

OCCUPATIONAL ACCIDENTAL DEATH & DISMEMBERMENT

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

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Key Points of the Plan

- The maximum benefit available for all losses caused by one accident while on the job is \$100,000.
- Full-time employees who enroll in a basic benefits program within 30 days of becoming eligible are automatically enrolled.
- This plan provides coverage if you die or become dismembered in an accident that occurs while you're on the job with a participating employer.
- Coverage is available to you as an eligible employee; it does not cover your spouse or dependent children.

- The premium is included with basic benefits.

Eligibility and Enrollment

If you're a full-time employee and you enroll in DMBA's basic benefits program within 30 days of becoming eligible, you are automatically enrolled in the OAD&D benefit plan. Your coverage is effective on your eligibility date.

If you don't enroll within 30 days of becoming eligible but would like to enroll later, you must apply and qualify for the Group Term Life (GTL) since these two plans are bundled in a single premium. You must also meet DMBA's health standards.

If you are approved, your OAD&D coverage becomes effective the first day of the month after your application is approved.

This plan is available only to you as the employee. Your spouse and dependent children are not eligible.

Benefit

The maximum benefit available for all losses caused by one accident while on the job is \$100,000. This is in addition to workers' compensation benefits and all other insurance benefits.

Premiums

Your monthly premium is included in the premium for your basic benefits.

Eligibility for Benefits

To be eligible for benefits, the loss must be the direct result of work-related accidental injury, be independent of all causes other than the work-related accident, and occur within one year 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.

If you suffer any of the losses listed below while performing the duties of your job, you may be eligible for these benefits:

Loss (or loss of use)	Amount payable	Payable to
Life	\$100,000	Primary beneficiary
Both hands, both feet, or sight of both eyes	\$100,000	You
One hand and one foot	\$100,000	You
One hand and sight of one eye	\$100,000	You
One foot and sight of one eye	\$100,000	You
Voice or hearing of both ears	\$100,000	You
One hand or one foot	\$50,000	You
Sight of one eye	\$50,000	You

Beneficiary Designation

A completed valid [Beneficiary Form](#), 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 www.dmba.com. Navigate to *My Plans* and under *My Benefit Information* select *Beneficiaries*.

DMBA can only release information to those you have named on an [Authorization to Disclose Retirement or Life & Accident Benefit Information](#) form.

Payment of Claims

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

Death of the employee

Upon your work-related 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 at the time of your death and a new beneficiary or an 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.

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 of your country of residence, except for routine commuting to and from work.

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. Commuting

- 4.1. Accidents that occur while you are traveling to or from work

5. Off-duty workplace incidents

- 5.1. Accidents that occur while you are not performing your duties of employment

Filing Claims

If a work-related accident causes your death, your beneficiary should do the following:

1. Inform DMBA 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 do the following:

1. Inform DMBA 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 terms of this plan; 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 employers, 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.