 4, 7, 9 (Contract)	AT&T Management Services, L.P.	SBC-MSI - M	Management	N/A
Rico Inc. CINSRV AT&T Mobility Services LLC CINW AT&T Mobility Services LLC CINW AT&T Mobility Services LLC CINW - CWA District 3 - VI Bargained AT&T Mobility Services LI District 3 (Black Contract Islands AT&T Mobility Services LI District 3 (Black Contract CINW AT&T Mobility Services LLC CINW AT&T Mobility Services LLC CINW - CWA District 6 Bargained AT&T Mobility Services LI District 6 (Purple Contract CINW AT&T Mobility Services LLC CINW - CWA Districts 1, 2- 13, 4, 7, 9 Contract)	AT&T Mobility Puerto Rico Inc.		Bargained	AT&T Mobility Puerto Rico Inc CWA District 3 (Green Contract)
CINW AT&T Mobility Services LLC District 6 AT&T Mobility Services LL District 6 (Purple Contract AT&T Mobility Services LL District 1, 2-13, 4, 7, 9 (Contract)	Rico Inc.	CINSRV - M	Management	N/A
CINW AT&T Mobility Services LLC CINW AT&T Mobility Services LLC CINW AT&T Mobility Services CINW - CWA District 6 Bargained AT&T Mobility Services LL District 6 (Purple Contract AT&T Mobility Services LL District 1, 2-13, 4, 7, 9 (Contract)	LLC		Bargained	AT&T Mobility Services LLC - CWA District 3 (Black Contract) - Virgin Islands
CINW AT&T Mobility Services LLC District 6 CINW - CWA Districts 1, 2- 13, 4, 7, 9 District 6 (Purple Contract AT&T Mobility Services LL Districts 1, 2-13, 4, 7, 9 (Contract)	LLC		Bargained	AT&T Mobility Services LLC - CWA District 3 (Black Contract)
LLC Districts 1, 2- CINW Districts 1, 2-13, 4, 7, 9 Contract)	LLC		Bargained	AT&T Mobility Services LLC - CWA District 6 (Purple Contract)
ATOT MILITING CO. CONTROL DELIVER CO. C. L.	LLC	Districts 1, 2-	Bargained	AT&T Mobility Services LLC - CWA Districts 1, 2-13, 4, 7, 9 (Orange Contract)
, , , , , , , , , , , , , , , , , , , ,		CINW - IBEW Local 1547	Bargained	AT&T Mobility Services LLC - IBEW Local 1547 (Blue Contract)

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Mobility Services LLC	CINW - M	Management	N/A
CINW			
AT&T of Puerto Rico, Inc. TPR	TPR - CWA District 3	Bargained	AT&T of Puerto Rico, Inc CWA District 3
AT&T of Puerto Rico, Inc.	TPR - NMNU M	Nonmanagement Nonunion	N/A
TPR		Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	
AT&T of Puerto Rico, Inc.	TPR - M	Management	N/A
TPR			
AT&T of Puerto Rico, Inc.	TPR - NMNU CWA	Nonmanagement Nonunion	N/A
TPR		Follows AT&T of Puerto Rico, Inc CWA District 3 level of Benefits.	
AT&T of the Virgin Islands, Inc.	TVI - CWA	Bargained	AT&T Corp. Core Contract - CWA
TVI			
AT&T of the Virgin Islands, Inc.	TVI - M	Management	N/A
TVI			
AT&T Services, Inc.	SBCSI - CWA	Bargained	AT&T Corp. Core Contract - CWA
SBCSI			
AT&T Services, Inc.	SBCSI - CWA District 1	Bargained	AT&T East Core Contract - CWA District 1
SBCSI			

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Services, Inc.	SBCSI - CWA District 3	Bargained	AT&T Southeast Core Contract - CWA District 3
SBCSI			
AT&T Services, Inc.	SBCSI - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
SBCSI			
AT&T Services, Inc.	SBCSI - CWA District 6	Bargained	AT&T Southwest Core Contract - CWA District 6
SBCSI			
AT&T Services, Inc.	SBCSI - CWA District 9	Bargained	AT&T West Core Contract - CWA District 9
SBCSI			
AT&T Services, Inc.	SBCSI - M OCCUP	DTV Occupational	N/A
SBCSI		Effective Jan. 1, 2017	
		Follows Management level of Benefits	
AT&T Services, Inc.	SBCSI - IBEW	Bargained	IBEW System Council T-3 (AT&T Corp. National Contract)
SBCSI			
AT&T Services, Inc. SBCSI	SBCSI - IBEW Local 21 (Core)	Bargained	IBEW System Council T-3 (AT&T Midwest Contract)
AT&T Services, Inc.	SBCSI - M	Managomont	N/A
	3BC3I - I ¹ I	Management	N/A
SBCSI			
AT&T Services, Inc.	SBCSI - NMNU Legacy T CWA	Nonmanagement Nonunion	N/A
SBCSI		Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Services, Inc.	SBCSI - NMNU Legacy T M	Nonmanagement Nonunion	N/A
SBCSI		Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	
AT&T Services, Inc.	SBCSI - NMNU MW CWA	Nonmanagement Nonunion	N/A
SBCSI		Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	
AT&T Services, Inc.	SBCSI - NMNU MW IBEW	Nonmanagement Nonunion	N/A
SBCSI		Follows IBEW System Council T-3 (AT&T Midwest Contract) level of Benefits.	
AT&T Services, Inc.	SBCSI - NMNU SW CWA	Nonmanagement Nonunion	N/A
SBCSI		Follows AT&T Southwest Core Contract - CWA District 6 level of Benefits.	
AT&T Services, Inc.	SBCSI - NMNU West CWA	Nonmanagement Nonunion	N/A
SBCSI		Follows AT&T West Core Contract - CWA District 9 level of Benefits.	
AT&T Services, Inc.	SBCSI Tier 1 - CWA	Bargained	AT&T Services, Inc., National Internet Contract - Tier 1 - CWA
SBCSI			
AT&T Services, Inc.	SBCSI Tier 2 - CWA	Bargained	AT&T Services, Inc., National Internet Contract - Tier 2 - CWA
SBCSI			

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
AT&T Support Services Company Inc.	TSC - M	Management	N/A
TSC			
AT&T Technical Services Company, Inc.	TTSC - M	Management	N/A
AT&T World Personnel Services, Inc.	TWPS - M	Management	N/A
TWPS			
BellSouth Telecommunications, LLC	BST - CWA District 3	Bargained	AT&T Southeast Core Contract - CWA District 3
BST			
BellSouth Telecommunications, LLC	BST - M	Management	N/A
BST			
BellSouth Telecommunications, LLC	BST (UO) - District 3	Bargained	BellSouth Telecommunications, LLC (Utility Operations) - CWA District 3
BST (UO)			
Cricket Wireless LLC	CINAIO - M	Management	N/A
CINAIO		Effective Dec. 9, 2013, Employees transferred to this entity.	
DIRECTV Enterprises, LLC	DTV_ENT - M	Management	N/A
DTV_ENT		Effective Jan. 1, 2017	
DIRECTV, LLC	DTV - M	Management	N/A
DTV		Effective Jan. 1, 2017	

