

Summary Plan Description



IMPORTANT BENEFITS INFORMATION

AT&T Eligible Former Employee Group Life Insurance Program for Bargained Employees

This summary plan description (SPD) is an update to the AT&T Group Life Insurance Program (a component program of the AT&T Umbrella Benefit Plan No. 1) and the AT&T Supplementary Group Life Insurance Program (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.

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

NIN: 78-27163

IMPORTANT INFORMATION

In all cases, the official Plan documents govern and are the final authority on Plan terms. If there are discrepancies between the information in this summary plan description (SPD) and the Plan documents, the Plan documents will control. AT&T reserves the right to terminate or amend any and all of its employee benefits plans or programs, at any time for any reason. Participation in the Plan is neither a contract, nor a guarantee 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 "Eligibility and Participation" 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 "Contact Information" section for more information on how to contact the Eligibility and Enrollment Vendor.

What Action Do I Need to Take?

You should review this SPD.

What has Changed?

This SPD describes Benefits as of April 1, 2013. 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:

- Common language and format updates throughout the SPD to be consistent with other recently published SPDs
- Recent bargaining changes incorporated throughout the SPD
- Official Program name changes, effective Jan. 1, 2013, in the "Using This Summary Plan Description" section
- Common "Facility of Payment" sections throughout the SPD for all Eligible Former Employees who die without a Beneficiary designation

- Updates and movement of Participating Companies and Bargaining Units to *Appendix A*, and revised the “Eligibility and Participation” section accordingly
- Added current contributions in *Appendix B*

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 to 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’s details. Also, throughout this SPD, there are cross-references to other sections in the SPD. Please consult the Table of Contents to help you locate these cross-referenced sections.

Also, keep your SPDs and SMMs for future reference. They are your primary resource for questions about the Program.

Questions?

If you have questions regarding information in this SPD, call the Eligibility and Enrollment Vendor listed in the “Contact Information” section.

USING THIS SUMMARY PLAN DESCRIPTION

KEY POINTS

- *This document is a summary plan description (SPD) for the Program. It is effective April 1, 2013. It replaces all previously issued Plan documents, SPDs and summaries of material modifications (SMMs). This SPD, along with the Plan documents for the AT&T Umbrella Benefit Plan No. 1 and AT&T Umbrella Benefit Plan No. 2 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. 1 and AT&T Umbrella Benefit Plan No. 2.*
- *Program collectively refers to the AT&T Group Life Insurance Program (a component program of the AT&T Umbrella Benefit Plan No. 1) and the AT&T Supplementary Group Life Insurance Program (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 (a component program of the AT&T Umbrella Benefit Plan No. 1) and the AT&T Supplementary Group Life Insurance Program (a component program of the AT&T Umbrella Benefit Plan No. 2). The Plan was established on Jan. 1, 2001, 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* for the list of Participating Company and former Participating Company 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.

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Appendix A: Participating Companies and Former Participating Companies

Appendix B: Contribution Rate Tables

Appendix C: Eligible Former Employees

Appendix D: Amount of Basic Life Insurance for Eligible Former Employees With a Termination of Employment Before Aug. 7, 1977

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ELIGIBILITY AND PARTICIPATION

KEY POINTS

- *This section summarizes the eligibility rules for Eligible Former Employees.*
- *You are eligible for coverage upon meeting the eligibility requirements (including the waiting period) described in this section.*
- *Your eligibility rules are based on your former Employer and employment classification, service history, and disability status, as applicable.*
- *Review the “Enrollment and Changes to Your Coverage” 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

	Eligibility Rules
Eligible Former Employees	
You are an Eligible Former Employee if...	<p>You...</p> <p>(1) Are an Eligible Former Employee of a Participating Company listed in <i>Appendix A</i>, and</p> <p>(2) Are in an Employee Group listed in <i>Appendix A</i>, and</p> <p>(3) Meet a definition of Eligible Former Employee in <i>Appendix C</i>.</p> <p>You are also not eligible to participate in the Program if you are specifically excluded under any of the special rules in this section.</p>
Waiting Period	None. Coverage begins on the first day of the month following your Termination of Employment.

Eligibility Rules	
Special Rules	<p>You are not eligible for Basic Life Insurance under the Program if you are any of the following</p> <ul style="list-style-type: none"> • Bargained Employees of AT&T Services, Inc. - CWA District 9 (SBLD), SBC Long Distance, LLC - CWA District 9 or Southwestern Bell Advertising Group, Inc. hired on or after Jan. 1, 2007 • Bargained Employees of AT&T Services, Inc. - National Internet Contract - Tier 1, SBC Internet Services, LLC - National Internet Contract - Tier 1, Stevens Graphics, Inc., and Employees in the Customer Consultant job title under the AT&T Midwest Core Contract - IBEW Local 21 • Bargained Employees of AT&T Video Services, Inc. hired or rehired on or after Aug. 29, 2004 • Bargained Employees of AT&T Mobility Services LLC - IBEW 1547 hired, rehired or transferred on or after Jan. 1, 2012 • Bargained Employees of AT&T Mobility (except IBEW Local 1547) hired or rehired on or after April 1, 2013; Bargained Employees (and Nonmanagement Nonunion Employees who receive the same Benefits) of Pacific Bell Directory - IBEW 2139 with a Termination of Employment on or after Jan. 1, 2010 • Bargained Employees of BellSouth Telecommunications, LLC (National Directory & Customer Assistance and Utility Operations) - CWA District 3
Special Rules (continued)	<p>You are not eligible for Supplemental Life Insurance under the Program if you are any of the following</p> <ul style="list-style-type: none"> • Bargained Employees of AT&T Southeast with a Termination of Employment before Jan. 1, 2011 • Bargained Employees of Stevens Graphics, Inc. with a Termination of Employment before Jan. 1, 2008 <p>You are not eligible for the Program if you are any of the following</p> <ul style="list-style-type: none"> • AT&T Mobility Services LLC - CWA District 6 with a Termination of Employment before April 1, 2013 • Bargained Employees of AT&T Mobility (except CWA District 6 and IBEW Local 1547) hired or rehired on or after Jan. 1, 2008 with a Termination of Employment before April 1, 2013

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 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 *Appendix A* and if you meet the eligibility requirements noted in the *Eligibility at a Glance* table.

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 "Enrollment and Changes to Your Coverage" 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.

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 “Contact Information” section for contact 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.*
- *You do not need to enroll for Basic Life Insurance; coverage automatically begins on your effective date with no Evidence of Insurability (EOI) required.*
- *You must enroll yourself if you want additional Supplemental Life Insurance, if you are eligible.*
- *There are timeframes for enrolling in coverage. You must act within the time provided.*
- *The coverage types and amounts you choose determine your contribution cost.*

Enrollment at a Glance

The *Enrollment at a Glance* table indicates the enrollment opportunities for which you are eligible, as well as the timeframes for electing coverage. 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 “How to File a Claim for Eligibility” section for information.

	Enrollment Benefits
Basic Life Insurance	
Enrollment	Enrollment is automatic.
Effective Date of Coverage	Coverage begins on the date you become an Eligible Former Employee.
Evidence of Insurability (EOI)	None

Enrollment Benefits	
Supplemental Life Insurance	
Enrollment	If you are eligible to continue coverage as an Eligible Former Employee, coverage is automatic if you have Supplemental Life Insurance at Termination of Employment and you are younger than 65. Certain Employee Groups may be eligible to increase Supplemental Life Insurance coverage within 31 days of Termination of Employment by an additional one times Pay without submitting Evidence of Insurability. See the "Supplemental Life Insurance at a Glance" table for coverage amounts.
Evidence of Insurability (EOI) - Newly Eligible Employees	None
Effective Date of Coverage - Newly Eligible	Coverage begins on the first of the month following Termination of Employment.

