

**American Standard Companies**

**Life and AD&D Insurance benefits**  
**for employees of TCS Americas Sales – District Offices**  
**as of January 1, 2006**

This *Life and AD&D Insurance Benefits* section of your summary plan description (SPD), along with the *Flexible Benefits Eligibility for TCS Americas Sales - District Offices and Plan Administration* sections of the SPD, comprise your SPD for the *Life and AD&D Insurance Benefits*.

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## OVERVIEW

American Standard helps provide financial protection for you and your family in the event that you or a covered dependent is accidentally injured or dies.

Your insurance benefits work like this:

- The company provides basic coverage at no cost to you (unless you are a sales engineer, in which case you pay the full cost of basic life and basic AD&D coverage).
  - Basic life insurance pays a benefit to your beneficiary if you die.
  - Basic accidental death & dismemberment insurance pays a benefit if you are accidentally injured or die.
  - Business travel accident insurance pays a benefit if you, or your covered dependent, are severely injured as a result of an accident or die while traveling on company business or relocating.
- You may purchase additional insurance coverage *for yourself*.
  - Supplemental life insurance coverage pays a benefit in addition to your basic coverage if you die.
  - Supplemental AD&D insurance pays a benefit in addition to your basic coverage if you are severely injured or die as a result of an accident.
- You may also purchase insurance coverage *for your eligible dependents*.
  - Dependent term life insurance pays a benefit to you if your spouse (or same-sex domestic partner) or covered child dies.
  - Dependent AD&D insurance pays a benefit to you if your spouse or covered child is accidentally injured or dies due to a covered loss.

### Insurance coverage options at a glance

American Standard provides basic insurance protection at no cost to you (unless you are a sales engineer, in which case you pay the full cost of basic coverage). You may also purchase additional insurance coverage and pay for it through payroll deductions. There are several advantages to purchasing insurance coverage through the company:

- Discounted group rates
- Convenience of paying for coverage through payroll deductions
- You usually do not need to provide evidence of insurability if you enroll when you first become eligible

The following chart highlights your insurance options:

*Benefits eligible pay (BEP) is your salary, plus any bonuses or commissions for which you are eligible as of the September 1 of the preceding calendar year (or as of your date of hire in the year you are hired).*

Plan	Option	Who pays for coverage . . .
<b>Basic coverage</b>		
Life insurance	\$10,000 (or 1 times BEP up to \$100,000 maximum* if you have pay-related basic life insurance).**	American Standard pays the entire cost of coverage. (You pay the entire cost of basic life insurance and AD&D if you are a sales engineer.)
AD&D	Equal to your basic life insurance amount	
Business travel accident insurance	5 times BEP for you up to \$13,400,000 maximum \$100,000 for your spouse \$25,000 per child	
<b>Additional coverage</b>		
Supplemental life insurance:	1 to 6 times BEP up to \$3,000,000 maximum	You pay for coverage through payroll deductions.
Supplemental AD&D insurance	1 to 6 times BEP up to \$3,000,000 maximum	
<b>Dependent coverage</b>		
Life insurance		You pay for coverage through payroll deductions.
Spouse or same-sex domestic partner	\$10,000 increments (up to \$100,000 maximum)	
Child(ren)	<ul style="list-style-type: none"> <li>▪ \$2,000 per child</li> <li>▪ \$4,000 per child</li> </ul>	
AD&D insurance		
Spouse or same-sex domestic partner	50% of your supplemental AD&D coverage	
Child(ren)	10% of your supplemental AD&D coverage	

**\*The value of company-provided coverage in excess of \$50,000 is subject to income and Social Security taxes.**

**\*\*Employees in the Dallas, Los Angeles, St. Louis, Columbia, San Diego and Jacksonville TCS Americas Sales – District Offices have basic life insurance of one times BEP, up to \$100,000.**

## HOW YOUR INSURANCE BENEFITS WORK

Insurance coverage provides financial protection for you and your family. The company provides, at no cost to you, basic life and accidental death and dismemberment (AD&D) insurance through MetLife and business travel accident insurance through Life Insurance Company of North America. You also have the option to purchase additional life and AD&D insurance for yourself, your spouse (or same sex domestic partner) and your eligible dependent children through Prudential.

### **Naming a beneficiary**

You'll need to name a beneficiary to receive any life and AD&D insurance benefits that are payable at your death. You may choose anyone you want as your beneficiary, and you can change your beneficiary at any time by completing a new beneficiary designation form.