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
DIRECTV, LLC	DTV - M OCCUP	Occupational	N/A
DTV		Effective Jan. 1, 2017	
		Follows Management level of Benefits	
DIRECTV, LLC	DTV - CWA District 6	Bargained	AT&T Southwest Core Contract - CWA District 6
DTV		Effective June 1, 2017	
DIRECTV, LLC	DTV - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
DTV		Effective June 1, 2017	
DIRECTV, LLC	DTV - CWA District 3	Bargained	AT&T Southeast Core Contract - CWA District 3
DTV		Effective June 1, 2017	
DIRECTV, LLC	DTV - CWA District 9	Bargained	AT&T West Core Contract - CWA District 9
DTV			
DIRECTV, LLC	DTV - CWA	Bargained	AT&T Corp. Core Contract - CWA
DTV		Effective June 1, 2017	
DIRECTV, LLC	DTV - CWA - NIC Tier 2	Bargained	AT&T Services, Inc., National Internet Contract - Tier 2 - CWA
DTV		Effective June 1, 2017	
DIRECTV, LLC	DTV - IBEW Local 55	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region
DTV		Effective Jan. 1, 2017	Technicians Agreement)
DIRECTV, LLC	DTV - IBEW Local 89	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region
DTV		Effective Jan. 1, 2017	Technicians Agreement)
DIRECTV, LLC	DTV - IBEW Local 111	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DTV		Effective Jan. 1, 2017	recinicians Agreement/
DIRECTV, LLC	DTV - IBEW Local 206	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DTV		Effective Jan. 1, 2017	recinicians Agreement/

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
DIRECTV, LLC	DTV - IBEW Local 291	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DTV		Effective Jan. 1, 2017	recinicians Agreementy
DIRECTV, LLC	DTV - IBEW Local 354	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DTV		Effective Jan. 1, 2017	. commentation rigit contents,
DIRECTV, LLC	DTV - IBEW Local 426	Bargained Effective Jan. 1, 2017	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
	DTV - IBEW		IDEM System Council T 2 /ATST
DIRECTV, LLC	Local 449	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DTV		Effective Jan. 1, 2017	
DIRECTV, LLC	DTV - IBEW Local 714	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DTV		Effective Jan. 1, 2017	. commentation rigit comments,
DIRECTV, LLC	DTV - IBEW Local 769	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DTV		Effective Jan. 1, 2017	recinicians Agreement
DIRECTV, LLC	DTV - IBEW Local 827	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DTV		Effective Jan. 1, 2017	. commentation rigit comments,
DIRECTV, LLC	DTV - IBEW Local 949	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region Technicians Agreement)
DTV		Effective Jan. 1, 2017	recinicians Agreementy
DIRECTV, LLC	DTV - IBEW Local 1186	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region
DTV		Effective Jan. 1, 2017	Technicians Agreement)
DIRECTV, LLC	DTV - IBEW Local 1250	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region
DTV		Effective Jan. 1, 2017	Technicians Agreement)
DIRECTV, LLC	DTV - IBEW Local 1426	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region
DTV		Effective Jan. 1, 2017	Technicians Agreement)

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
DIRECTV, LLC	DTV - IBEW Local 1597	Bargained	IBEW System Council T-3 (AT&T Midwest Contract) (Out-of-Region
DTV		Effective Jan. 1, 2017	Technicians Agreement)
Illinois Bell Telephone Company	ILB - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
ILB			
Illinois Bell Telephone Company, LLC	ILB - IBEW Local 21	Bargained	IBEW System Council T-3 (AT&T Midwest Contract)
ILB			
Illinois Bell Telephone Company, LLC	ILB - M	Management	N/A
ILB			
Illinois Bell Telephone Company, LLC	ILB - NMNU IBEW	Nonmanagement Nonunion	N/A
ILB		Follows IBEW System Council T-3 (AT&T Midwest Contract) level of Benefits.	
Indiana Bell Telephone Company, Incorporated	INB - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
INB			
Indiana Bell Telephone Company, Incorporated	INB - IBEW Local 21	Bargained	IBEW System Council T-3 (AT&T Midwest Contract)
INB			
Indiana Bell Telephone Company, Incorporated	INB - M	Management	N/A
INB			
Indiana Bell Telephone Company, Incorporated	INB - NMNU CWA	Nonmanagement Nonunion	N/A
INB		Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
Michigan Bell Telephone Company	MIB - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
MIB			
Michigan Bell Telephone Company MIB	MIB - M	Management	N/A
Michigan Bell Telephone Company MIB	MIB - NMNU CWA	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA	N/A
Nevada Bell Telephone Company	NB - CWA District 9	District 4 level of Benefits. Bargained	AT&T West Core Contract - CWA District 9
NB			
Nevada Bell Telephone Company NB	NB - M	Management	N/A
Nevada Bell Telephone Company NB	NB - CWA District 9 - Appendix D	Bargained Moved from NIC effective Jan. 1, 2018	Nevada Bell Telephone (formerly SBC Global Services, Inc.) - CWA District 9 (Appendix D to the AT&T West Core Contract - CWA District 9)
Pacific Bell Telephone Company PB	PB - CWA District 9	Bargained	AT&T West Core Contract - CWA District 9
Pacific Bell Telephone Company PB	PB - CWA District 9 - Appendix D	Bargained Moved from NIC effective Jan. 1, 2018	Pacific Bell Telephone (formerly SBC Global Services, Inc.) - CWA District 9 (Appendix D to the AT&T West Core Contract - CWA District 9)
Pacific Bell Telephone Company	PB - IBEW Local 1269	Bargained	Pacific Bell Telephone Company - IBEW Local 1269
РВ			

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
Pacific Bell Telephone Company	PB - M	Management	N/A
РВ			
Pacific Bell Telephone Company	PB - NMNU CWA	Nonmanagement Nonunion	N/A
РВ		Follows AT&T West Core Contract - CWA District 9 level of Benefits.	
Southwestern Bell Telephone Company	SWBT - CWA District 6	Bargained	AT&T Southwest Core Contract - CWA District 6
SWBT			
Southwestern Bell Telephone Company	SWBT - M	Management	N/A
SWBT			
Southwestern Bell Telephone Company	SWBT - NMNU CWA	Nonmanagement Nonunion	N/A
SWBT		Follows AT&T Southwest Core Contract - CWA District 6 level of Benefits.	
Teleport Communications America, LLC	TSRVC - CWA	Bargained	AT&T Corp. Core Contract - CWA
TSRVC			
Teleport Communications America, LLC	TSRVC - IBEW	Bargained	IBEW System Council T-3 (AT&T Corp. National Contract)
TSRVC			
Teleport Communications America, LLC	TSRVC - M	Management	N/A
TSRVC			

Participating Company Name and Acronym	Population Group Acronym	Employee Group	Bargaining Unit
The Ohio Bell Telephone Company	OHB - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
ОНВ			
The Ohio Bell Telephone Company	ОНВ - М	Management	N/A
ОНВ			
The Ohio Bell Telephone Company	OHB - NMNU CWA	Nonmanagement Nonunion	N/A
ОНВ		Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	
Wisconsin Bell, Inc.	WIB - CWA District 4	Bargained	AT&T Midwest Core Contract - CWA District 4
WIB			
Wisconsin Bell, Inc.	WIB - M	Management	N/A
WIB			
Wisconsin Bell, Inc.	WIB - NMNU CWA	Nonmanagement Nonunion	N/A
WIB		Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	

APPENDIX B

Contribution Rate Tables

Contribution rates included in this section are per \$1,000 of monthly coverage for the following Benefits as of Jan. 1, 2017:

- Supplemental Life Insurance (Active Employees and Eligible Former Employees)
- Spouse Life Insurance (Active Employees)
- Supplemental AD&D Insurance (Active Employees)
- Spouse AD&D Insurance (Active Employees)
- Child AD&D Insurance (Active Employees)

Supplemental Life Insurance Rate Tables

All Active Employees

Age	Nonsmoker Rate	Smoker Rate
Under 30	\$0.027	\$0.036
30-34	\$0.036	\$0.045
35-39	\$0.045	\$0.063
40-44	\$0.054	\$0.072
45-49	\$0.081	\$0.099
50-54	\$0.127	\$0.163
55-59	\$0.235	\$0.298
60-64	\$0.344	\$0.443
65-69	\$0.642	\$0.814
70-74	\$1.085	\$1.853
75+	\$1.759	\$2.060