Enrollment Rules for You

Enrollment for Eligible Former Employees is automatic.

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 increase their existing coverage, and in some cases elect coverage. Coverage can continue until you reach age 65 and for certain Eligible Former Employees of AT&T West, beyond 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, Spouse Life Insurance or Child Life Insurance after active employment ends.

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.

CONTRIBUTIONS

KEY POINTS

- *This section gives an overview of coverage costs and how contributions are determined. See Appendix B for a listing of current contributions.*
- *The Company provides at no cost to you Basic Life Insurance. You pay the cost for all other coverage in which you enroll.*
- *Supplemental Life Insurance contributions are paid 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. You pay the cost of the Supplemental Life Insurance. Monthly contributions for Supplemental Life Insurance are paid on an after-tax basis. Contribution rates may change annually.

How Contributions Are Determined

Current contribution amounts can be found in *Appendix B*.

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 "Conversion" 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.

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 "Eligibility and Participation" and "Enrollment and Changes to Your Coverage" sections for more information on eligibility for Basic Life Insurance.*
- *See the "Naming a Beneficiary" 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

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

- Eligible Former Bargained Employees of AT&T Mobility (except IBEW Local 1547), see **Table 3**
- Eligible Former Bargained Employees of AT&T Southeast, see **Table 2**

- Eligible Former Nonmanagement Nonunion Employees of Berry Network, Inc. or L.M. Berry and Company hired on or after June 1, 2008, see **Table 2**
- All other Eligible Former Bargained Employees, see **Table 1**
- Eligible Former Nonmanagement Nonunion Employees of AT&T Corp. hired before Aug. 9, 2009, AT&T Midwest (except SBC Global Services, Inc.), AT&T Southwest (except AT&T Video Services, Inc. and Southwestern Bell Advertising Group, Inc.) or AT&T West (except PBD Holdings (d/b/a AT&T Digital Graphics ADvantage)), see **Table 1**

Basic Life Insurance at a Glance - Table 1

	Benefits
Coverage Amounts	<p>\$15,000</p> <p>Eligible Employees in the following Bargaining Units (or Nonmanagement Nonunion Employees who receive the same Benefits)</p> <ul style="list-style-type: none"> • Ameritech Publishing, Inc. - CWA District 4 • AT&T Messaging, LLC - CWA District 6 • Pacific Bell Directory - IBEW Local 1269 • PBD Holdings (d/b/a AT&T Digital Graphics ADvantage), - IBEW Local 1269 • SBC Global Services, Inc. - IBEW Local 58 (Appendix E to the AT&T Midwest Core Contract) • Southwestern Bell Yellow Pages, Inc. - CWA District 6 <p>Eligible Employees in the following Bargaining Units who</p> <ul style="list-style-type: none"> • are hired before Jan. 1, 2007, and • have a Termination of Employment on or after July 1, 2005, with less than 20 years of Term of Employment as of June 30, 2005 <p>SBC Global Services, Inc. - CWA District 9 (Appendix D to the AT&T West Core Contract - CWA District 9)</p> <p>AT&T Services, Inc. - CWA District 9 (SBLD)</p> <p>AT&T Services, Inc. - National Internet Contract - Tier 2</p> <p>SBC Internet Services, LLC - National Internet Contract - Tier 2</p> <p>SBC Long Distance, LLC - CWA District 9</p> <p>Southwestern Bell Advertising Group, Inc. - CWA District 7</p>

	Benefits
Coverage Amounts (continued)	<p>15,000</p> <p>Eligible Employees in the following Bargaining Units (or Nonmanagement Nonunion Employees who receive the same Benefits) who are</p> <ul style="list-style-type: none"> • hired or rehired on or after Aug. 8, 2009, or • a Regular Limited Term Employee or Temporary Employee on Aug. 8, 2009 and later reclassified as a Regular Employee <p>AT&T Corp. Core Contract - CWA</p> <p>AT&T Corp. Core Contract - IBEW (<i>Legacy T Appendix</i> to the AT&T Midwest Core IBEW Contract)</p> <p>AT&T East Core Contract - CWA District 1</p> <p>AT&T Midwest Core Contract - CWA District 4 (including <i>Appendix G</i>)</p> <p>AT&T Midwest Core Contract - IBEW Local 21 (including <i>Appendices D and F</i>)</p> <p>AT&T of Puerto Rico, Inc. - CWA District 3</p> <p>AT&T Southwest Core Contract - CWA District 6</p> <p>AT&T West Core Contract - CWA District 9</p> <p>SBC Global Services, Inc., COS - CWA District 4</p> <p>Pacific Bell Telephone Company - IBEW Local 1269</p> <p>Pacific Bell Telephone Company - TIU Local 103</p> <p>SNET Information Services, Inc. - CWA District 1</p> <p>Eligible Employees in the following Bargaining Unit (or Nonmanagement Nonunion Employees who receive the same Benefits) with a Termination of Employment before Jan. 1, 2010</p> <ul style="list-style-type: none"> • Pacific Bell Directory - IBEW Local 2139
	<p>1 Times Pay (subject to age-based reductions)</p> <p>Eligible Employees in the following Bargaining Units hired or rehired before Aug. 29, 2004</p> <ul style="list-style-type: none"> • AT&T Video Services, Inc. - CWA District 6 <p>Eligible Employees in the following Bargaining Units</p> <ul style="list-style-type: none"> • AT&T Services, Inc. - IBEW Local 21 (SBLD) • SBC Long Distance, LLC - IBEW Local 21 <p>Eligible Employees in the following Bargaining Units who</p> <ul style="list-style-type: none"> • are hired before Jan. 1, 2007, and • have a Termination of Employment before July 1, 2005 or • have a Termination of Employment on or after July 1, 2005 with 20 or more years of Term of Employment as of June 30, 2005 <p>SBC Global Services, Inc. - CWA District 9 (<i>Appendix D</i> to the AT&T West Core Contract)</p> <p>AT&T Services, Inc. - National Internet Contract - Tier 2</p> <p>AT&T Services, Inc. - CWA District 9 (SBLD)</p> <p>SBC Internet Services, LLC - National Internet Contract - Tier 2</p> <p>SBC Long Distance, LLC - CWA District 9</p> <p>Southwestern Bell Advertising Group, Inc. - CWA District 7</p>