The beneficiary you name for your basic life and AD&D insurance coverage will automatically be the beneficiary for your business travel accident benefits. You must make a separate beneficiary election for supplemental life or AD&D coverage. You are automatically the beneficiary for any spouse and/or dependent child(ren) insurance coverage.

#### **State Provisions**

*Depending on the state in which you reside, there may be specific state insurance laws and provisions that impact your life insurance benefits. Please contact MetLife at 1-800-638-5433 (basic life insurance) or Prudential at 1-800-778-3827 (supplemental life insurance) to find out if any such laws or provisions apply to the state you live in.*

You may name more than one beneficiary. All primary beneficiaries will receive insurance proceeds in the event of your death in the percentage amounts indicated on your beneficiary designation form. If you do not specify the percentages, all beneficiaries will receive equal shares of your insurance benefit. Also, if a beneficiary dies before you, that beneficiary's interest will end and it will be shared equally by the remaining beneficiaries, unless your beneficiary designation form states otherwise.

If you do not designate a beneficiary\*, or if there is no living beneficiary at the time of your death, your benefits will be paid in the following order:

- Surviving spouse; if no surviving spouse, then to
- Surviving children (in equal parts); if no surviving children, then to
- Surviving parents (in equal parts); if no surviving parents, then to
- Surviving siblings (in equal parts if living); if no surviving siblings, then to
- Your estate

\* For business travel accident coverage, your beneficiary under the basic group life insurance is your designated beneficiary.

## Changes in coverage

Your coverage will not change during the year if your pay increases or decreases. This applies to your basic and supplemental life and AD&D coverage. New coverage amounts and premiums for supplemental coverage go into effect each January 1, based on your benefit eligible pay (BEP) as of the prior September 1 and age as of December 31. You must be actively at work on the date your change in coverage takes place. Otherwise, any new coverage amount will not be effective until you return to active work.

You are considered actively at work if you are performing all the material duties of your job with American Standard where these duties are normally carried out. If you were at work on your last scheduled work day, you will also be considered actively at work on a scheduled non-working day provided you are not disabled.

Any changes you make to your dependent's coverage will not go into effect while your dependent is hospitalized or confined to your home as the result of an illness or injury.

## Assigning benefits

You may assign your basic, supplemental and/or dependent life insurance and/or accidental death and dismemberment insurance benefits to one or more persons, firms or trusts. Assignment means that you agree to give up ownership of your life or accidental death and dismemberment insurance coverage *forever*. You *cannot cancel* the assignment. The assignee becomes the beneficiary or may designate another beneficiary. If you assign your insurance, you must continue to make applicable payroll contributions.

Only you can assign your insurance. No one can do it on your behalf, and no one can force you to make an assignment. By assigning your insurance, you give up the right to designate beneficiaries and to change your insurance coverage in any way.

If you assign your insurance to more than one person, you must specify the percentage shares for each person. An assignment cancels any designation of beneficiary you have made. After the assignment, only the assignee(s) may designate beneficiaries. Each assignee may designate anyone, including himself or herself, as the beneficiary of the portion of your insurance the assignee owns. An assignee may designate a contingent beneficiary and may designate a new beneficiary at any time.

If the assignee does not designate a beneficiary, the assignee is the beneficiary and receives the benefits after you die or become dismembered. The assignee assumes all rights to cancel your insurance. If there are two or more assignees, all of them must agree to any cancellation of coverage. The assignee has the same life insurance conversion and portability rights as you do, as long as the assignment was effective on or before the right to convert arose.

## BASIC LIFE INSURANCE

The company provides through MetLife basic life insurance of \$10,000 (or equal to your benefits eligible pay (BEP), rounded to the next higher \$1,000, to a maximum of

*Benefits eligible pay (BEP) is your salary, plus any bonuses or commissions for which you are eligible as of September 1 of the preceding calendar year (or as of your date of hire in the year you are hired).*

\$100,000, if you are employed in the Dallas, Los Angeles, St. Louis, Columbia, San Diego or Jacksonville district offices). The IRS requires you to pay income and Social Security tax on the value of company-provided life insurance coverage in excess of \$50,000. This is referred to as “imputed income.”

### **When proof of insurability is required**

If you are a sales engineer and pay the full cost of your basic life insurance, you may enroll for basic life insurance within 60 days of the date you are first eligible for coverage without providing proof of insurability. If you enroll late, proof of insurability will be required, or you will have to wait to enroll until the next annual open enrollment.

### **Accelerated benefits**

Accelerated benefits are available if you are diagnosed with a terminal illness and are expected to live six months or less. You may access up to 50% of your basic life insurance benefit while you're still alive. The minimum amount you may access is 25% of your basic life insurance benefit.

