# 24-HOUR ACCIDENTAL DEATH & DISMEMBERMENT

This summary plan description, or SPD, outlines the major provisions of DMBA's 24-Hour Accidental Death & Dismemberment (24-Hour AD&D) benefit plan as of January 1, 2024.

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### Key Points of the Plan

- You can choose up to \$400,000 in benefits.
- A limited benefit is available for your spouse and eligible dependent children.
- You pay the plan's entire cost; your employer does not contribute.
- The benefit is determined by the loss suffered and the benefit amount you've chosen.
- This plan covers you whether you're on or off the job, anywhere in the world, 24 hours a day.

### Eligibility and Enrollment

If you're an eligible employee, you may enroll in the 24-Hour AD&D benefit plan. This benefit plan is available even if you do not enroll in the basic benefits program. Benefits are available for your eligible dependents.

To enroll by paper form, complete the <u>24-Hour Accidental Death & Dismemberment</u> <u>Application</u> available from DMBA.

To enroll online, log in to <u>www.dmba.com</u>. Navigate to *My Plans* and under *My Benefit Information* select *Change My Enrollment*.

### Benefit

After you enroll, your effective date of coverage is the first day of the month following your application or signature date.

You may choose up to a \$400,000 benefit. Your benefit is determined by the loss you suffer and the amount you have chosen. See the tables at the end of this summary plan description (SPD) for more information about benefit levels and associated premiums.

If you choose one of the family plans, your dependents' benefit is based on a percentage of your benefit, as shown here:

Family plan without children	Spouse: 50%	
Family plan with children	Spouse: 40%	
	Each eligible child: 5%	
Family plan without spouse	Each eligible child: 15%	

Dependent children who are younger than 15 days are not eligible for the plan.

### Premiums

Your monthly premiums are determined by the benefit option and level you choose. See the monthly rates in the premium tables at the end of this SPD.



### Eligibility for Benefits

To be eligible for benefits, the loss must be the direct result of an accidental injury, be independent of all causes other than the accident, and occur within one year of the date of the original accident. Claims must be filed within one year of the accident that caused the loss, even if you're hopeful you will regain use of the limb, eye, etc.

Loss (or loss of use)	Amount payable	Payable to
Life	Full benefit	Primary beneficiary
Both hands, both feet, or sight of both eyes	Full benefit	You
One hand and one foot	Full benefit	You
One hand and sight of one eye	Full benefit	You
One foot and sight of one eye	Full benefit	You
Voice or hearing of both ears	Full benefit	You
One hand or one foot	One-half benefit	You
Sight of one eye	One-half benefit	You

If you suffer any of the losses listed below, you may be eligible for these benefits:

No more than the full benefit is paid for all losses caused by one accident.

### **Beneficiary Designation**

A completed valid <u>Beneficiary Form</u>, prescribed by DMBA, must be received by DMBA while you are still alive. The most recent valid beneficiary form on file will cancel all previous beneficiary designations.

If the beneficiary is a minor or otherwise not competent to give a valid release, a guardian or the authorized person designated to act on behalf of the minor must provide appropriate documentation designating them to act on their behalf. If documentation is not received, DMBA will hold the funds at simple interest until the minor is of age and requests the payment.

Because a named beneficiary may die or you may divorce and remarry, please review your beneficiaries on a regular basis to make sure they are current.

You may change your beneficiaries at any time on our website or in writing, on a valid beneficiary form prescribed by DMBA. We suggest you always provide an alternate beneficiary. To manage beneficiaries online, log in to <u>www.dmba.com</u>. Navigate to *My Plans* and under *My Benefit Information* select *Beneficiaries*.

DMBA can only release information to those you have named on an <u>Authorization to</u> <u>Disclose Retirement or Life & Accident Benefit Information</u> form.

### Payment of Claims

All benefits shall be paid as described in this section upon receipt of the information found in the *Filing Claims* section of this SPD.



#### Death of a spouse or dependent

When your covered spouse or dependent dies, benefits are payable to you if you are still living. Otherwise, benefits will be paid to your designated primary or alternate beneficiary. If you have not designated an alternate beneficiary, benefits will be paid to your estate.