Benefits	
	<p>1 Times Pay Determined as of Dec. 31, 2009 (subject to age-based reductions)</p> <p>Eligible Employees in the following Bargaining Units (or Nonmanagement Nonunion Employees who receive the same Benefits) who are hired or rehired before Aug. 8, 2009</p> <ul style="list-style-type: none"> • AT&T Corp. Core Contract - CWA • AT&T Corp. Core Contract - IBEW (<i>Legacy T Appendix</i> to the AT&T Midwest Core IBEW Contract) • AT&T East Core Contract - CWA District 1 • AT&T Midwest Core Contract - CWA District 4 (including <i>Appendix G</i>) • AT&T Midwest Core Contract - IBEW Local 21 (including <i>Appendices D and F</i>) • AT&T of Puerto Rico, Inc. - CWA District 3 • AT&T Southwest Core Contract - CWA District 6 • AT&T West Core Contract - CWA District 9 • SBC Global Services, Inc., COS - CWA District 4 • Pacific Bell Telephone Company - IBEW Local 1269 • Pacific Bell Telephone Company - TIU Local 103 • SNET Information Services, Inc.- CWA District 1
Maximum / Minimum Benefit	\$7,000,000 maximum (Basic Life and Supplemental Life combined)
Reduction Schedule	<p>\$15,000</p> <p>No reduction</p> <p>1 times Pay</p> <p>If you terminated employment before Aug. 7, 1977, your Basic Life Insurance as an Eligible Former Employee is currently 50% of its original amount. See <i>Appendix D</i> for more information. If you terminated employment on or after Aug. 7, 1977, basic coverage reduces 10% each year beginning at age 66 until Eligible Former Employee reaches age 70. Coverage is then capped at 50% of the original amount.</p> <p>Reductions take effect the first of the month following the date the Eligible Former Employee reaches limiting age.</p>
Accelerated Death Benefit (ADB)	75% maximum (or \$1 million); 25% minimum (Basic Life and Supplemental Life combined) 24-month life expectancy
Facility of Payment	If you die without a Beneficiary, your Benefit will be paid in accordance with the AT&T Rules for Employee Beneficiary Designations.

Tables continue on next page

Basic Life Insurance at a Glance - Table 2

	Benefits
Coverage Amounts	<p>\$15,000</p> <p>Termination of Employment on or after Jan. 1, 1992</p> <p>1 Times Pay (subject to age-based reductions)</p> <p>Termination of Employment before Jan. 1, 1992</p> <p><i>Note: Bargained Employees of BellSouth Telecommunications, LLC (National Directory & Directory Assistance and Utility Operations) and Stephens Graphics, Inc. are not eligible for Basic Life Insurance upon Termination of Employment.</i></p>
Maximum / Minimum Benefit	<p>\$7,000,000 maximum</p> <p>(Basic Life and Supplemental Life combined)</p>
Reduction Schedule	<p>\$15,000</p> <p>No reduction</p> <p>1 Times Pay</p> <p>If you terminated employment before Aug. 7, 1977, your Basic Life Insurance as an Eligible Former Employee is currently 50% of its original amount. See <i>Appendix D</i> for more information. If you terminated employment on or after Aug. 7, 1977, Basic Life Insurance reduces 10% each year, beginning at age 66, until Eligible Former Employee reaches age 70. Coverage is then capped at 50% of the original amount.</p> <p>Reductions take effect the first of the month following the date the Eligible Former Employee reaches limiting age.</p>
Accelerated Death Benefit (ADB)	<p>75% maximum (or \$1 million); 25% minimum</p> <p>(Basic Life and Supplemental Life combined)</p> <p>24-month life expectancy</p>
Facility of Payment	<p>If you die without a Beneficiary, your Benefit will be paid in accordance with the AT&T Rules for Employee Beneficiary Designations.</p>

Basic Life Insurance at a Glance - Table 3

	Benefits
Coverage Amounts	<p>\$15,000</p> <p>If a "Transition Group 2 Employee - Cingular Wireless" has less than 20 years Term of Employment as of Dec. 31, 2007</p> <p>The Amount of Basic Life Insurance in Effect on Your Termination of Employment (subject to age-based reductions)</p> <ul style="list-style-type: none"> • If a "Transition Group 2 Employee - Cingular Wireless" has 20 or more years Term of Employment as of Dec. 31, 2007 • If as "Transition Group 2 Employee - Cingular Wireless" terminates employment on or before Dec. 31, 2007
Maximum / Minimum Benefit	<p>\$7,000,000 maximum</p> <p>(Basic Life and Supplemental Life combined)</p>

	Benefits
Reduction Schedule	<p>\$15,000</p> <p>No reduction</p> <p>The Amount of Basic Life Insurance in Effect on Your Termination of Employment</p> <p>Coverage reduces 10% each year, beginning at age 66, until Eligible Former Employee reaches age 70. Coverage is then capped at 50% of the original amount.</p> <p>Reductions take effect the first of the month following the date the Eligible Former Employee reaches limiting age.</p>
Accelerated Death Benefit (ADB)	<p>75% maximum (or \$1 million); 25% minimum (Basic Life and Supplemental Life combined)</p> <p>24-month life expectancy</p>
Facility of Payment	<p>If you die without a Beneficiary, your Benefit will be paid in accordance with the AT&T Rules for Employee Beneficiary Designations.</p>

Coverage Amount

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

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* tables.

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 “Claims Procedures” 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 "Assignment of Benefits" 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 "Claims Procedures" 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 *Benefits at a Glance* tables.

Situations Affecting Your Coverage

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

SUPPLEMENTAL LIFE INSURANCE

KEY POINTS

- *Supplemental Life Insurance offers additional life insurance beyond Basic Life Insurance.*
- *Coverage is optional. If you are eligible to continue coverage, coverage is automatic. Certain Employee Groups may be eligible to increase Supplemental Life Insurance. Important enrollment deadlines apply. See the "Enrollment and Changes to Your Coverage" section for more information.*
- *You pay the full cost of this coverage. See the "Contributions" section for more 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	<p>The amount of Supplemental Life Insurance in effect on your Termination of Employment.</p> <p>If Eligible Former Employee is younger than 65 at Termination of Employment, then eligible to increase current coverage amount by one times without EOI.</p> <p>You are not Eligible for Supplemental Life Insurance if you are one of the following</p> <ul style="list-style-type: none"> • Eligible Former Bargained Employees of AT&T Southeast with a Termination of Employment before Jan. 1, 2011 • Eligible Former Bargained Employees of Stevens Graphics, Inc. with a Termination of Employment before Jan. 1, 2008 • Transition Groups 3 and 4 Employees - Cingular Wireless with a Termination of Employment before April 1, 2013
Maximum / Minimum Benefit	<p>\$7,000,000 maximum (Basic Life and Supplemental Life combined)</p>
Reduction Schedule	<p>Supplemental Life Insurance coverage is not subject to age-based reductions.</p>
Accelerated Death Benefit (ADB)	<p>75% maximum (or \$1 million); 25% minimum (Basic Life and Supplemental Life combined)</p> <p>24-month life expectancy</p>
Portability and Conversion Options	<p>Supplemental Life Insurance coverage may be converted or ported. See the "Portability" and "Conversion" sections.</p>
Facility of Payment	<p>If you die without a Beneficiary, your Benefit will be paid in accordance with the AT&T Rules for Employee Beneficiary Designations.</p>

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 "Enrollment and Changes to Your Coverage" 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 "Claims Procedures" 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 "Assignment of Benefits" 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 "Claims Procedures" 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 *Benefits at a Glance* table.

Situations Affecting Your Coverage

Certain situations may affect your Supplemental Life Insurance. See the "Situations Affecting Your Coverage" 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 enrollment in the Program is denied, you or your Beneficiary may file a written Claim for Eligibility with the Eligibility and Enrollment Vendor.*
- *If your request for payment of Benefits is denied or partially denied, you or your Beneficiary may file a written Claim for Benefits with 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. However, you or your Beneficiary must exhaust all of the Program's Claims and Appeals procedures before filing a lawsuit.*

You, 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

KEY POINTS

- *If enrollment in the Program is denied, you may file a written Claim for Eligibility with the Eligibility and Enrollment Vendor.*
- *If your Claim for Eligibility is denied, you may appeal the decision within 180 days of receipt of the denial notice.*
- *You or your Beneficiary must exhaust all Appeal processes offered by the Program before filing a lawsuit.*

➤ *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.