For example, if you become terminally ill and you had \$10,000 basic life insurance, you may receive up to \$2,500 in accelerated benefits. Upon your death, your beneficiary would receive a death benefit equal to \$7,500 (\$10,000 less \$2,500 in accelerated benefits you received prior to your death). Accelerated benefits can be used by you for any reason.

Accelerated benefits are not available if you have assigned your life insurance benefits or you are retired.

## BASIC ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

The company provides AD&D insurance through MetLife. AD&D insurance offers an additional level of financial protection in the event that you are accidentally injured or die from a covered loss.

The plan pays benefits for losses incurred as the direct result of – and within three months of – a covered accident. Basic AD&D insurance coverage is equal to your basic life insurance amount.

The percentage of benefit that will be paid depends on the type of loss, according to the following schedule.

Loss*	Percent of benefit paid
<ul style="list-style-type: none"> <li>▪ Life</li> <li>▪ Both Hands</li> <li>▪ Both Feet</li> <li>▪ Sight of Both Eyes</li> <li>▪ One Hand and One Foot</li> <li>▪ One Hand and Sight of One Eye</li> <li>▪ One Foot and Sight of One Eye</li> <li>▪ Speech and Hearing</li> <li>▪ Quadriplegia (total paralysis of upper and lower limbs)</li> </ul>	100 %
<ul style="list-style-type: none"> <li>▪ One Hand</li> <li>▪ One Foot</li> <li>▪ Sight of One Eye</li> <li>▪ Speech</li> <li>▪ Hearing</li> <li>▪ Paraplegia (total paralysis of both lower limbs)</li> <li>▪ Hemiplegia (total paralysis of upper and lower limbs on one side of the body)</li> </ul>	50 %
<ul style="list-style-type: none"> <li>▪ Thumb and Index Finger of the Same Hand</li> </ul>	25 %

*\*You cannot receive more than 100% of coverage for any combination of injuries.*

The following definitions apply:

- *Loss* means, with regard to hand or foot, complete severance through or above the wrist or ankle joint; loss of an eye means total and irrecoverable loss of sight; loss of speech means complete inability to communicate audibly in any degree; loss of hearing means irrecoverable loss of hearing, which cannot be corrected by any hearing aid or device;

loss of thumb and index finger means severance through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb. Further, loss of speech or hearing must be for at least 12 consecutive months following injury.

- *Paralysis* means loss of use, without severance, of a limb. A physician must determine that your loss is complete and not reversible.
- *Severance* means complete separation and dismemberment of a limb from your body.

AD&D benefits are in addition to company-provided life insurance benefits.

### **Seatbelt benefit**

If you die as a result of an accident while driving or riding in a private passenger vehicle, an additional benefit may be paid if a seatbelt was worn. To qualify:

- the official accident report, or written certification by the investigating officer, must verify that a seat belt was worn when the accident occurred, and
- the seat belt must have been properly fastened.

The additional benefit is equal to 10% of the AD&D amount paid, to a maximum of \$10,000. There is a \$1,000 minimum benefit.

### **What's not covered**

AD&D benefits will not be paid for any losses that result from:

- Suicide, attempted suicide or self-inflicted injuries
- Physical or mental illness, diagnosis of or treatment for the illness
- The use of any drug or medicine
- War, or act of war – declared or undeclared, including terrorist acts
- Involvement in a felony or other serious crime or assault
- Poison or gas, taken voluntarily, administered or absorbed
- Driving a vehicle while legally intoxicated
- Serving in the armed forces of any country or international authority, except for the United States National Guard
- Travel, or flight, in any spacecraft
- Flying, learning to fly, or serving as a crew member of an aircraft
- Descending from an aircraft while in flight, unless for safety reasons
- Flying in, boarding or exiting any aircraft that is:
  - operated by, or under, any military authority (other than the Military Airlift Command)
  - being used for a test or for experimental purposes.

## SUPPLEMENTAL AND DEPENDENT LIFE INSURANCE

You may purchase additional life insurance coverage if you need more coverage than what is provided through the basic life insurance plan. You pay for this supplemental coverage through after-tax payroll deductions.

Covered Person	Coverage Options
You	One to six times BEP* (maximum \$3,000,000)
Your spouse or same-sex domestic partner	\$10,000 to \$100,000 (in increments of \$10,000)
Your child(ren)	\$2,000 or \$4,000 per child

\*If your benefits eligible pay is not a multiple of \$1,000, it will be rounded to the next higher \$1,000.