All Eligible Former Employees

Age	Nonsmoker Rate	Smoker Rate
Under 25	\$0.076	\$0.092
25-29	\$0.091	\$0.107
30-34	\$0.121	\$0.153
35-39	\$0.136	\$0.168
40-44	\$0.151	\$0.183

Age	Nonsmoker Rate	Smoker Rate
45-49	\$0.228	\$0.276
50-54	\$0.341	\$0.404
55-59	\$0.633	\$0.760
60-64	\$0.985	\$1.175
65-69	\$1.924	\$2.305
70-74	\$3.121	\$3.740
75+	\$5.060	\$6.064

Spouse Life Insurance Rate Tables*

Age	Nonsmoker Rate	Smoker Rate
Under 30	\$0.037	\$0.075
30-34	\$0.050	\$0.100
35-39	\$0.056	\$0.112
40-44	\$0.062	\$0.124
45-49	\$0.093	\$0.187
50-54	\$0.143	\$0.286
55-59	\$0.267	\$0.535
60-64	\$0.410	\$0.821
65-69	\$0.789	\$1.580
70-74	\$1.280	\$2.562
75 and Over	\$2.060	\$4.154

^{*} As an example, in order to calculate the monthly cost of your coverage, if your coverage election is \$75,000 and you are a 43 year old non-smoker: $(75,000/1,000) \times 0.062$, your monthly contribution is \$4.65.

Child Life Insurance Rate Table

Coverage Amount	Rate
\$1,000	\$0.090
\$1,500	\$0.130
\$3000	\$0.270
\$5,000	\$0.450

Coverage Amount	Rate
\$10,000	\$0.910
\$15,000	\$1.360
\$20,000	\$1.820
\$25,000	\$2.270
\$30,000	\$2.730

AD&D Insurance Rate Tables

Supplemental AD&D Insurance	Spouse AD&D Insurance	Child AD&D Insurance
\$0.012	\$0.016	\$0.014

Eligible Former Employees

You are an Eligible Former Employee if: (1) you are a former Employee of a Participating Company; (2) you are a member of one of the Covered Bargaining Units or the Population Groups listed in the table below; (3) you meet the Employment Termination and Hire/Rehire Date requirements under the Program for your Eligible Employee Group; and (4) you meet the Age and Service Based Eligibility requirements or the Pension Based Eligibility requirements.

You may also qualify as an Eligible Former Employee if: you are an Eligible Former Disabled Employee, or you meet grandfathered or other special retirement provisions listed below.

Age and Service Based Eligibility

You are eligible for Program coverage as an Eligible Former Employee if you are a former Employee of an Eligible Employee Group and you meet both the age and corresponding Term of Employment requirements of the Modified Rule of 75, as shown in the table below, at the time you terminate employment.

Modified Rule of 75				
Minimum Age Corresponding Term of Employment				
Any age	And	At least 30 years		
Age 50	And	At least 25 years		
Age 55	And	At least 20 years		
Age 65	And	At least 10 years		
Age and service are based on completed whole years.				

Pension Based Eligibility

You are eligible to participate in the Program as an Eligible Former Employee if you are a former Employee of an Eligible Employee Group, you were granted at Termination of Employment a service pension, disability, or disability service pension under an applicable Company-sponsored pension benefit plan.

Eligible Employee Groups

The following table lists each Covered Bargaining Unit or Population Group, their Employment Termination and Hire/Rehire Date requirements. See <u>"Appendix A" Participating Companies</u> for a list of Participating Companies and information that explains your Bargaining Unit or Population Group. See the <u>"Enrollment and Changes to Your Coverage"</u> section for information on enrollment and effective dates of coverage.

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
Management Employees	Any Date	Age and Service Based Eligibility
AT&T Corp. (formerly AIS) – NMNU	Any Date	Age and Service Based Eligibility

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
CINW - NMNU	Any Date	Age and Service Based Eligibility
AT&T Corp. Company (except AT&T of Puerto Rico, Inc.) – NMNU	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
AT&T Corp. Company (except AT&T of Puerto Rico, Inc.) – NMNU	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
AT&T Corp. (formerly AIS) – CWA District 9	Hire/Rehire Date Before Jan. 1, 2011	Age and Service Based Eligibility
SBCSI Tier 1 – CWA	Any Date	Age and Service Based Eligibility
SBCSI Tier 2 – CWA	Hire/Rehire Date Before Jan. 1, 2011	Age and Service Based Eligibility
AT&T East, AT&T Southwest, AT&T Midwest or AT&T West Surplus Special Appendix Employee	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
AT&T East, AT&T Southwest, AT&T Midwest or AT&T West Surplus Special Appendix Employee	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees of AT&T Mobility	Any Date	Age and Service Based Eligibility
Bargained Employees of AT&T East	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Bargained Employees of AT&T East	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees and Nonmanagement Nonunion Employees of AT&T Midwest (except AIS COS – CWA District 4 and AIS – IBEW Local 494)	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Bargained Employees and Nonmanagement Nonunion Employees of AT&T Midwest (except AIS COS – CWA District 4 and AIS – IBEW Local 494)	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
AIS COS – CWA District 4	Any Date	Age and Service Based Eligibility
Legacy AT&T Corp. Company (except AT&T Corp. – NMNU hired or rehired on or after Aug. 9, 2009)	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Legacy AT&T Corp. Company (except AT&T Corp. – NMNU hired or rehired on or after Aug. 9, 2009)	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
Bargained Employees of AT&T Southeast (except Bargained Employees who were formerly Nonmanagement Nonunion Employees of SBC Internet Services, LLC (in AT&T Southeast) with a Termination of Employment on or after April 1, 2013)	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Bargained Employees of AT&T Southeast (except Bargained Employees who were formerly Nonmanagement Nonunion Employees of SBC Internet Services, LLC (in AT&T Southeast) with a Termination of Employment on or after April 1, 2013)	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees of AT&T Southeast who were formerly Nonmanagement Nonunion Employees of SBC Internet Services, LLC (in AT&T Southeast) with a Termination of Employment on or after April 1, 2013	Any Date	Age and Service Based Eligibility
Bargained Employees and Nonmanagement Nonunion Employees of AT&T Southwest Core Contract – CWA District 6	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Bargained Employees and Nonmanagement Nonunion Employees of AT&T Southwest Core Contract – CWA District 6	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees and Nonmanagement Employees of AT&T West Core Contract – CWA District 9, PB – IBEW Local 1269, and PB – TIU Local 103	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Bargained Employee and Nonmanagement Employees of AT&T West Core Contract - CWA District 9, PB - IBEW Local 1269, and PB - TIU Local 103	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Legacy AT&T Corp. Company (except AT&T Corp. – NMNU hired or rehired on or after Aug. 9, 2009)	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Legacy AT&T Corp. Company (except AT&T Corp. – NMNU hired or rehired on or after Aug. 9, 2009)	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Management and Occupational Employees of DIRECTV	Termination Date Before Jan. 1, 2018	Age and Service Based Eligibility from AT&T, or eligibility as

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
DIRECTV Bargained Employees – CWA	Termination Date is before June 1, 2017	provided under DIRECTV Health and Welfare Benefit Plan (Magic 75, or age 55 and 5 years of service) prior to Dec. 31, 2016
Management and Occupational Employees of DIRECTV	Termination Date On or After Jan. 1, 2018	Age and Service Based Eligibility
Bargained Employees of DIRECTV - IBEW	Termination Date on or after Jan. 2, 2017	Age and Service Based Eligibility
Bargained Employees of DIRECTV – CWA – Districts 3, 4 and 6	Termination Date On or After June 1, 2017	Age and Service Based Eligibility
Bargained Employee of AT&T Customer Services (formerly DIRECTV) – CWA – Mobility Black, Orange or Purple contracts (Did not terminate employment during the term of a collective bargaining agreement currently in force)	Termination Date On or After June 1, 2017	Age and Service Based Eligibility
Bargained Employee of DIRECTV – CWA – National Internet Contract - Tier 2	Termination Date On or After June 1, 2017	Age and Service Based Eligibility
Bargained Employee of DIRECTV – CWA – AT&T Corp. core contract	Termination Date On or After June 1, 2017	Age and Service Based Eligibility

Eligible Former Disabled Employees

The benefit provisions for you are the same as those which apply to Eligible Former Employees who have met the applicable age and service or pension based eligibility requirements above, except as otherwise noted in this SPD.