When to File a Claim for Eligibility

If you attempt to enroll or attempt to participate in the Program and are told you 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, 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

KEY POINTS

- *If your request for payment is denied, you may file a written Claim for Benefits with the Insurance Company.*
- *If your Claim for Benefits is denied, you may appeal the decision within 180 days of receipt of the denial notice.*
- *You must exhaust all Appeal processes offered by the Program before filing a lawsuit.*
- *You should:*
 - Keep your Claim filing and Claim denial notices and statements.
 - File your Appeal within the time limit.
 - Follow your Appeal’s progress and provide any additional information that the Insurance Company requests within the time limit for response.

If 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 "Contact Information" 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 "Claims for Eligibility" 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

KEY POINTS

- 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.
- Generally, you will receive a final determination regarding your Appeal within 60 days of receipt of your Appeal by the Insurance Company.
- You may not file a lawsuit against the Plan until you complete the Appeal process.

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 "Importance of Exhausting Administrative Remedies" 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 “ERISA Rights of Participants” 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 have certain changes in your life.*
- *Depending on the change or event, your coverage may end or continue for a limited period of time.*
- *You may need to submit additional information to continue coverage.*
- *In certain situations, you may have the opportunity to continue coverage through an individual policy. See the “When Coverage Ends” 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
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	Impact
Situation	
If You Assign Your Benefits	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.
If You Marry or Establish a Partner Relationship	Consider updating your Beneficiary designation.
If You Divorce or End Your Partner Relationship	Consider updating your Beneficiary designation.
If You Do Not Make the Required Contributions	<p>Basic Life: No effect on coverage.</p> <p>Supplemental Life: Coverage will be canceled and cannot be reinstated.</p>
If You Are on Long-Term Disability	<p>Basic Life: Coverage continues for up to three years at no cost to you provided you continue to be a Long-term Disability Recipient.</p> <p>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.</p>
If Your Employment Ends Before Age 65	<p>Basic Life: You may be eligible for coverage as an Eligible Former Employee.</p> <p>Supplemental Life: You may be eligible for coverage as an Eligible Former Employee. 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.</p> <p>If you choose not to continue coverage as an Eligible Former Employee or are not an Eligible Former Employee, coverage ends on the last day of the month upon Termination of Employment.</p>
If Your Employment Ends on or After Age 65	<p>Basic Life: You may be eligible for coverage as an Eligible Former Employee.</p> <p>Supplemental Life: Coverage ends on the last day of the month upon Termination of Employment, except for Eligible Former Employees of AT&T West who, with Termination of Employment before the dates below, may continue Supplemental Life beyond age 65.</p> <p>AT&T West Core Contract - July 1, 2001</p> <p>Pacific Bell - IBEW Local 1269 - Jan. 1, 2002</p> <p>Pacific Bell - TIU - Jan. 1, 2002</p> <p>Pacific Bell Directory - IBEW Local 1269 - Jan. 1, 2004</p> <p>Pacific Bell Directory - IBEW Local 2139 - Jan. 1, 2004</p>
If You Die	When you die, your Beneficiary should call the Beneficiary Designation Administrator to report your death.
If Program Ends	Coverage ends the day the Program ends.

	Impact
If Program Is No Longer Offered to Your Employee Group	Coverage ends the day your Employee Group is no longer eligible for the Program.

WHEN COVERAGE ENDS

KEY POINTS

- *In general, all your Program Benefits will end on the earliest of when: you are no longer considered an Eligible Former Employee, you stop making the required contributions for optional coverage or you die.*
- *You may be able to continue some insurance coverage. See the "Conversion" and "Portability" sections for details.*

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 "Conversion" or "Portability" sections for additional information.

For Eligible Former Employees

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

- The day you die
- The end of the period for which contributions have been paid in full
- The day your former Employer or Employee Group is no longer eligible for the Program
- The day the Program ends.

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.

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 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.
- The coverage would be under a renewable group portable term policy. Your cost for coverage is based on your current age and differs from the Program contributions you paid. Coverage would start to reduce at age 70 and end at age 80.
- 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, if your coverage ends, including when you are no longer eligible for Supplemental Life Insurance due to your age.

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

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 or Supplemental Life Insurance ends, you may convert your coverage to an individual policy offered by the Insurance Company.*
- *You can convert any amount, up to the full amount of coverage under the Program.*
- *Basic Life Insurance or Supplemental Life Insurance may be converted. You can choose to convert coverage for one or both.*
- *To convert 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 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 or Supplemental Life Insurance.

What Is Conversion?

When your Basic Life Insurance or Supplemental Life Insurance ends, you 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, including when you are no longer eligible for Supplemental Life Insurance due to your age.

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

Note: You cannot convert Basic Life Insurance that ends due to age-based reductions.

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 *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 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. If you are an Eligible Former Employee and your mailing address or contact information changes, you must promptly report your address change. See the "Contact Information" section for information on how to keep your address current.

Plan Information

Other Plan Information	
Plan Name	AT&T Umbrella Benefit Plan No. 1 AT&T Umbrella Benefit Plan No. 2
Program Name	AT&T Group Life Insurance Program AT&T Supplementary Group Life Insurance Program

Other Plan Information	
Plan Number	600 601
Plan Sponsor/Employer Identification Number (EIN)	AT&T Inc. 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. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333
Agent for Service of Legal Process	AT&T Services, Inc. P.O. Box 132160 Dallas, TX 75313-2160 Service of legal process may also be made upon a Plan 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 All Other VEBAs Mellon Trust 135 Santilli Highway AIM 026-0313 Everett, MA 02149-1950 AT&T Midwest Retirement Funding Accounts MetLife Group Life Claims P.O. Box 6100 Scranton, PA 18505-6100

Other Plan Information	
Plan Funding	<p>The Company pays the premiums for Basic Life Insurance benefits. Supplemental Life Insurance is paid for by Eligible Former Employee contributions. Coverage is offered under fully insured policies issued by the Insurance Company.</p> <p>Basic Life Insurance may be paid in part through the use of Retirement Funding Accounts at the Insurance Company or 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.</p> <p>Supplemental Life Insurance may be funded in part through the use of Premium Stabilization Reserves at the Insurance Company, to pay for any difference between retired Eligible Former Employee contributions and the amount stated in the insurance policies.</p>
Plan Records	All Plan records are kept on a calendar year basis, beginning Jan. 1 and ending Dec. 31.
Insurance	<p>MetLife Group Life Claims</p> <p>P.O. Box 6100</p> <p>Scranton, PA 18505-6100</p>

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 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.

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.