### Proof of insurability

As a new hire, you may enroll for certain supplemental life insurance coverage levels without providing proof of insurability.

Proof of insurability is required:

- If you decide not to enroll when originally eligible, but decide later to enroll during annual Open Enrollment,
- If you wish to increase your coverage after your initial enrollment, or
- For amounts over three times your BEP or \$750,000, whichever is less

### **Married Couples**

*If both you and your spouse (or same-sex domestic partner) work for American Standard, you may cover each other for dependent life insurance. Both employees can cover eligible dependent children.*

You may need to provide proof of insurability to be approved for coverage, as follows:

	You	Your Spouse	Your Children
New Hires (within 31 days of hire date or date first eligible)	No proof required for up to three times BEP up to \$750,000	No proof required for \$10,000, \$20,000 or \$30,000	No proof required
Open Enrollment	Proof required to: Enroll for coverage for the first time or increase your coverage.	Proof required to: Enroll for spouse coverage for the first time or increase your spouse's coverage.	No proof required

	<b>You</b>	<b>Your Spouse</b>	<b>Your Children</b>
Mid-year (within 60 days of qualified life event*)	May increase coverage by 1 times benefits eligible pay without proof	May elect coverage of up to \$30,000 without proof if you get married	No proof required

\*Qualified life events include:

- Change in marital status
- Your spouse loses employment (spouse life only)
- You gain an eligible dependent

Any coverage subject to proof of insurability will not go into effect until the proof is approved by Prudential. You may decrease your coverage at any time. If you've assigned your benefits, only the assignee can reduce coverage.

### **Death benefits**

If you die, your beneficiary will receive the face amount of your supplemental life insurance.

### **Accelerated benefits**

Accelerated benefits are available if you are diagnosed with a terminal illness and are expected to live 12 months or less. You may access up to 50% of your death benefit to a maximum of \$250,000 while you're still alive.

Accelerated benefits are not available if you have assigned your life insurance benefits.

Accelerated spouse benefits are also available, up to 50% of the spouse's death benefit to a maximum of \$50,000, if your spouse is expected to live 12 months or less.

### **How benefits are paid**

To request payment of supplemental benefits, your coverage must be active when the loss occurred and your beneficiary must:

- Contact Prudential to request a death claim form
- Complete the death claim form and send the completed death claim form along with a certified copy of the death certificate to Prudential.

## SUPPLEMENTAL AND DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

American Standard offers you the option of purchasing supplemental and dependent AD&D insurance through pre-tax payroll deductions.

The plan pays benefits for losses incurred as a direct result of – and within 90 days of (365 days for quadriplegia, hemiplegia and paraplegia) – a covered accident. You may purchase supplemental AD&D coverage up to six times your BEP. In addition, if you purchase supplemental AD&D coverage for yourself, you may also purchase AD&D coverage for your family:

- Coverage for your spouse will equal 50% of your supplemental AD&D coverage.
- Coverage for each child will equal 10% of your supplemental AD&D coverage.

The maximum benefit amount under the plan is \$3,000,000.

The percentage of benefit that will be paid depends on the type of loss, according to the following schedule:

<b>Loss*</b>	<b>Percent of benefit paid</b>
<ul style="list-style-type: none"> <li>▪ Life</li> <li>▪ Both Hands</li> <li>▪ Both Feet</li> <li>▪ Sight of Both Eyes</li> <li>▪ One Hand and One Foot</li> <li>▪ One Hand and Sight of One Eye</li> <li>▪ One Foot and Sight of One Eye</li> <li>▪ Speech and Hearing</li> <li>▪ Quadriplegia (total paralysis of upper and lower limbs)</li> </ul>	100%
<ul style="list-style-type: none"> <li>▪ Paraplegia (total paralysis of both lower limbs)</li> </ul>	75%
<ul style="list-style-type: none"> <li>▪ One Hand</li> <li>▪ One Foot</li> <li>▪ Sight of One Eye</li> <li>▪ Speech</li> <li>▪ Hearing</li> <li>▪ Hemiplegia (total paralysis of upper and lower limbs on one side of the body)</li> </ul>	50%
<ul style="list-style-type: none"> <li>▪ Thumb and Index Finger of the Same Hand</li> </ul>	25%
<ul style="list-style-type: none"> <li>▪ Coma</li> </ul>	1% for 11 months

*\*You cannot receive more than 100% of coverage for any combination of injuries.*

The following definitions apply:

- *Loss* means, with regard to hand or foot, complete severance through or above the wrist or ankle joint; loss of an eye means total and irrecoverable loss of sight; loss of speech

means total and permanent loss of speech; loss of hearing means total and permanent loss of hearing in both ears; loss of thumb and index finger means severance through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

- *Paralysis* means loss of use, without severance, of a limb. A physician must determine that your loss is complete and not reversible.
- *Severance* means complete separation and dismemberment of a limb from your body.