Bargained Employees (and Nonmanagement Nonunion Employees who receive the same Benefits) of AT&T East or AT&T Midwest

You are an Eligible Former Employee if:

- You terminated employment from a Participating Company after exhausting disability benefits under a Company-sponsored disability benefit program; and
- At the time you exhausted such disability benefits, your Term of Employment was 15 or more years with one or more Participating Companies.

Note: If you are a former AIS – IBEW Local 494 Employee, you are not eligible for Program coverage regardless of whether you are eligible for a service or disability pension. However, you will be eligible for Program coverage if you are an Eligible Former Disabled Employee who was approved for long-term disability (LTD) benefits under a program sponsored by a Participating Company (LTD Program) and you or your enrolled Eligible Dependents continue to be eligible for LTD benefits.

Bargained Employees (and Nonmanagement Nonunion Employees who receive the same Benefits) of a Legacy AT&T Corp. Company

You are an Eligible Former Employee if your Term of Employment is 15 or more years at the time you are approved to receive LTD. Coverage will cease if you are no longer eligible for LTD benefits due to reasons other than attaining the maximum age under an LTD Program, unless you are also eligible for Program either due to age and service or pension. Additionally, if you continue to be disabled at the time you attain the maximum age under an LTD Program, you will continue to be eligible for Program coverage as an Eligible Former Employee.

Grandfathered or Other Special Retirement Provisions

In addition to the previously listed eligibility provisions, you may be an Eligible Former Employee if you meet grandfathered or other special retirement provisions listed below.

DIRECTV Eligible Former Management and NMNU Employees

A DIRECTV Management or NMNU employee who meets the DIRECTV Health and Welfare Benefit Plan eligibility criteria for retirement benefits on or before Dec. 31, 2016 will be eligible for Post-Employment Benefits under the Program, if they terminate employment before Jan. 1, 2018. DIRECTV Management or NMNU employees who are eligible for Post-Employment Benefits under this rule will be eligible to receive a Company contribution toward Post-Employment Benefits if they would have qualified for Shared-Pay Medical coverage under the retiree provisions of the DIRECTV Health and Welfare Benefit Plan (were covered under the DIRECTV Pension Plan – Contributory option). Otherwise, these employees will have access only coverage which means they will pay 100% of the monthly Cost of Coverage without any Company contribution toward such coverage.

A DIRECTV Management or NMNU employee who terminates employment on or after Jan. 1, 2018, will be eligible for Post-Employment Benefits based on the Age and Service Based Eligibility provisions of the Program, and, unless they would have qualified for Shared-Pay Medical coverage under the retiree provisions of the DIRECTV Health and Welfare Benefit Plan, will be access only, which means that they will pay 100% of the monthly Cost of Coverage without any Company contribution toward such coverage.

Employees Who Elect the Transitional Program Under the AT&T Inc. Severance Pay Plan

If upon Termination of Employment you elect the Transitional Program under the AT&T Inc. Severance Pay Plan as revised from time to time, and pursuant to the terms of the Transitional Program, you are eligible for Benefits as an Eligible Former Employee.

AT&T West Early Retirement Benefit

Eligible Former Employee includes a Bargained Employee of AT&T West Core Contract – CWA District 9 who, at Termination of Employment, was granted a service pension under the West Program of the AT&T Pension Benefit Plan through the application of the Early Retirement Benefit provisions.

Surplus Special Appendix Employees

If you are a Surplus Special Appendix Employee, you may be eligible to receive Benefits as an Eligible Former Employee upon your Termination of Employment from a Special Appendix Employee job title.

To be eligible for Benefits as an Eligible Former Employee, you must have remained in the same Special Appendix Employee job title to which you were transferred for a continuous and uninterrupted period before your Termination of Employment. In addition, you must meet the

Pension Based Eligibility or Age and Service Based Eligibility applicable to the job title you held before the declaration of the surplus or layoff, to be eligible for Benefits as an Eligible Former Employee as are currently and in the future provided to Bargained Employees in your previous job title.

IMPORTANT: Unless you meet the criteria stated above, if you terminate your employment from a Special Appendix Employee job title, you are not eligible for Benefits as an Eligible Former Employee.

Transition Group 1 Employee – Cingular Wireless

As a Rehired Retiree on active payroll as of Jan. 1, 2008, refer to the Rehired Eligible Former Employees section to determine if you are an Eligible Former Employee.

Transition Group 2 Employee – Cingular Wireless

You are an Eligible Former Employee if, as of Dec. 31, 2001, you were classified as a Transition Group 2 Employee because you either (i) were within five years of meeting the BellSouth or SBC age and service requirements for post-employment coverage (without regard to the Cingular Wireless Accelerated Bridging and One-Time Prior Service Recognition Program); or (ii) had at least 15 years of service (without regard to the Cingular Wireless Accelerated Bridging and One-Time Prior Service Recognition Program).

Transition Group 3 Employee – Cingular Wireless

You are an Eligible Former Employee if, as of Dec. 31, 2001, you were classified as a Transition Group 3 Employee because you had at least five years of service with BellSouth or SBC but not 15 years of service, and is at least age 55 with at least 10 years Term of Employment by Dec. 31, 2008, and terminates employment on or after Jan. 1, 2009.

Transition Group 4 Employee – Cingular Wireless

You are an Eligible Former Employee if you are classified as a Transition Group 4 Employee because you are at least age 55 with at least 10 years Term of Employment by Dec. 31, 2008, and terminates employment on or after Jan. 1, 2009.

Note: For purposes of determining Transition Group eligibility, any service credited under the Cingular Wireless Accelerated Bridging and one-time prior service recognition programs is not counted.

IMPORTANT: The only former Employees covered by Transition Group 1, 2 or 3 are those who, on or before Dec. 31, 2001, were contributed directly to Cingular Wireless, LLC from BellSouth Corporation or SBC Communications Inc. (except employees of CCPR Services, Inc., USVI Cellular Telephone Corporation, Houston Cellular or BellSouth Wireless Data – Cingular Interactive) as part of the formation of Cingular Wireless, LLC and who met the applicable age and service requirements. The Group 1, 2 and 3 transition benefits were contingent upon continuous active employment with Cingular Wireless, LLC. Upon any break in service for any duration, an Employee will no longer have the Group 1, 2 or 3 transition status. Upon rehire with Cingular, an Employee will be treated as a newly hired Employee for Program coverage.

Note: If you are a Transition Group Employee and you transferred from a Management Employee to a Bargained Employee classification on or after Jan. 1, 2005, while employed at a Cingular

Wireless Company, you keep your Transition Group Employee status (1-4) and your eligibility as an Eligible Former Employee is determined under the Transition Group rules described above. If you were not identified as a Transition Group Employee as of Dec. 31, 2001, or you did not maintain continuous Term of Employment after that date, then you are eligible for Program coverage only upon satisfying the following Age and Service Based Eligibility.

Change-in-Status Events

The following provides further clarification on the Change-in-Status Events and actions you are able to take as a result of those Change-in-Status Events. See the <u>"Enrollment and Changes to Your Coverage"</u> section for information on Change-in-Status Enrollment and a summary of Change-in Status Events.

Change in Legal Marital or Partnership Status

You may change your enrollment if you experience a marriage, partnership, divorce, death of Spouse/Partner, termination of partnership, legal separation or legal annulment.