You can change your Beneficiary(ies) at any time. See the Beneficiary Designation Administrator in the "Contact Information" section for details about how to change your Beneficiary designation, and refer to the separate AT&T Rules for Employee Beneficiary Designations SPD 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 "Situations Affecting Your Coverage" 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 "Contact Information" 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 Plan Information table in the “Plan Information” section. 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

Contact Information	
Vendor	
Name	AT&T Benefits Center
Type	Life Insurance
Services Provided	For information regarding eligibility, enrollment or cost of coverage, contact the AT&T Benefits Center.
Vendor Contact Numbers	
Contact Numbers Information	To access 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.
Domestic Phone Number	877-722-0020
International Phone Number	847-883-0866
Vendor Hours of Operation	

Contact Information	
Hours of Operation	<p>Service Center: Monday through Friday from 7 a.m. to 7 p.m. Central time</p> <p>IVR System: An interactive voice response 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).</p>
Vendor Web	
Web Access Information	To access the website, you will need your AT&T Benefits Center user ID and password.
Website	resources.hewitt.com/att
Vendor Mailing Address	
General Mailing Address	
Domestic	AT&T Benefits Center 100 Half Day Road P.O. Box 1474 Lincolnshire, IL 60069-1474
Claims	
Claims Regular	AT&T Benefits Center Benefit Determination Review Team P.O. Box 1407 Lincolnshire, IL 60069-1407
Appeals	
Appeals Regular	AT&T Benefits Center Benefit Determination Review Team P.O. Box 1407 Lincolnshire, IL 60069-1407
Vendor Fax Number	
Domestic	<p>847-883-8217 for general information</p> <p>847-554-1397 for Claims and Appeals only</p>
Vendor 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	Metropolitan Life Insurance Company
Type	Life Insurance

Contact Information	
Services Provided	For information regarding Accelerated Death Benefits, Assignments, Evidence of Insurability, and Life Insurance Claims.
Vendor Contact Numbers	
Contact Numbers Information	Call the MetLife Customer Service Unit.
Domestic Phone Number	800-638-6420
Vendor Hours of Operation	
Hours of Operation	Service Center: Monday through Friday from 7 a.m. to 3 p.m. Central time IVR System: An interactive voice response system is available 24 hours a day
Claims	
Claims Regular	<p>Evidence of Insurability (EOI) Request MetLife Statement of Health Appeals Unit P.O. Box 14069 Lexington, KY 40512-4069</p> <p>Life Insurance, Accidental Death and Dismemberment or Accelerated Death Benefit Claim MetLife Group Life Claims P.O. Box 6100 Scranton, PA 18505-6100</p> <p>To File an Assignment MetLife Attn: AT&T Assignment Processing 1900 East Golf Road, Suite 500 Schaumburg, IL 60173-5829</p>
Vendor 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	Fidelity Service Center
Type	Life Insurance
Services Provided	Beneficiary Designation Administrator

Contact Information	
Vendor Contact Numbers	
Contact Numbers Information	<p>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 to the Fidelity Service Center, service associates will be able to answer questions regarding the designation that you have on file.)</p> <p>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.)</p> <p>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.</p>
Domestic Phone Number	800-416-2363
International Phone Number	Dial your country's toll-free AT&T Direct Access number, then enter 800-416-2363 .
Hearing Impaired Phone Number	888-343-0860
Vendor Hours of Operation	
Hours of Operation	<p>Service Center: Monday through Friday from 7:30 a.m. to 11 p.m. Central time</p> <p>IVR System: The automated voice response system is available 24 hours a day, seven days a week.</p>
Vendor Web	
Website	netbenefits.com/att
Vendor Mailing Address	
General Mailing Address	
Domestic	<p>Fidelity Service Center P.O. Box 770003 Cincinnati, OH 45277-0088</p>
Claims	
Claims Information	Written Appeals about a denied Beneficiary designation must be sent to:
Claims Regular	<p>Beneficiary Designation Administrator P.O. Box 770003 Cincinnati, OH 45277-0072</p>
Appeals	
Appeals Information	Written Appeals about a denied Beneficiary designation must be sent to:

Contact Information	
Appeals Regular	Beneficiary Designation Administrator P.O. Box 770003 Cincinnati, OH 45277-0072
Vendor Special Instructions	
Instructions	<p>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.</p> <p>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.</p>

Contact Information	
Vendor	
Name	Fidelity Service Center
Type	Life Insurance
Services Provided	Report a Death
Vendor Contact Numbers	
Contact Numbers Information	Call the Fidelity Service Center to report a death.
Domestic Phone Number	800-416-2363
International Phone Number	Dial your country's toll-free AT&T Direct Access number, then enter 800-416-2363 .
Hearing Impaired Phone Number	888-343-0860
Vendor Hours of Operation	
Hours of Operation	<p>Service Center: Monday through Friday from 7:30 a.m. to 11 p.m. Central time</p> <p>IVR System: The automated voice response system is available 24 hours a day, seven days a week.</p>
Vendor 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.

Eligible Former Employees Home Address Changes

Call the Fidelity Service Center to change your address.



800-416-2363



Dial your country's toll-free AT&T Direct Access number, and then enter **800-416-2363** (international).



888-343-0860 (hearing-impaired)



Monday through Friday from 7:30 a.m. to 11 p.m. Central time

You will need your Fidelity Service Center PIN and Social Security number/customer ID when you call to speak to a service associate.

IMPORTANT: These instructions are also for recipients of Long-Term Disability Benefits, Employees on a Leave of Absence, as well as COBRA participants, alternate payees and survivors who have a pension benefit (including an Eligible Former Employee death benefit) or savings plan benefit that has yet to be paid to you.

If you are not eligible to receive a pension or savings plan benefit or have already received your entire pension and savings plan benefits in a lump sum and are not eligible for an Eligible Former Employee death benefit from your pension plan, call the AT&T Benefits Center at **877-722-0020** to update your home address.

AT&T Benefits Intranet and Internet Access

Your Benefits section of access.att.com (Eligible Former Employees from home)

Go to the Your Benefits section of access.att.com and follow the login instructions.

DEFINITIONS

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 Appendix C for information on the requirements for Age and Service Based Post-Employment Benefit Eligibility.

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 Procedure" 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:

- a) 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;
- b) Trade or business (whether or not incorporated) with which the Company is under common control (as defined in Section 414(c) of the Code);
- c) 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
- d) 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.

Basic Life Insurance. Basic Life Insurance that is provided under the Program. See the "Basic Life Insurance" section.

Beneficiary. Means the individual who is designated as your beneficiary in accordance with the AT&T Rules for Employee Beneficiary Designations. See the "Facility of Payment" section of the *Benefits at a Glance* tables throughout the SPD for more information.

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.

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.

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

Covered Person. Is the Eligible Former Employee, 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 "Eligibility and Participation" section for eligibility provisions.

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.

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, and billing.

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 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*.

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 *Plan Information* 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.

Insurance Company. See the *Plan Information* table.

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.

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.

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* for information.

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

Participating Company. Participating Company means any AT&T Company which has elected to participate in the Program subject to approval provided in accordance with the AT&T Schedule of Authorizations.

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* for information.

Plan. See the *Plan Information* table.

Plan Administrator. See the *Plan Information* table.

Plan Year. See the *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 "Situations Affecting Your Coverage" section for information.

Program. See the *Plan Information* table.

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

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

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 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)

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 Life Insurance. Supplemental Life Insurance that is provided under the Program. See the "Supplemental Life Insurance" 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)

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 *Appendix C* for more information.

West Region. Are the states of California and Nevada.

APPENDIX A: PARTICIPATING COMPANIES AND FORMER PARTICIPATING COMPANIES

This appendix lists the Companies that participate in the Program, Companies that no longer participate in the Program but may continue to have Eligible Former Employees in the Program, and provides general information about groups of Employees and former Employees that may be eligible to participate. Within these tables, 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 "Eligibility and Participation" section for specific information on eligibility.