Supplemental AD&D benefits are in addition to company-provided AD&D insurance benefits.

### **Loss due to coma**

The plan pays 1% of the coverage amount for each month an insured person (i.e. you, your spouse or same-sex domestic partner, or dependent child) remains in a coma that results from a covered accident. The coma must be total, continuous and permanent and begin within 90 days of the accident and last for six months. Then the benefit is payable for up to 11 months while the individual remains in a coma.

### **Loss due to exposure and disappearance**

Loss due to exposure to the elements is considered an accidental loss. Also, if the insured individual's body is not found within a year of a certain disappearance, that person will be presumed to have died.

### **Additional benefits**

If an insured person dies as a result of an accident while driving or riding in a private passenger vehicle, a benefit may be paid if a seatbelt was worn. To qualify:

- the official accident report, or written certification by the investigating officer, must verify that a seat belt was worn when the accident occurred, and
- the seat belt must have been properly fastened.

The seatbelt benefit is equal to 10% of the supplemental AD&D amount paid, to a maximum of \$10,000. An additional benefit – in the same amount as the seatbelt benefit – will also be paid if the insured person was in a seat protected by a factory-installed air bag. The air-bag benefit is subject to the same requirements as the seat-belt benefit.

Benefits will not be paid for losses resulting from a car race, or a speed or endurance test, or for acrobatic or stunt driving.

### **Child tuition reimbursement benefit**

The plan pays a tuition reimbursement benefit for a dependent child upon your (or your spouse's) death in a covered accident. An annual payment for up to four years is payable

for a covered dependent child who is less than age 23 and a full-time student in an institution of higher learning. The annual benefit is the lesser of:

- The actual tuition (excluding room and board),
- 10% of the insured's coverage amount, and
- \$10,000 a year.

If no child qualifies for this benefit, \$1,000 will be paid to the beneficiary. The benefit applies only if the child was enrolled in an institution of higher learning or is in high school and becomes enrolled within 365 days of the insured's death. The benefit is paid to the spouse or legal guardian if the child is under age by state law.

### **Spouse tuition reimbursement benefit**

If you die in a covered accident, the plan provides a tuition reimbursement benefit for a professional or trade program to prepare your spouse for work. The benefit is the lesser of the actual tuition, 10% of your coverage amount, and \$10,000. Enrollment in the program must occur within 30 months of your death.

### **Day care expense benefit**

The plan provides a benefit for day care expenses of a covered dependent child under the age of seven if you or your spouse/same sex domestic partner dies in a covered accident. The annual benefit is the lesser of the actual day care center cost, 5% of the insured's coverage amount, and \$7,500 a year up to four consecutive years or until the child reaches age seven. If no child qualifies for this benefit, \$1,000 will be paid to the beneficiary. The benefit applies only if the child is under the age of seven and enrolled in a licensed or certified day care center on the date of the insured's death, or within 90 days of that date. The benefit is paid to the spouse or legal guardian. In the event of the dependent spouse/same sex domestic partner's death, the benefit is paid to the employee.

### **What's not covered**

Supplemental AD&D benefits will not be paid for any losses that result from:

- Suicide or attempted suicide, while sane or insane
- Self-inflicted injuries or any attempt to inflict such injury
- Physical or mental illness, diagnosis of or treatment for the illness
- War, or act of war – declared or undeclared
- Commission of or attempt to commit a felony
- Being legally intoxicated or under the influence of any narcotic, unless prescribed by a doctor
- Serving on full-time active duty for more than 30 days in the armed forces of any country, except for the United States Reserve or National Guard active duty for training only.
- Flying or serving as a crew member of an aircraft

- Flying in, boarding or exiting any aircraft that is not intended for transportation of passengers
- An infection, unless it is a pyogenic infection caused by an accidental cut or wound or a bacterial infection resulting from ingesting a contaminated substance
- Scuba diving, bungee jumping, skydiving, parachuting hang gliding or ballooning.
- Sickness and medical and surgical treatment of sickness

### **How benefits are paid**

To request payment of supplemental benefits, your coverage must be active when the loss occurred and your beneficiary must:

- Contact Prudential to request a claim form
- Complete the claim form and send the form, along with a certified copy of the death certificate if applicable, to Prudential.