For specific information about dependent eligibility, see the <u>"Eligible Dependents"</u> information described in the <u>"Eligibility and Participation"</u> section.

CHANGE IN LEGAL MARITAL OR PARTNERSHIP STATUS	CHANGES PERMITTED
Marriage or Partnership	AD, AS, C, DD, E, W
Death of Spouse/Partner*	AD, C, W, DD, DS, E
Divorce, Legal Separation, Legal Annulment or Dissolution of Partnership	AD, C, W, DD, DS, E

<u>*If an Eligible Dependent Dies</u>

Please contact the Fidelity Service Center to report a death. See the <u>"Contact Information"</u> section for information on how to contact the Fidelity Service Center.

Change in Number of Dependents or Dependent Eligibility

You may change your enrollment if your dependent experiences a gain or loss of dependent status including birth, adoption, placement for adoption and death.

CHANGE IN NUMBER OF CHILD DEPENDENT(S)	CHANGES PERMITTED
Birth, Adoption or Placement for Adoption	AD, AS, C, E, W, DD, DS
Death of Child Dependent*	AD, AS, DD, DS, C, E, W

*If a Dependent Dies

Please contact the Fidelity Service Center to report a death. See the <u>"Contact Information"</u> section for information on how to contact the Fidelity Service Center.

Dependent Satisfies or Ceases to Satisfy Dependent Eligibility Requirements

In addition to birth and adoption, there are other Change-in-Status Events that may affect your dependent's Program eligibility and permit you to enroll the dependent. This applies to both your Spouse and Child dependents. There are many events which affect a dependent's Program eligibility including circumstances where a dependent:

• Reaches the maximum age for adult dependent Child coverage under the Program

- Loses eligibility as a Spouse or dependent Child under the Program's terms
- · Becomes your legal dependent or
- Becomes your certified dependent Disabled Child.

CHANGE IN DEPENDENT STATUS	CHANGES PERMITTED
Gain of Dependent Status	AD, AS, DD, DS, C, E, W
Loss of Dependent Status	AD, AS, DD, DS, C, E, W

Change in Employee's Employment Status

You may change your enrollment if you experience a change in employment that affects your Program eligibility including: Termination of Employment, commencement of employment, strike or lockout, commencement of an unpaid Leave of Absence, termination of an unpaid Leave of Absence, change in worksite that constitutes a change in employment status.

IMPORTANT:

- (1) A change in employment status generally does not apply unless Benefit eligibility is affected as a result of the event.
- (2) A change in financial circumstance (for example, a pay reduction) is not considered a change in employment status unless it affects Program eligibility.

CHANGE IN EMPLOYEE EMPLOYMENT STATUS	CHANGES PERMITTED	NOTES
Gain of Eligibility Due to a Change in Employee's Work Schedule or Employment Status	AD, AS, DD, DS, C, E, W	
Loss of Eligibility Due to a Change in Employee's Work Schedule or Employment Status	AD, AS, DD, DS, C, E, W	
Employee Commences Strike or Lockout Resulting in a Change in Benefit Eligibility	AD, AS, DD, DS, C, E, W	
Employee Returns From Strike or Lockout Resulting in a Change in Benefit Eligibility	AD, AS, DD, DS, C, E, W	
Employee Rehires Within 30 Days of Termination of Employment	Reinstate prior enrollment	No change permitted unless there is another permissible status change within that 30-day period.
Employee Rehires After 30 Days Following Termination of Employment	AD, AS, E	You may enroll and make new enrollment choices.

Change in Spouse or Dependent's Employment Status

You may change your enrollment if your Spouse/Partner or dependent experiences a gain or loss of eligibility for medical coverage under another employer's plan as a result of a change in their employment status. Your change in enrollment for that individual must correspond with their specific Change-in-Status Event.

For example, if your dependent loses eligibility under his employer's benefit plan due to a reduction of hours, you could change your enrollment to add him to your Program coverage. However, you could not change your election to drop all Program coverage.

CHANGE IN SPOUSE/PARTNER OR DEPENDENT'S EMPLOYMENT STATUS	CHANGES PERMITTED
Gain of Employment	AD, AS, DD, DS, C, E, W
Loss of Employment by Spouse	AD, AS, DD, DS, C. E, W
Change in Work Schedule That Triggers a Loss of Eligibility Under Their Employer's Plan	AD, AS, DD, DS, C, E, W
Change in Work Schedule That Triggers a Gain of Eligibility Under Their Employer's Plan	DD, DS, AD, AS, C, E, W
Spouse/Partner or Dependent Commences a Strike or Lockout	AD, AS, DD, DS, C, E, W
Spouse/Partner or Dependent Returns From a Strike or Lockout	AD, AS, DS, C, E, DS, W

Change in Residence

If you experience a change of residence that affects Program eligibility, you are permitted to make an enrollment change. For example, you may change your option enrollment if, as a result of a move, you are no longer eligible for the benefit option under the Program.

CHANGE IN RESIDENCE	CHANGES PERMITTED
Relocation Triggers Gain in Program Eligibility	AD, AS, DD, DS, C, E, W
Relocation Triggers Gain in Program Benefit Option Availability	AD, AS, DD, DS, C, E, W
Relocation Triggers Loss in Program Eligibility	AD, AS, C, E, W, DD, DS
Relocation Triggers a Loss of Program Benefit Option Availability	AD, AS, C, E, W, DD, DS

Change in Benefit Coverage Under Another Employer's Plan

You may change your enrollment to add or drop coverage for you, your Spouse/Partner or Eligible Dependent, if any of you gain or lose coverage under another employer's plan.

CHANGE IN BENEFIT COVERAGE	CHANGES PERMITTED
Gain of Coverage Under Another Employer's Plan	DD, DS, AD, AS, C, E, W
Loss of Coverage Under Another Employer's Plan	AD, AS, DD, DS, C, E, W
Spouse/Partner or Eligible Dependent's Annual Enrollment Does Not Correspond With the Program's Annual Enrollment Period	AD, AS, DD, C, DS, E, W
You Gain Eligibility Under Another Employer's Benefit Plan(s)	AD, AS, DD, DS, C, E, W
You Lose Eligibility Under Another Employer's Benefit Plan(s)	AD, AS, DD, DS, C, E, W

Change in Cost

You may change your enrollment if you experience a significant increase or decrease in your portion of the cost of your benefit option under the Program during a coverage period.

You may also change your enrollment if your Spouse/Partner or Eligible Dependent experiences a significant increase or decrease in the cost of another employer's plan.

Enrollment changes may include revoking existing coverage and enrollment in a similar alternative coverage or waiving coverage altogether.

If the cost of a benefit option significantly decreases, eligible individuals who have not enrolled in the Program may enroll. Those already enrolled in the Program may change their current benefit option to the option with the lower cost.

The Eligibility and Enrollment Vendor generally will notify you of increases or decreases in the cost of coverage.

If there is an insignificant increase or decrease in the cost of your current benefit option, the Eligibility and Enrollment Vendor may automatically adjust your enrollment contributions to reflect the minor change in cost and you will not be permitted to change your coverage.

CHANGE IN COST	CHANGES PERMITTED
Significant Increase in Cost of Your Benefit Option	AS, AD, DD, C, DS, E, W

CHANGE IN COST	CHANGES PERMITTED
Significant Decrease in Cost of Your Benefit Option	AD, AS, DD, DS, C, E, W
Increase in Cost Under Spouse/Partner or Eligible Dependent's Employer's Benefit Plan	AD, AS, DD, DS, C, E, W
Decrease in Cost Under Spouse/Partner or Eligible Dependent's Employer's Benefit Plan	AD, AS, DD, DS, C, E, W
You, Your Spouse/Partner or Eligible Dependent Experience a Complete Loss of Benefit Plan Subsidy From Another Employer	DD, DS, C, E, W, AD, AS

Change in Coverage Under Another Employer's Plan

You may make an enrollment change if you experience a change under another employer's plan (including a plan of your Spouse's or Eligible Dependent's employer) if the enrollment change is on account of and corresponds with the change and the other plan permits its participants to make an enrollment change.