#### Death of the employee

Upon your accidental death, benefits are paid to the primary beneficiary designated by you, in writing, on a valid *Beneficiary Form* prescribed by DMBA. The form must be received before the death occurs.

If you designated multiple primary beneficiaries and a primary beneficiary dies before you do but you didn't designate a new beneficiary, the benefit payment for the predeceased primary beneficiary is equally distributed among the remaining living primary beneficiaries. The same applies to predeceased alternate beneficiaries if no primary beneficiaries exist.

If no beneficiary has been designated at the time of death, or the beneficiary is no longer living before your death and a new beneficiary or alternate beneficiary has not been designated, benefits are paid to your estate.

If a trust is designated as your beneficiary, a full copy of the trust is required before payment can be made.

### **Eligible Dependents**

Your eligible dependents include your spouse and dependent children. Your spouse is the person to whom you are legally married.

For more information about spouses and eligible dependents, see your *Definitions* SPD.

### Exclusions

Benefits are not available for loss caused wholly or partly, directly or indirectly, by any of the following:

#### 1. War or political hostilities

1.1. War or act of war, or service in the military forces of any country at war, declared or undeclared

*War* includes hostilities made by force or arms by one country against another, or between countries or factions within a country, either with or without a formal declaration of war.

This exclusion does not apply while you are pursuing an assignment given and authorized by your employer that requires you to travel or reside outside your country of residence, except for routine commuting to and from work. Your dependents are also exempt from this provision if they travel or reside with you while you are pursuing such an assignment.



#### 2. Illness or treatment

2.1. Sickness, including mental or bodily infirmity, disease, hernia of any kind, bacterial infection (unless caused in connection with an eligible accidental injury), or medical and/or surgical treatment for any illness or disease

#### 3. Self-harm

- 3.1. Suicide or self-inflicted injuries
- 4. Crime commission
  - 4.1. Committing or attempting to commit an assault or felony
- 5. Flight crew travel or training
  - 5.1. Travel or flight on any aircraft in which the covered individual or the dependent is a pilot or other member of the crew, has duties relating to the aircraft or flight, or is flying in the course of any aviation training or instruction

### Filing Claims

If an accident causes your death, your beneficiary should do the following:

- 1. Inform DMBA and your employer of the death.
- 2. Obtain a copy of the death certificate.
- 3. Obtain copies of pertinent documents DMBA requests, such as police reports, eyewitness reports, and coroner reports.
- 4. Provide the death certificate and any requested documents to DMBA.

To receive benefits for dismemberment, you must

- 1. Inform DMBA and your employer of the dismemberment.
- 2. Obtain copies of pertinent documents DMBA requests, such as police reports, eyewitness reports, and a medical statement and clinic notes from your doctor outlining the loss and the circumstances surrounding the injury.
- 3. Provide the documents to DMBA.

### **Claims Review and Appeal Procedures**

You have the right to appeal DMBA's decision and adverse benefit determination (in whole or in part). This plan provides two levels of appeal. Should you believe that a claim for benefits has been determined inappropriately and not consistently with plan guidelines, you may request a full and fair review. You must do this within 60 days from the date of the initial benefit determination by filing a written request for review along with any additional information to DMBA:

Attn: Appeals DMBA P.O. Box 45530 Salt Lake City, UT 84145



If you continue to receive an adverse benefit determination after the first level of appeal, you have the right to submit a second level to appeal with additional supporting documentation to the same address.

The Claims Review Committee will review the second-level appeal at its next regularly scheduled committee meeting. We will provide you a written determination no later than five days after the committee meeting. If the second-level determination continues to uphold our previous decision (in whole or in part), or if you do not receive a timely decision, you have the right to bring a civil action under ERISA Section 502(a) within two years from the date of the second-level appeal determination notice. The appeal procedures are also described in the *General Information* SPD in the *Claims Review and Appeal Procedures* section. To find this SPD, log in to www.dmba.com. Navigate to *My Plans* and under *Summary Plan Descriptions (Handbooks)* select *General Information*.