## BUSINESS TRAVEL ACCIDENT INSURANCE

From time to time, you may have to travel as part of your job responsibilities. Business travel accident insurance protects your family financially if you die or are severely injured as a result of an accident while on company business. This company-paid coverage begins on your first day of work with American Standard. The plan pays a benefit if:

- You are injured or die while traveling on company business away from your regular place of employment. Coverage is in effect 24 hours-a-day while traveling on company business. An authorized business trip starts when you begin your trip, whether from home or work. It ends when your trip ends, whether your return home or to work, whichever is first.
- You are injured or die while being relocated by the company.
- Your covered dependent is injured or dies while traveling with you on company business or while relocating at the company's expense.

### **What's covered**

The plan pays benefits for losses incurred as the direct result of – and within one year of – a covered accidental injury sustained while traveling on company business or for authorized relocation. Coverage is provided for personal deviations which occur prior to the end of a scheduled and authorized business trip. Commuting between home and work is not covered.

Your business travel accident coverage equals five times your BEP up to a maximum benefit of \$13,400,000. There is a \$25,000 minimum benefit.

Your spouse's or same-sex domestic partner's coverage equals \$100,000 and each of your dependent children is covered for \$25,000.

The percentage of benefit that will be paid depends on the type of loss, according to the following schedule.

<b>Loss*</b>	<b>Percent of benefit paid</b>
<ul style="list-style-type: none"> <li>▪ Life</li> <li>▪ Both Hands</li> <li>▪ Both Feet</li> <li>▪ Sight of Both Eyes</li> <li>▪ One Hand and One Foot</li> <li>▪ One Hand and Sight of One Eye</li> <li>▪ One Foot and Sight of One Eye</li> <li>▪ Speech and Hearing</li> <li>▪ Quadriplegia (total paralysis of upper and lower limbs)</li> </ul>	100%
<ul style="list-style-type: none"> <li>▪ One Hand</li> <li>▪ One Foot</li> <li>▪ Sight of One Eye</li> <li>▪ Speech</li> <li>▪ Hearing</li> <li>▪ Paraplegia (total paralysis of both lower limbs)</li> <li>▪ Hemiplegia (total paralysis of upper and lower limbs on one side of the body)</li> </ul>	50%
<ul style="list-style-type: none"> <li>▪ Thumb and Index Finger of the Same Hand</li> </ul>	25%

*\*You cannot receive more than 100% of coverage for any combination of injuries.*

The following definitions apply:

- *Loss* means, with regard to hand or foot, complete severance through or above the wrist or ankle joint; loss of an eye means total and irrecoverable loss of sight; loss of speech means complete inability to communicate audibly in any degree; loss of hearing means irrecoverable loss of hearing, which cannot be corrected by any hearing aid or device; loss of thumb and index finger means severance through or above the joint closest to the wrist. (In California, loss of a thumb and index finger means loss by complete severance of at least one whole phalanx of each. In South Carolina, the loss of four whole fingers from one hand equals the loss of one hand.)
- *Paralysis* means loss of use, without severance, of a limb. A physician must determine that your loss is complete and not reversible.
- *Severance* means complete separation and dismemberment of a limb from your body.

Business travel accident benefits are in addition to any other company life and AD&D insurance benefits.

#### *Limit on liability*

Total business travel accident benefits payable on all covered employees for all losses resulting from any one aircraft accident is \$60 million. If total losses exceed \$60 million,

the benefits paid to each covered employee will be reduced proportionately, so that the total amount payable will not exceed the \$60 million limit. In addition, if a covered person suffers more than one loss from an accident, the plan pays for the loss with the largest benefit.

## **Disability**

Business travel accident benefits are also paid if you become permanently and totally disabled as the result of a covered accident. To qualify, you

- Must be injured as the result of a covered accident,
- Become totally disabled as a direct result of, and within 30 days, of the accident,
- Remain totally disabled for 12 consecutive months, and
- Then be permanently and totally disabled.

You are considered “totally disabled” if you cannot perform all of the substantial duties of your job. You are considered “permanently and totally disabled” if you cannot do any work now, and in the future, for which you are, or may become qualified, based on education, experience or training.

Your disability benefit equals five times your BEP up to a maximum benefit of \$1,000,000 and will be offset by any benefits you received as a result of a covered loss. This benefit no longer applies once you reach age 70.

## **Seatbelt benefit**

If an insured person dies as a result of an accident while driving or riding in a private passenger vehicle on a business trip or when traveling for relocation, an additional benefit may be paid if a seatbelt was worn. To qualify:

- The official accident report, or written certification by the investigating officer, must verify that a seat belt was worn when the accident occurred, and
- The seat belt must have been properly fastened.

