

# RETIREE GROUP TERM LIFE

This summary plan description, or SPD, outlines the major provisions of DMBA's Retiree Group Term Life (RGTL) plan as of January 1, 2024.

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## Key Points of the Plan

- As a retiree, your benefit is \$12,000.
- This benefit is available to you as the retiree; it does not cover your spouse or dependent children.
- To qualify, you must be at least 55 years old and have 10 years of eligible credit.
- To enroll, complete the [Retiree Benefit Enrollment Form](#) when you retire.

## Eligibility and Enrollment

When you retire, log in to [www.dmba.com](http://www.dmba.com) and apply for RGTL as part of your online retirement application or complete the [Retiree Benefit Enrollment Form](#) from the [Forms Library](#).

RGTL is included as a part of your basic benefits, as long as

- you were enrolled in Group Term Life (GTL) for at least 12 months before you retired, and

- you are at least 55 years old and have 10 years of eligible credit in DMBA's benefit program.

You can enroll in RGTL without being enrolled in a medical plan.

If you don't enroll at the time you retire, you cannot enroll in the future.

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

## Benefit

As a retiree, your benefit level is \$12,000 if you meet the eligibility requirements and enroll.

## Beneficiary Designation

A completed valid beneficiary form, prescribed by DMBA, must be received by DMBA before your death. The most recent valid beneficiary form on file will cancel all previous beneficiary designations.

If your beneficiary is a minor or otherwise not competent to give a valid release, a guardian or authorized person must provide appropriate documentation designating them to act on their behalf. If documentation is not received, we 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, you should 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 with 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](http://www.dmba.com). Navigate to *My Plans* and under *My Benefit Information* select *Beneficiaries*.

## Payment of Claims

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

When you die, benefits are paid to the primary beneficiary you designated in writing on a valid beneficiary form prescribed by DMBA and submitted to us before your death. We can only release information to your designated primary beneficiary.

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 you have not designated beneficiaries before your death, or the beneficiaries die before you do, benefits are paid to your estate.

If a beneficiary dies within 15 days after your death, benefits are paid as if that beneficiary had died prior to your death.

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

## Exclusions

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

### 1. War

- 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, with or without a formal declaration of war.

### 2. Suicide

- 2.1. Suicide, unless the benefit was in force for at least two years

## Filing Claims

To receive benefits, your beneficiary must do the following:

1. Inform DMBA of the death.
2. Complete the forms in the packet we send.
3. Obtain a copy of the death certificate.
4. Return the completed forms and death certificate 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](http://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.*