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
ACP - CWA District 4	AT&T Teleholdings, Inc. ACP	Bargained	AT&T Midwest Core Contract - CWA District 4
ACP - IBEW Local 21	AT&T Teleholdings, Inc. ACP	Bargained	AT&T Midwest Core Contract - IBEW Local 21
AIS - IBEW Local 134	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 134 (Appendix F to the AT&T Midwest Core Contract - IBEW Local 21)
AIS - IBEW Local 21	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 21 (Appendix D to the AT&T Midwest Core Contract - IBEW Local 21)
AIS - IBEW Local 494	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 494 (Appendix G to the AT&T Midwest Core Contract - IBEW Local 21)
AIS - IBEW Local 58	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. - IBEW Local 58 (Appendix E to the AT&T Midwest Core Contract - IBEW Local 21)
AIS COS - CWA District 4	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc., COS - CWA District 4
AIS CPE - CWA District 4	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. (CPE) - CWA District 4 (Appendix G to the AT&T Midwest Core Contract - CWA District 4)

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
ASI-AIT - CWA District 4	Ameritech Services, Inc. ASI - AIT	Bargained	AT&T Midwest Core Contract - CWA District 4
ASI-AIT - IBEW Local 21	Ameritech Services, Inc. ASI - AIT	Bargained	AT&T Midwest Core Contract - IBEW Local 21
ASI-AIT - NMNU CWA	Ameritech Services, Inc. ASI - AIT	Nonmanagement Nonunion	N/A
ASI-AIT - NMNU IBEW	Ameritech Services, Inc. ASI - AIT	Nonmanagement Nonunion	N/A
BBI - CWA District 3	AT&T Billing Southeast, LLC BBI	Bargained	AT&T Billing Southeast, LLC - CWA District 3
BCS - CWA District 3	BellSouth Communication Systems, LLC BCS	Bargained	AT&T Southeast Core Contract - CWA District 3
BCS - NMNU	BellSouth Communication Systems, LLC BCS	Nonmanagement Nonunion	N/A
BST - CWA District 3	BellSouth Telecommunications, LLC BST	Bargained	AT&T Southeast Core Contract - CWA District 3
BST - SE NMNU	BellSouth Telecommunications, LLC BST	Nonmanagement Nonunion	N/A
BST (IS) - CWA District 3	BellSouth Telecommunications, LLC BST (IS)	Bargained	BellSouth Telecommunications, LLC (Internet Services) - CWA District 3
BST (ND & CA) - District 3	BellSouth Telecommunications, LLC BST (ND & CA)	Bargained	BellSouth Telecommunications, LLC (National Directory & Customer Assistance) - CWA District 3
BST (UO) - District 3	BellSouth Telecommunications, LLC BST (UO)	Bargained	BellSouth Telecommunications, LLC (Utility Operations) - CWA District 3
CINSRV - CWA District 3	AT&T Mobility Puerto Rico Inc. CINSRV	Bargained	AT&T Mobility Puerto Rico Inc. - CWA District 3 (Green Contract)

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
CINW - CWA District 1, 2, 4, 7, 9, 13	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - CWA Districts 1, 2, 4, 7, 9, 13 (Orange Contract)
CINW - CWA District 3	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - CWA District 3 (Black Contract)
CINW - CWA District 6	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - CWA District 6 (Purple Contract)
CINW - IBEW Local 1547	AT&T Mobility Services LLC CINW	Bargained	AT&T Mobility Services LLC - IBEW Local 1547
GNS-LLC - NMNU	AT&T Global Network Services, LLC TGNS	Nonmanagement Nonunion	N/A
ILB - CWA District 4	Illinois Bell Telephone Company ILB	Bargained	AT&T Midwest Core Contract - CWA District 4
ILB - IBEW Local 21	Illinois Bell Telephone Company ILB	Bargained	AT&T Midwest Core Contract - IBEW Local 21
ILB - NMNU	Illinois Bell Telephone Company ILB	Nonmanagement Nonunion	N/A
INB - CWA District 4	Indiana Bell Telephone Company, Incorporated INB	Bargained	AT&T Midwest Core Contract - CWA District 4
INB - IBEW Local 21	Indiana Bell Telephone Company, Incorporated INB	Bargained	AT&T Midwest Core Contract - IBEW Local 21
INB - NMNU	Indiana Bell Telephone Company, Incorporated INB	Nonmanagement Nonunion	N/A
MIB - CWA District 4	Michigan Bell Telephone Company MIB	Bargained	AT&T Midwest Core Contract - CWA District 4
MIB - NMNU	Michigan Bell Telephone Company MIB	Nonmanagement Nonunion	N/A

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
NB - CWA District 9	Nevada Bell Telephone Company NB	Bargained	AT&T West Core Contract - CWA District 9
OHB - CWA District 4	The Ohio Bell Telephone Company OHB	Bargained	AT&T Midwest Core Contract - CWA District 4
OHB - NMNU	The Ohio Bell Telephone Company OHB	Nonmanagement Nonunion	N/A
PB - CWA District 9	Pacific Bell Telephone Company PB	Bargained	AT&T West Core Contract - CWA District 9
PB - IBEW Local 1269	Pacific Bell Telephone Company PB	Bargained	Pacific Bell Telephone Company - IBEW Local 1269
PB - NMNU	Pacific Bell Telephone Company PB	Nonmanagement Nonunion	N/A
PB - TIU Local 103	Pacific Bell Telephone Company PB	Bargained	Pacific Bell Telephone Company - TIU Local 103
SBCSI - CWA	AT&T Services, Inc. SBCSI	Bargained	AT&T Corp. Core Contract - CWA
SBCSI - CWA District 1	AT&T Services, Inc. SBCSI	Bargained	AT&T East Core Contract - CWA District 1
SBCSI - CWA District 3	AT&T Services, Inc. SBCSI	Bargained	AT&T Southeast Core Contract - CWA District 3
SBCSI - CWA District 4	AT&T Services, Inc. SBCSI	Bargained	AT&T Midwest Core Contract - CWA District 4
SBCSI - CWA District 6	AT&T Services, Inc. SBCSI	Bargained	AT&T Southwest Core Contract - CWA District 6
SBCSI - CWA District 9	AT&T Services, Inc. SBCSI	Bargained	AT&T West Core Contract - CWA District 9
SBCSI - CWA District 9 (SBLD)	AT&T Services, Inc. SBCSI	Bargained	AT&T Services, Inc. - CWA District 9 (SBLD)

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
SBCSI - IBEW	AT&T Services, Inc. SBCSI	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
SBCSI - IBEW Local 21 (Core)	AT&T Services, Inc. SBCSI	Bargained	AT&T Midwest Core Contract - IBEW Local 21
SBCSI - NMNU Legacy T	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion	N/A
SBCSI - NMNU MW CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion	N/A
SBCSI - NMNU MW IBEW	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion	N/A
SBCSI - NMNU SW CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion	N/A
SBCSI - NMNU West CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion	N/A
SBCSI Tier 1 - CWA	AT&T Services, Inc. SBCSI	Bargained	AT&T Services, Inc., National Internet Contract - Tier 1 - CWA
SBCSI Tier 2 - CWA	AT&T Services, Inc. SBCSI	Bargained	AT&T Services, Inc., National Internet Contract - Tier 2 - CWA
SMSI - CWA District 6	AT&T Messaging, LLC SMSI	Bargained	AT&T Messaging, LLC - CWA District 6
SNEAM - CWA District 1	SNET America, Inc. SNEAM	Bargained	AT&T East Core Contract - CWA District 1
SNEDG - CWA District 1	SNET Diversified Group, Inc. SNEDG	Bargained	AT&T East Core Contract - CWA District 1
SNET - CWA District 1	The Southern New England Telephone Company SNET	Bargained	AT&T East Core Contract - CWA District 1
STG - Local 121C and Local 540M	Stevens Graphics, Inc. STG	Bargained	Stevens Graphics, Inc. - Local 121C and Local 540M
SWBT - CWA District 6	Southwestern Bell Telephone Company SWBT	Bargained	AT&T Southwest Core Contract - CWA District 6