### Notification of Discretionary Authority

DMBA is the plan administrator and, in its sole discretion, determines appropriate courses of action in light of the reason and purpose for which the plan is established and maintained. In particular, DMBA has full and sole discretionary authority to interpret and construe the terms of all plan documents, including but not limited to the following: resolve and clarify inconsistencies, ambiguities, and/or omissions in all plan documents; make determinations for all questions of eligibility for and entitlement to benefits; determine the status and rights of employees and other persons under this plan; make all interpretive and factual determinations as to whether any individual is entitled to receive any benefits under the splan; and determine the manner, time, and amount of payment of any benefits under this plan. Benefits will be paid under this plan only if the plan administrator decides in its sole discretion that the individual is entitled to them. All such interpretations and decisions by DMBA shall be final, binding and conclusive on the employees, the employees and any other parties affected thereby.

Any interpretation, determination, or other action of the plan administrator shall be given deference in the event the determination is subject to judicial review. Any review by a court of a final decision or action of plan administrator shall be based only on such evidence presented to or considered by DMBA at the time it made the decision that is the subject of the court's review. Accepting any benefits or making any claim for benefits under this plan constitutes agreement with and consent to any decisions that DMBA makes, in its sole discretion and, further, constitutes agreement to the limited and deferential scope of review described herein.

### Notification of Benefit Changes

DMBA is subject to the Employee Retirement Income Security Act (ERISA) and reserves the right to amend or terminate this plan at any time.



### Legal Notice

We have made every effort to accurately describe the benefits and ensure that information given to you is consistent with other benefit-related communications. However, if there is any discrepancy or conflict between information in this document and other plan materials, the terms outlined in the plan document will govern.

## Tables: 24-Hour AD&D Premiums by Benefit Level Effective April 1, 2018 (subject to change)

#### Single employee plan

Participant benefit	Monthly cost
\$20,000	\$0.36
\$30,000	\$0.54
\$40,000	\$0.72
\$60,000	\$1.08
\$80,000	\$1.44
\$100,000	\$1.80
\$120,000	\$2.16
\$140,000	\$2.52
\$160,000	\$2.88
\$180,000	\$3.24
\$200,000	\$3.60
\$300,000	\$5.40
\$400,000	\$7.20

#### Family plan with children

Participant benefit	Spouse benefit	Each child benefit	Monthly cost
\$20,000	\$8,000	\$1,000	\$0.56
\$30,000	\$12,000	\$1,500	\$0.84
\$40,000	\$16,000	\$2,000	\$1.12
\$60,000	\$24,000	\$3,000	\$1.68
\$80,000	\$32,000	\$4,000	\$2.24
\$100,000	\$40,000	\$5,000	\$2.80
\$120,000	\$48,000	\$6,000	\$3.36
\$140,000	\$56,000	\$7,000	\$3.92
\$160,000	\$64,000	\$8,000	\$4.48
\$180,000	\$72,000	\$9,000	\$5.04
\$200,000	\$80,000	\$10,000	\$5.60
\$300,000	\$120,000	\$15,000	\$8.40
\$400,000	\$160,000	\$20,000	\$11.20



### Family plan without children

Participant benefit	Spouse benefit	Monthly cost
\$20,000	\$10,000	\$0.52
\$30,000	\$15,000	\$0.78
\$40,000	\$20,000	\$1.04
\$60,000	\$30,000	\$1.56
\$80,000	\$40,000	\$2.08
\$100,000	\$50,000	\$2.60
\$120,000	\$60,000	\$3.12
\$140,000	\$70,000	\$3.64
\$160,000	\$80,000	\$4.16
\$180,000	\$90,000	\$4.68
\$200,000	\$100,000	\$5.20
\$300,000	\$150,000	\$7.80
\$400,000	\$200,000	\$10.40

### Family plan without spouse

Participant benefit	Each child benefit	Monthly cost
\$20,000	\$3,000	\$0.52
\$30,000	\$4,500	\$0.78
\$40,000	\$6,000	\$1.04
\$60,000	\$9,000	\$1.56
\$80,000	\$12,000	\$2.08
\$100,000	\$15,000	\$2.60
\$120,000	\$18,000	\$3.12
\$140,000	\$21,000	\$3.64
\$160,000	\$24,000	\$4.16
\$180,000	\$27,000	\$4.68
\$200,000	\$30,000	\$5.20
\$300,000	\$45,000	\$7.80
\$400,000	\$60,000	\$10.40