CHANGE IN ENROLLMENT UNDER ANOTHER EMPLOYER'S PLAN	CHANGES PERMITTED
Increase in Coverage Under Spouse/Partner or Eligible Dependent's Employer's Benefit Plan	AD, AS, DD, DS, C, E, W
Decrease in Coverage Under Spouse/Partner or Eligible Dependent's Employer's Benefit Plan	AD, AS, DD, DS, C, E, W

Addition or Significant Improvement of Benefit Plan Option

You may change your enrollment if the Program adds a new benefit option or significantly improves an existing benefit option; the Plan Administrator may permit you to enroll in the new or improved benefit option.

If a benefit option is added or significantly improves, eligible individuals who have not enrolled in the Program may enroll.

If an addition or significant improvement is made under your Spouse/Partner or Eligible Dependent's benefit plan, you may change your Program enrollment consistent with those changes.

ADDITION OR SIGNIFICANT IMPROVEMENT OF BENEFIT PLAN OPTION	CHANGES PERMITTED
Addition or Significant Improvement of a Program Benefit Option	AD, AS, DD, DS, C, E, W
Addition or Significant Improvement of Medical Benefit Option to Spouse/Partner or Eligible Dependent's Employer's Benefit Plan	AD, AS, DD, DS, C, E, W

Significant Curtailment of Coverage (With or Without Loss of Coverage)

You may change your enrollment if you experience a significant curtailment of Program coverage during a period of coverage. In this case, you may change your enrollment for an existing benefit option even if there is no loss of coverage. An enrollment may be changed to a different benefit option or, in some cases, drop coverage if no similar Program coverage option is available.

Coverage is significantly curtailed only if there is an overall reduction in Program coverage that reduces coverage generally.

SIGNIFICANT CURTAILMENT OF COVERAGE	CHANGES PERMITTED
Significant Curtailment or Termination of Coverage With or Without a Loss of Coverage	AD, AS, DD, C, E, DS, W
Significant Curtailment or Termination of Spouse/Partner or Eligible Dependent Coverage Under Another Employer's Benefit Plan	AD, AS, DD, DS, C, E, W

Leave of Absence

You may change your enrollment if you, your Spouse/Partner or Eligible Dependent begins or returns from a Leave of Absence.

CHANGE DUE TO LEAVE OF ABSENCE	CHANGES PERMITTED	NOTES
You Begin a Leave of Absence	AD, AS, DD, DS, C, E, W	Whether paid or unpaid whether FMLA or non-FMLA.
You Return From a Leave of Absence	AD, AS, DD, DS, C, E, W	Whether paid or unpaid whether FMLA or non-FMLA.

CHANGE DUE TO LEAVE OF ABSENCE	CHANGES PERMITTED	NOTES
Spouse/Partner or Eligible Dependent Begins an Unpaid Leave of Absence (including FMLA) Resulting in a Loss of Eligibility Under Another Employer's Benefit Plan	AD, AS, DD, DS, C, E, W	
Spouse/Partner or Eligible Dependent Returns From an Unpaid Leave of Absence (including FMLA) Resulting in a Gain of Eligibility Under Another Employer's Benefit Plan	AD, AS, DD, DS, C, E, W	
Spouse/Partner or Eligible Dependent Starts an Unpaid Leave of Absence (Non-FMLA) Without a Change in Eligibility Under Another Employer's Plan	AD, AS, DD, DS, C, E, W	
Spouse/Partner or Eligible Dependent Returns From an Unpaid Leave of Absence (Non- FMLA) Without Change in Eligibility Under Another Employer's Plan	AD, AS, DD, DS, C, E, W	

Status Change Codes

Е	Enroll yourself and/or your Eligible Dependent under the Program
AS	Add your Spouse/Partner to Program coverage
DS	Drop Program coverage for your Spouse/Partner
AD	Add your Eligible Dependent(s) to Program coverage
DD	Drop Program coverage for your dependent
W	Waive or terminate your Program coverage enrollment
С	Change Program coverage options

APPENDIX E

Employee Beneficiary Designation Rules

Designating a Beneficiary

If you die, Benefits under the Program will be paid to your designated Beneficiary. You may designate a Beneficiary using the Beneficiary Designation Form and process established by the Beneficiary Designation Administrator. For a copy of the Beneficiary Designation Form, call the Beneficiary Designation Administrator, or access the form at **www.netbenefits.com/att**.

Whom You May Designate

A Beneficiary is the individual, trust or estate that will receive your Program Benefits upon your death. You may designate a Beneficiary(ies) to receive your Program Benefits as described in the table below:

Then
You may designate your Spouse* as your beneficiary.
The laws of your state of residence may require you to get your Spouse's written consent to name a nonspouse as your Beneficiary. If your Spouse is not to be your sole Beneficiary, it is recommended that you get your Spouse's written consent. If you do not get your Spouse's written consent, your Spouse may be able to prevent any Benefits due under the Program from being distributed in accordance with your wishes. Check with your attorney or tax adviser for information on your specific situation.
In any event, you may designate one or more Beneficiaries* to receive all or part of your Program Benefits upon your death.
If the laws of your state do not require your Spouse's consent, you may designate one or more Beneficiaries* to receive all or part of your Program Benefits upon your death.
You may designate one or more Beneficiaries* to receive all or part of your Program Benefits upon your death.

*Your Beneficiary must survive for at least 120 hours after your death to be entitled to your Program Benefits. A Beneficiary not meeting the survival requirement is treated as if he or she died before your death. If the time of your death or the death of your Beneficiary cannot be determined, or if it cannot be established that a Beneficiary survived you by 120 hours, it will be deemed that the Beneficiary failed to survive you and the Program Benefits will be distributed as if the Beneficiary had predeceased you.

Special Designations

In general, you must specify whom you wish to designate as a Beneficiary by printing their name and other requested information about your Beneficiary on the Beneficiary Designation Form. In addition to individuals, you may also designate the following as Beneficiaries:

If You Designate	Then
A trust as your Beneficiary	You must provide: • The name, date and tax identification number of the trust (if available). If there has not been a tax identification number assigned to the trust, provide your Social Security number. • The name and address of one trustee, or the phrase, Trustee Under My Last Will As Admitted to Probate. In addition, you must show the percentage payable to the trust.
Your estate as your Beneficiary	Write the words <i>my estate</i> in place of a Beneficiary's name on the Beneficiary Designation Form.

IMPORTANT: It may be necessary to have an administrator of your estate appointed before any Program Benefits can be paid. This may mean delay and additional expense for your Beneficiary. If an administrator needs to be appointed, additional paperwork will be required at the time of your death.

When Designating More Than One Beneficiary

If You Designate	Then
Multiple Beneficiaries* and wish them to receive equal amounts of Program Benefits	You should not specify the percent payable to each Beneficiary.
Multiple Beneficiaries* in unequal portions (for example, you designate your Spouse and two Children** as Beneficiaries with your Spouse receiving 50 percent of your Program Benefits and each Child receiving 25 percent)	You must list on the Beneficiary Designation Form the percent (in whole numbers) of your Program Benefits payable to each Beneficiary. The percentages must add up to 100 percent.

*Your Beneficiary must survive for at least 120 hours after your death to be entitled to your Program Benefits.

A Beneficiary not meeting the survival requirement is treated as if he or she died before your death. If the time of your death or the death of your Beneficiary cannot be determined, or if it cannot be established that a Beneficiary survived you by 120 hours, it will be deemed that the Beneficiary failed to survive you and the Program Benefits will be distributed as if the Beneficiary had predeceased you.