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
SWBT - NMNU	Southwestern Bell Telephone Company SWBT	Nonmanagement Nonunion	N/A
TCORP - CWA	AT&T Corp. TCORP	Bargained	AT&T Corp. Core Contract - CWA
TCORP - IBEW	AT&T Corp. TCORP	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
TCORP - NMNU	AT&T Corp. TCORP	Nonmanagement Nonunion	N/A
TGCS - NMNU	AT&T Global Communication Services, Inc. TGCS	Nonmanagement Nonunion	N/A
TPR - CWA District 3	AT&T of Puerto Rico, Inc. TPR	Bargained	AT&T of Puerto Rico, Inc. - CWA District 3
TPR - NMNU	AT&T of Puerto Rico, Inc. TPR	Nonmanagement Nonunion	N/A
TSC - CWA	AT&T Support Services Company Inc. TSC	Bargained	AT&T Corp. Core Contract - CWA
TSC - IBEW	AT&T Support Services Company Inc. TSC	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
TSI - IBEW	AT&T Solutions, Inc. TSI	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
TSI - NMNU	AT&T Solutions, Inc. TSI	Nonmanagement Nonunion	N/A
TSRVC - CWA	Teleport Communications America, LLC TSRVC	Bargained	AT&T Corp. Core Contract - CWA
TSRVC - IBEW	Teleport Communications America, LLC TSRVC	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
TSRVC - NMNU	Teleport Communications America, LLC TSRVC	Nonmanagement Nonunion	N/A
TVI - NMNU	AT&T of the Virgin Islands, Inc. TVI	Nonmanagement Nonunion	N/A
WIB - CWA District 4	Wisconsin Bell, Inc. WIB	Bargained	AT&T Midwest Core Contract - CWA District 4
WIB - NMNU	Wisconsin Bell, Inc. WIB	Nonmanagement Nonunion	N/A

	Former Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
ACI - IBEW Local 21	Ameritech Communications, Inc. (Delaware) ACI	Bargained	AT&T Midwest Core Contract - IBEW Local 21
ADS-AIT - CWA District 4	Ameritech Advanced Data Services of Illinois, Inc. ADS-AIT	Bargained	AT&T Midwest Core Contract - CWA District 4
ADV - CWA District 4	Ameritech Publishing, Inc. ADV	Bargained	Ameritech Publishing, Inc. - CWA District 4
ADV - NMNU	Ameritech Publishing, Inc. ADV	Nonmanagement Nonunion	N/A
APL - CWA District 4	APIL Partners Partnership APL	Bargained	AT&T Midwest Core Contract - CWA District 4
ASI-SBC - CWA District 6	SBC Advanced Solutions, Inc. ASI-SBC	Bargained	AT&T Southwest Core Contract - CWA District 6
ASI-SBC - CWA District 9	SBC Advanced Solutions, Inc. ASI-SBC	Bargained	AT&T West Core Contract - CWA District 9
BAPCO - CWA District 3	BellSouth Advertising & Publishing Corporation BAPCO	Bargained	BellSouth Advertising & Publishing Corporation - CWA District 3

	Former Participating Company Name and Acronym	Employee Group	Bargaining Unit
BAPCO - NMNU	BellSouth Advertising & Publishing Corporation BAPCO	Nonmanagement Nonunion	N/A
BCO - NMNU	L.M. Berry and Company BCO	Nonmanagement Nonunion	N/A
BCR - CWA District 3	BellSouth Communication Systems BCR	Bargained	AT&T Southeast Core Contract - CWA District 3
BMI - CWA District 3	BellSouth Mobility a/k/a Cellular BMI	Bargained	AT&T Southeast Core Contract - CWA District 3
BNI - NMNU	Berry Network, Inc. BNI	Nonmanagement Nonunion	N/A
CCM - CWA District 3	BellSouth Credit and Collections Management, Inc. CCM	Bargained	AT&T Southeast Core Contract - CWA District 3
DGA - IBEW Local 1269	PBD Holdings (dba AT&T Digital Graphics ADvantage) DGA	Bargained	AT&T Digital Graphics ADvantage - IBEW Local 1269.
HC - CWA District 9	Pacific Telesis Group HC	Bargained	AT&T West Core Contract - CWA District 9
IYP - CWA District 4	Ameritech Interactive Media, Inc. IYP	Bargained	AT&T Midwest Core Contract - CWA District 4
NME - IBEW Local 21	Ameritech New Media, LLC NME	Bargained	AT&T Midwest Core Contract - IBEW Local 21
ORC - CWA District 4	SBC DataComm, Inc. ORC	Bargained	AT&T Midwest Core Contract - CWA District 4
ORC - CWA District 6	SBC DataComm, Inc. ORC	Bargained	AT&T Southwest Core Contract - CWA District 6
PBD - IBEW Local 1269	Pacific Bell Directory PBD	Bargained	Pacific Bell Directory (North) - IBEW Local 1269
PBD - IBEW Local 2139	Pacific Bell Directory PBD	Bargained	Pacific Bell Directory (South) - IBEW Local 2139

	Former Participating Company Name and Acronym	Employee Group	Bargaining Unit
PBD N - NMNU	Pacific Bell Directory PBD	Nonmanagement Nonunion	N/A
PBD S - NMNU	Pacific Bell Directory PBD	Nonmanagement Nonunion	N/A
PTSS - CWA District 9	Pacific Telesis Shared Services PTSS	Bargained	AT&T West Core Contract - CWA District 9
SBC-OPS - CWA	AT&T Operations, Inc. SBC - OPS	Bargained	AT&T Corp. Core Contract - CWA
SBC-OPS - CWA District 1	AT&T Operations, Inc. SBC - OPS	Bargained	AT&T East Core Contract - CWA District 1
SBC-OPS - CWA District 3	AT&T Operations, Inc. SBC - OPS	Bargained	AT&T Southeast Core Contract - CWA District 3
SBC-OPS - CWA District 6	AT&T Operations, Inc. SBC - OPS	Bargained	AT&T Southwest Core Contract - CWA District 6
SBC-OPS - IBEW	AT&T Operations, Inc. SBC - OPS	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
SBCTI - CWA District 6	SBC Telecom, Inc. SBCTI	Bargained	AT&T Southwest Core Contract - CWA District 6
SBCTI - CWA District 9	SBC Telecom, Inc. SBCTI	Bargained	AT&T West Core Contract - CWA District 9
SBCTRI - CWA District 3	AT&T Labs, Inc. SBCTRI	Bargained	AT&T Southeast Core Contract - CWA District 3
SBCTRI - TCORP - CWA	AT&T Labs, Inc. SBCTRI	Bargained	AT&T Corp. Core Contract - CWA
SBT - CWA District 6	Southwestern Bell Telecommunications, Inc. SBT	Bargained	AT&T Southwest Core Contract - CWA District 6
SBVS - CWA District 6	AT&T Video Services, Inc. SBVS	Bargained	AT&T Southwest Contract - CWA District 6
SBYP - CWA District 6	Southwestern Bell Yellow Pages, Inc. SBYP	Bargained	Southwestern Bell Yellow Pages, Inc. - CWA District 6