The additional benefit is equal to 10% of the business travel accident amount paid, to a maximum of \$25,000.

## **Medical expense benefit**

If you suffer a covered loss, the plan pays up to \$5,000 within one year of the accident to cover the cost of certain medical services. Services must be a direct result of your injury and treatment must begin within 60 days from the accident. Covered expenses include:

- Hospital stay
- Medical and/or surgical treatment by a doctor
- Services by a licensed or graduate nurse
- X-rays

- Professional ambulance service from the accident scene to the nearest hospital

Benefits will be reduced for any services reimbursed by any employer-sponsored health plan or government program or law, including workers' compensation.

### **Exposure and disappearance**

The plan provides coverage due to exposure to the elements after the forced landing, stranding, sinking or wrecking of a vehicle that you are traveling in on company business. You will be presumed dead if the vehicle disappears, sinks or is stranded or wrecked and your body is not found within one year of the accident.

### **What's not covered**

Business travel accident benefits will not be paid for any losses that result from:

- Suicide, attempted suicide or self-inflicted injuries, while sane or insane (In Missouri only, benefits are provided if you were insane.)
- Everyday travel to and from work
- Travel or flight in any spacecraft
- Travel or flight in, or boarding or exiting any aircraft that:
  - does not have a valid certificate of worthiness
  - is not flown by a pilot with a valid license
  - you are flying, learning to fly or you are part of the crew
  - injuries while on full-time active duty while in the armed forces
- Bacterial infection that was not caused by an accidental cut, wound or food poisoning
- Illness, disease or bodily infirmity
- War or any act of war, whether or not declared in the United States, Afghanistan, Algeria, Chechnya, Iran, Iraq, Israel, Kuwait, Libya, Pakistan, Qatar, Saudi Arabia, Somalia or Turkey or any nation of which you are a citizen. (Excluded countries may be updated and are kept on file with the Life Insurance Company of North America.)

## IF YOU TERMINATE EMPLOYMENT

### **Basic life and accidental death and disability insurance**

- Your basic life and accidental death and disability insurance coverage terminates at the end of the month in which you last worked.
- You may be eligible to convert your basic life insurance to an individual policy. See *Converting Your Coverage*. AD&D coverage cannot be converted to an individual policy.

### **Supplemental and dependent life and AD&D insurance benefits**

- You may be eligible to continue your supplemental life insurance benefits in effect on the date you terminate. See *Portability Plan*.
- You may be eligible to convert any supplemental or dependent life insurance benefits in effect on the date you terminated to an individual policy. See *Converting Your Coverage*.
- Your supplemental and dependent AD&D insurance benefits end on your last day of work and cannot be converted to an individual policy.

### **Business travel accident**

- Your company-paid benefits end on your last day of work.

## IF YOU BECOME DISABLED

- Your basic life and accidental death and disability insurance automatically continue.
- You may continue any supplemental or dependent life and AD&D insurance benefits in effect on the date you become (or became) disabled, provided you continue to pay the applicable age-related premiums for an active employee.
- Your business travel accident benefits end on your last day of work.

You will not be eligible to increase your supplemental coverage while you are disabled.

*Disabled* means:

- You are totally and permanently disabled and your disability is expected to last at least 12 months,
- You have been disabled for at least six months, and
- You are receiving payments from a company-sponsored long term disability plan.

## IF YOU ARE ON AN UNPAID FMLA OR MILITARY LEAVE

- Your basic life and accidental death and disability insurance automatically continue.

- You may continue any supplemental or dependent life and AD&D insurance benefits in effect on the date your leave began, provided you continue to pay the applicable age-related premiums for an active employee.
- Your business travel accident benefits end on your last day of work.

## IF YOU ARE ON AN UNPAID LEAVE OF ABSENCE

- Your basic life and accidental death and disability insurance automatically continue provided you pay the full cost of coverage.
- You may continue any supplemental or dependent life and AD&D insurance benefits in effect on the date your leave began, provided you continue to pay the applicable age-related premiums for an active employee.
- Your business travel accident benefits end on your last day of work.

## IF YOU RETIRE

*Retire* means you terminate employment on or after age 55 with at least 10 years of service with the company or on or after age 65.

### **Basic life and accidental death and disability insurance**

- Your basic life and accidental death and disability insurance coverage terminates at the end of the month in which you last worked.
- You may be eligible for retiree life insurance coverage if you meet certain age and service requirements. Please refer to the *When You Retire* section of the summary plan descriptions for more information.
- You may be eligible to convert your basic life insurance to an individual policy if your coverage terminates or is reduced. See *Converting Your Coverage*.
- AD&D coverage cannot be converted to an individual policy.