**The term "child" or "children" refers to individuals who are related by birth or by adoption and not through marriage.

If You Designate... Then ... You may specify that your Program Benefits be distributed to a courtsupervised representative. As an alternative, you may designate a Custodian and/or grant an individual (a nominee) the power to designate a Custodian. If you designate an initial Custodian and a nominee, the nominee's power will be limited to designating a successor Custodian in the event the initial Custodian declines to serve, is not qualified to serve, is not capable of serving or is deceased. To designate a Custodian, you should submit a separate piece of paper, along with the Beneficiary Designation Form that contains the following: · Name of the initial Custodian · Address of the Custodian • Name of each Beneficiary for whom a Custodian is designated • Name and address of any nominee granted the power to designate a Custodian or successor Custodian A minor or other individual requiring a If you designate a Custodian, a custodianship will be established under, Custodian or court supervised and subject to, the law of the state in which the minor or legally representative as your Beneficiary ... disabled adult resides at the time of distribution unless a Program Administrator, in its sole discretion, determines that it is more appropriate to apply the law of another state under the circumstances. If you designate a Custodian in a state in which no such applicable law exists, the Program Benefits will be distributed to your designated Custodian as trustee to hold in trust for your Beneficiary. The terms of the trust will be: • For minors, the Missouri Transfers to Minors Law. • For disabled adults, the Missouri Personal Custodian Law. If you do not designate a court-supervised representative, Custodian or nominee, your Program Benefits will be distributed as directed by a court. Additionally, if your named Custodian is unable or unwilling to serve and no successor Custodian is appointed within six months of your

IMPORTANT: It may be necessary to have a Custodian appointed before any Program Benefits can be paid. This may mean delay and additional expense for your Beneficiary. If a Custodian needs to be appointed, additional paperwork will be required at the time of your death.

death, your Program Benefits will be distributed as directed by a court.

When Designating Children as Beneficiaries

You may designate a Child(ren) who is not born or adopted at the time you complete your Form by listing my future children as a Beneficiary on your Beneficiary Designation Form.

IMPORTANT: Children who are alive at the time you submit a Beneficiary Designation will not be included in the my future children designation but may be designated as Beneficiaries when listed by name on the Form.

If You Designate	Then
My future children** as Beneficiaries and indicate you wish them to receive a stated percentage of your Program Benefits	Your surviving* child** or children** born or adopted after the Beneficiary Designation Form becomes effective will receive or share equally in the percentage of your Program Benefits as indicated on the Beneficiary Designation Form.
My future children** as Beneficiaries and no percentage is indicated on your Form	Your Program Benefits will be distributed in equal amounts to the named surviving* Primary Beneficiaries, including those qualifying under the my future children** designation.
My future children** but no surviving* children** are born or adopted after the Beneficiary Designation becomes effective	Your surviving* Beneficiaries will share equally in the percentage designated for my future children.**
My future children** but fail to also list by name a child** or children** living at the time the Beneficiary Designation Form is completed	Only your surviving* child** or children** listed on the Beneficiary Designation Form and/or born and/or adopted after the Beneficiary Designation Form becomes effective will share in your Program Benefits.

*Your Beneficiary must survive for at least 120 hours after your death to be entitled to your Program Benefits. A Beneficiary not meeting the survival requirement is treated as if he or she died before your death. If the time of your death or the death of your Beneficiary cannot be determined, or if it cannot be established that a Beneficiary survived you by 120 hours, it will be deemed that the Beneficiary failed to survive you and the Program Benefits will be distributed as if the Beneficiary had predeceased you.

**The term child or children refers to individuals who are related by birth or by adoption and not through marriage.

Special Circumstances

The effect that certain special circumstances have on your Beneficiary Designation is detailed as described in the table below:

If	Then
Your Beneficiary is your Spouse* and if you get divorced or have your marriage annulled	Your Beneficiary Designation for your Spouse is revoked as of the date of the dissolution or annulment of your marriage. Your ex-Spouse's share or right to a share will be distributed as if he or she died before you.
You want to make your ex-spouse* a valid Beneficiary	You must complete a new Beneficiary Designation form(s) after the date your marriage was dissolved or annulled and, if you remarried, have the written consent of your new Spouse.
Your surviving* Beneficiary disclaims or waives part or all of his or her rights to your Program Benefits	That individual or entity's waived portion will be distributed as if that Beneficiary died before you.

If	Then
You are single (including widows and widowers), have a Form on file, and later marry or remarry	Your new Spouse may not automatically become a Beneficiary*. Depending upon the laws of the state in which you live, your Beneficiary Designation(s) on file may remain in effect unless a new Beneficiary Designation Form is submitted. If you wish your new Spouse* to be a Beneficiary*, it is best to submit a new Beneficiary Designation Form.
Your Beneficiary Designation was made under duress, undue influence or by reason of fraud, or your Beneficiary caused or participated in causing your death	The Program Administrator, in its sole discretion, will determine, on the basis of all the facts and circumstances, whether it is likely that a civil jury would disqualify that Beneficiary from receiving any part of your Program benefits. If a Program Administrator makes this determination, that Beneficiary's portion will be deposited with the court for distribution in accordance with the Program. The Program Administrator will have no further liability to anyone with respect to those Program benefits. The decision of the Program Administrator is binding.

*Your Beneficiary must survive for at least 120 hours after your death to be entitled to your Program benefits. A Beneficiary not meeting the survival requirement is treated as if he or she died before your death. If the time of your death or the death of your Beneficiary cannot be determined, or if it cannot be established that a Beneficiary survived you by 120 hours, it will be deemed that the Beneficiary failed to survive you and the Program Benefits will be distributed as if the Beneficiary had predeceased you.

How Your Beneficiary Will Receive Your Program Benefits

Upon your death, a Beneficiary, the executor of your will, the administrator of your estate, or another personal representative should call the Beneficiary Designation Administrator to report your death to AT&T. See the "Contact Information" section for contact information.

When AT&T is notified of your death, your Beneficiary(ies), the executor of your will, the administrator of your estate or your other personal representative, as applicable, will be requested to provide the Program Administrator with the following in writing:

- Proof of death
- Full name, address, date of birth and Social Security number of each individual who is to receive Program Benefits under your Beneficiary Designation or the Rules
- An inheritance tax waiver from the states that require it (Check with your attorney or tax adviser for information on your specific situation.)
- A statement that there are no known disputes as to the amount of Program Benefits due any Beneficiary or individuals entitled to a Program Benefits or any claims that would affect the distribution of Program Benefits
- Proof of death of a non-surviving Beneficiary, if applicable
- A certified and/or authenticated copy of the letters testamentary of administration, certifying to the qualification of your executor, administrator or personal representative
- Any other information or proof of entitlement that the Program Administrators, in its sole discretion, may require

The following may be used as proof of death:

- A certified copy of a death certificate issued by an official or agency at which the death occurred that shows the place of death, cause of death, date and time of death and the identity of the deceased individual
- A certified copy of any report or record of a governmental agency, domestic or foreign, showing that an individual is missing, detained or dead and the dates, circumstances and places disclosed by the report

The Program Administrators may require that all Beneficiaries agree to the distribution of Program Benefits requested. The Program Administrators may also require that all Beneficiaries agree that, if they receive a portion of your Program Benefits payable to another individual or entity, they will return that portion, and any income earned on that portion, to the individual or entity entitled to that portion.

Inability to Locate A Beneficiary

Unless otherwise required by law or specified by the Program, if a Beneficiary cannot be located at the time your Program Benefits are distributed to your other Beneficiaries and there is no proof of the missing Beneficiary's death, the Program Administrator, in its sole discretion, will hold the missing Beneficiary's portion of your Program Benefits in an interest-bearing account.