### **Supplemental and dependent life insurance benefits**

You may continue any supplemental or dependent life and AD&D insurance benefits in effect on the date your leave began, provided you continue to pay the applicable age-related premiums for an active employee.

### **Supplemental and dependent AD&D insurance benefits**

- Coverage terminates on your last day worked. Coverage cannot be converted to an individual policy.

### **Business travel accident**

- Your benefits end on your last day of work.

## PORTABILITY PLAN

The Portability Plan allows you to continue your supplemental life benefit by paying age-based group rates. These group rates may be different than the rates under the company's supplemental group life plan

If your coverage ends for reasons other than non-payment of premium, you may apply for term life insurance under the portability plan provided you:

- Are under age 80,
- Have at least \$20,000 in supplemental coverage,
- Are not eligible to continue the plan for employees (e.g. you *retire* or are *disabled*), and
- Do not apply to convert your coverage to an individual policy under the plan's conversion privilege.

You do not need to submit proof of insurability. To apply for coverage under the portability plan, you must submit an application to Prudential and pay your initial premium within the 31-day period following the date your coverage terminates.

The maximum amount of coverage you may have under the portability plan is the lesser of five times your benefits eligible pay or \$1,000,000. Your coverage will stop when you turn age 80. You may convert any amounts in excess of these maximums.

Your dependent's coverage is not portable.

## CONVERTING YOUR COVERAGE

If your coverage ends, you may be eligible to continue coverage under certain circumstances.

### **Conversion rights – basic life insurance**

You have the right to convert your basic life insurance to an individual policy insured by MetLife if coverage terminates or is reduced. The maximum amount of coverage that you may convert is the amount of coverage that was terminated or reduced. You are not required to provide proof of insurability to convert coverage to an individual policy.

To convert your coverage to an individual policy, you must submit an application to MetLife and pay your initial premium within the 31-day period following the date your coverage terminates or is reduced. Your life insurance coverage remains in effect until the expiration of the 31-day period. If you do not submit an application and your first premium within the 31-day period, your coverage will terminate or reduce after the last day of that period.

Your conversion rights will also terminate on that date. You must personally submit, or appoint a power of attorney to submit, your conversion application to MetLife. For more

information about your basic life insurance conversion rights, contact your local benefit representative or human resources department.

### **Conversion rights – supplemental and dependent life insurance**

You may have the right to convert supplemental life insurance for you or your dependents to an individual policy insured by Prudential if coverage terminates for reasons other than non-payment of premium.

You can convert your supplemental life coverage if your employment ends or you transfer out of a covered class, or the company no longer offers coverage, but, on the date it ends, you must have been insured for five years for that coverage.

The maximum amount of coverage that you may convert cannot be more than your coverage amount when your insurance ends. But, if it ends because your coverage is no longer offered, the maximum amount of coverage that you may convert is the lesser of:

- The amount of coverage that was terminated, less any group life insurance you become eligible for in the next 31 days, and
- \$10,000 per insured person.

You can convert your dependent life coverage if your dependents' coverage ends because they are no longer eligible, or the company no longer offers dependent coverage, but, on the date it ends, your dependent coverage was in effect for at least five years (only applies if the coverage is terminated and not replaced).

The maximum amount of coverage that you may convert cannot be more than your coverage amount when your insurance ends. But, if it ends because your coverage is no longer offered, the maximum amount of coverage that you may convert is the lesser of:

- The amount of coverage that was terminated, less any group life insurance you become eligible for in the next 31 days, and
- \$10,000 per insured person.

You, or your dependents for dependent life, are not required to provide proof of insurability to convert coverage to an individual policy.

To convert coverage to an individual policy, you must submit an application to Prudential and pay your initial premium within the 31-day period following the date your or your dependents' coverage terminates or is reduced, or within 15 days after you have been given written notice of your conversion rights, if later.

For more information about your supplemental life insurance conversion rights, contact Prudential.

## **Conversion rights – AD&D insurance**

You do not have the right to convert your basic or any supplemental AD&D insurance to an individual policy when your AD&D insurance terminates or is reduced for any reason.

## **OTHER IMPORTANT INFORMATION**

Please refer to the *Flexible Benefits Eligibility for TCS Americas – District Offices* and the *Plan Administration* sections of the summary plan descriptions for information about:

- Eligibility
- How to enroll
- When coverage ends
- What rights you have if a claim is denied, and
- Important administrative information