Additionally, unless otherwise required by law or specified by the Program, if your missing Beneficiary's portion is not claimed by the missing Beneficiary within one year of your death, the Program Administrators, in their sole discretion, will distribute that individual's share as if your missing Beneficiary had died before you.

Lastly, unless otherwise required by law or specified by the Program, the Program Administrators are not obligated to:

- Locate a missing Beneficiary.
- Invest the portion any differently than what is listed above.
- Hold the portion longer than one year from the date of your death.

Release of Liability for Payment of Survivor Benefits.

The receipt by a trustee or Custodian of your Program benefits in accordance with your Beneficiary Designation fully discharges the Program Administrator and the Beneficiary Designation Administrator from all liability.

If there is doubt as to a Beneficiary's rights to a distribution of your Program Benefits by any claimant, the Program Administrator has a right, in its sole discretion, to require an indemnity bond protecting the Program Administrator and Beneficiary Designation Administrator for the distribution and to deposit the amount in question with a court of law, which will then handle the distribution, or to ask that the parties adjudicate their respective rights.

If the Program Administrator distributes Program Benefits in accordance with your Beneficiary Designation or the Program, if any, and if the distribution is done in good faith and in reliance on the information provided, then the Program Administrator, the Beneficiary Designation Administrator, any person to whom authority has been delegated to make any determinations of fact or eligibility for Benefits under the Program and all Participating Companies will be released from all claims arising from the distribution and will be discharged from any and all claims and liabilities arising from the distribution.

In particular, the release and discharge will occur even if information supplied by your Beneficiaries or others that is relied on in good faith by the Program Administrator or Beneficiary Designation Administrator later turns out to have been inaccurate or incomplete.

The Program Administrator or Beneficiary Designation Administrator may discharge any such liability as to any claimant by sending a notice by registered or certified mail to the claimant and the individuals or entities named in a request for execution of a Beneficiary Designation at the addresses given in the notice of claim and request for execution of said Beneficiary Designation, containing the following:

- The amount to be distributed.
- The individuals or entities to whom the distribution of Program Benefits will be made.
- The respective amounts payable to the individuals or entities to whom the distribution of Program Benefits will be made.
- A statement that the distribution will be made in 30 days from the date of mailing unless the distribution is restrained by a court order.

The protections for the Program Administrator and Beneficiary Designation Administrator by the Program have no bearing on the rights of the individuals or entities in dispute among themselves or their successors concerning the beneficial ownership of your Program benefits, as affected by your death.

<u>Default Rules: When You Do Not Make a Designation or You Have No Surviving</u> Beneficiary

If there is no Beneficiary Designation Form on file at the time of your death, or if all of your designated Beneficiaries have died, your Benefits under the Program will be distributed as follows:

If	Then Benefits From the Program Will Be Distributed to
You are married	Your Spouse
You have a Legally Recognized Partner	Your Legally Recognized Partner
You are not survived* by a Spouse or Legally Recognized Partner	Your surviving* child** or children** in equal amounts***
You are not survived* by a Spouse, Legally Recognized Partner or a child**	Your surviving* parent** or parents** in equal amounts***
You are not survived* by a Spouse, Legally Recognized Partner, child** or parent**	Your surviving* sibling** or siblings** (including half blood) in equal amounts***

If	Then Benefits From the Program Will Be Distributed to
You are not survived* by a Spouse, Legally Recognized	Your estate in accordance with the applicable laws of the state in which you resided immediately before your death that govern succession to property owned
Partner child,** parent** or sibling**	by you at death, unless the Program Administrator determines, in its sole discretion, that it is more appropriate to apply similar law of another state under the circumstances.

*Your Beneficiary must survive for at least 120 hours after your death to be entitled to your Program Benefits. A Beneficiary not meeting the survival requirement is treated as if he or she died before your death. If the time of your death or the death of your Beneficiary cannot be determined, or if it cannot be established that a Beneficiary survived you by 120 hours, it will be deemed that the Beneficiary failed to survive you and the Program benefits will be distributed as if the Beneficiary had predeceased you.

**The terms child, children, parent or sibling refer to individuals who are related by birth or by adoption and not through marriage.

***Benefits will be distributed on a per capita basis and not on a per stirpes basis, which means that all surviving individuals in one of the groups listed in this table will share your Program benefits on an equal basis, and no Program benefits will pass to the descendants of a deceased member of the group.

How Your Proceeds Are Distributed to Primary Beneficiaries

If Your Designated Primary Beneficiary	Then
Is alive* at the time of your death	That Person will receive your Proceeds upon your death.
Consists of more than one Primary Beneficiary	Your Proceeds will be distributed as specified on the Form(s).
Is one of multiple Primary Beneficiaries and does not survive* you	That Beneficiary's share will be distributed to your surviving* Primary Beneficiaries in equal amounts.
Does not survive* you and there are no other Primary Beneficiaries	Your Proceeds will be distributed to your surviving* Contingent Beneficiary(ies).
Does not survive* you and no Contingent Beneficiaries are designated or surviving*	Your Proceeds will be distributed in accordance with the default rules on Page 9.
Is a minor or other Person requiring a court-supervised conservator, Custodian, guardian or personal representative	That Beneficiary's share will be distributed to a court-supervised conservator, Custodian, guardian or personal representative based on your current Form. See Page 15 for more information about Custodians and court-supervised representatives.
representative	Note: If you provided for a Custodian or representative and your Beneficiary is of legal age or is not under any legal disability at the time of your death, or the Custodian (or the Custodian's successor) is unavailable or incapable of serving as Custodian, your Proceeds will be distributed directly to your Beneficiary. If you provided for a custodianship and your Beneficiary dies before you, the custodianship is revoked.

If Your Designated Primary Beneficiary	Then
Is a Trust	Your Proceeds will be paid to your Trust in accordance with the terms you stated on your Form(s) and that Trust. If for any reason the Trust and/or the Beneficiary Designation are invalid or nonexistent at the time of your death, then the Program Administrators may, in their sole discretion, distribute your Proceeds as if the Trust was terminated before your death. If a trustee is incapable or unwilling to manage the Trust, and no successor trustee is appointed within six months of your death, then the Program Administrators may, in their sole discretion, distribute your Proceeds as if the Trust was terminated before your death.

*Your Beneficiary must survive for at least 120 hours after your death to be entitled to your Proceeds. A Beneficiary not meeting the survival requirement is treated as if he or she died before your death. If the time of your death or the death of your Beneficiary cannot be determined, or if it cannot be established that a Beneficiary survived you by 120 hours, it will be deemed that the Beneficiary failed to survive you and the Proceeds will be distributed as if the Beneficiary had predeceased you.

Important: It may be necessary to have a Custodian, estate administrator or a trustee appointed before any Proceeds can be paid. This may mean delay and additional expense for your Beneficiary. If a Custodian, estate administrator or a trustee needs to be appointed, additional paperwork will be required at the time of your death.

How Your Proceeds Are Distributed to Contingent Beneficiaries

If your Primary Beneficiary(ies) does not survive* you, your Proceeds will be distributed to your surviving* Contingent Beneficiary(ies) in the percentages you indicated on your Form(s).

If	Then
One of multiple Contingent Beneficiaries does not survive* you	That Beneficiary's share will be distributed to your surviving* Contingent Beneficiaries in equal amounts.
You did not designate any Contingent Beneficiaries or none of your Contingent Beneficiaries survives* you	Your Proceeds will be distributed in accordance with the default rules on Page 9.

*Your Beneficiary must survive for at least 120 hours after your death to be entitled to your Proceeds. A Beneficiary not meeting the survival requirement is treated as if he or she died before your death. If the time of your death or the death of your Beneficiary cannot be determined, or if it cannot be established that a Beneficiary survived you by 120 hours, it will be deemed that the Beneficiary failed to survive you and the Proceeds will be distributed as if the Beneficiary had predeceased you.