	Former Participating Company Name and Acronym	Employee Group	Bargaining Unit
SBYP - NMNU	Southwestern Bell Yellow Pages, Inc. SBYP	Nonmanagement Nonunion	N/A
SNEIS - CWA District 1	SNET Information Services, Inc. SNEIS	Bargained	SNET Information Services, Inc. - CWA District 1
SNEMOB - CWA District 1	SNET Mobility Resources, LLC SNEMOB	Bargained	AT&T East Core Contract - CWA District 1
SNEPV - CWA District 1	SNET Personal Vision, Inc. SNEPV	Bargained	AT&T East Core Contract - CWA District 1
SNEWT - CWA District 1	The Woodbury Telephone Company SNEWT	Bargained	AT&T East Core Contract - CWA District 1
SSC - CWA District 3	BellSouth Affiliate Services Corporation SSC	Bargained	AT&T Southeast Core Contract - CWA District 3
SWBAG - CWA District 7	Southwestern Bell Advertising Group, Inc. SWBAG	Bargained	Southwestern Bell Advertising Group, Inc. - CWA District 7
TNJ - TCORP - CWA	TCG New Jersey TNJ	Bargained	AT&T Corp. Core Contract - CWA
TNJI - CWA	TCG New Jersey TNJI	Bargained	AT&T Corp. Core Contract - CWA
TNJI - IBEW	TCG New Jersey TNJI	Bargained	AT&T Corp. Core Contract - IBEW (Legacy T Appendix to the AT&T Midwest Core IBEW Contract)
TNJI - NMNU	TCG New Jersey TNJI	Nonmanagement Nonunion	N/A

APPENDIX B: CONTRIBUTION RATE TABLES

Contribution rates included in this section are per \$1,000 of monthly coverage for Supplemental Life Insurance as of April 1, 2013:

Eligible Former Bargained Employees of AT&T Southwest Core Contract – CWA District 6 (and Nonmanagement Nonunion Employees who receive the same Benefits) for Terminations of Employment on or after April 5, 2009

Age	Nonsmoker Rate	Smoker Rate
Under 30	\$0.032	\$0.043
30-34	\$0.043	\$0.054
35-39	\$0.054	\$0.076
40-44	\$0.065	\$0.086
45-49	\$0.097	\$0.119
50-54	\$0.152	\$0.196
55-59	\$0.282	\$0.358
60-64	\$0.413	\$0.532
65-69	\$0.770	\$0.977
70-74	\$1.302	\$2.060
75 and Over	\$2.061	\$2.736

Eligible Former Bargained Employees (and Nonmanagement Nonunion Employees who receive the same Benefits) of AT&T Corp. Core CWA, AT&T Midwest Core Contract – CWA District 4, AT&T. of Puerto Rico, Inc. or SBC Global Services, Inc. (COS) – CWA District 4 for Terminations of Employment on or after April 9, 2012

Age	Nonsmoker Rate	Smoker Rate
Under 30	\$0.030	\$0.041
30-34	\$0.041	\$0.052
35-39	\$0.050	\$0.072
40-44	\$0.060	\$0.081
45-49	\$0.090	\$0.112
50-54	\$0.143	\$0.187
55-59	\$0.264	\$0.343
60-64	\$0.387	\$0.508

Age	Nonsmoker Rate	Smoker Rate
65-69	\$0.709	\$0.897
70-74	\$1.192	\$2.020
75 and Over	\$1.427	\$2.225

Eligible Former Bargained Employees of:

- Ameritech Advanced Data Services
- Ameritech Engineering Assistants
- AT&T Mobility
- AT&T Video Services, Inc – CWA District 6
- Pacific Bell Holdings d/b/a. AT&T Digital Graphics ADvantage (DGA) – IBEW Local 1269
- Pacific Bell Telephone Company – IBEW Local 1269 (Termination of Employment on or after Jan. 1, 2002)
- Pacific Bell Telephone Company – TIU Local 103 (Termination of Employment on or after Jan. 1, 2002)
- SBC Global Services, Inc. (COS) – CWA District 4 (Termination of Employment before April 9, 2012)
- SBC Global Services, Inc. – CWA District 9 (Termination of Employment on or after July 1, 2001)
- SBC Global Services, Inc. – IBEW Local 134 (Termination of Employment on or after June 1, 2005)
- SBC Global Services, Inc. – IBEW Local 21 (Termination of Employment on or after Jan. 1, 2002)
- SBC Global Services, Inc. – IBEW Local 58 (Termination of Employment on or after June 1, 2003)
- SBC Internet Services, LLC – National Internet Contract (Tier 1 and Tier 2)
- SBC Long Distance, LLC – IBEW Local 21 (Termination of Employment on or after June 1, 2003)
- AT&T Services, Inc. – National Internet Contract (Tier 1 and Tier 2)
- AT&T Services, Inc. – IBEW Local 21 (SBLD) (Termination of Employment on or after June 1, 2003)
- Southwestern Bell Advertising Group, Inc. (Termination of Employment on or after Jan. 1, 2007)
- Stevens Graphics, Inc. (Termination of Employment on or after Jan. 1, 2008)

Eligible Former Bargained Employees and Eligible Former Nonmanagement Nonunion Employees of:

- Ameritech Publishing, Inc. d/b/a. Ameritech Advertising Services CWA (Termination of Employment on or after Jan. 1, 2004)
- AT&T Corp. Core CWA (Termination of Employment on or after April 1, 2010 and before April 9, 2012)
- AT&T Corp. Core IBEW (Termination of Employment on or after Jan. 1, 2010)
- AT&T East (Termination of Employment on or after June 1, 2011)
- AT&T Midwest Core Contract – CWA District 4 (Termination of Employment on or after July 1, 2001 and before April 9, 2012)
- AT&T Midwest Core Contract – IBEW Local 21 (Termination of Employment on or after Jan. 1, 2002)
- AT&T. of Puerto Rico, Inc. (Termination of Employment before April 9, 2012)
- AT&T Southeast
- AT&T West Core Contract – CWA District 9 (Termination of Employment on or after July 1, 2001)
- Pacific Bell Directory – Northern Region and Nevada – IBEW Local 1269 (Termination of Employment on or after Jan. 1, 2004)
- Pacific Bell Directory – Southern Region & New Markets – IBEW Local 2139
- Southwestern Bell Yellow Pages, Inc. (Termination of Employment on or after Dec. 5, 2009)

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
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 and Over	\$3.121	\$3.740

Eligible Former Bargained Employees of:

- AT&T East (Termination of Employment before June 1, 2011)
- Pacific Bell Telephone Company – TIU Local 103 (Termination of Employment before Jan. 1, 2002)
- Pacific Bell Telephone Company – IBEW Local 1269 (Termination of Employment before Jan. 1, 2002)
- SBC Global Services, Inc. – IBEW Local 134 (Termination of Employment before June 1, 2005)
- SBC Global Services, Inc. – IBEW Local 21 (Termination of Employment before Jan. 1, 2002)
- SBC Global Services, Inc. – IBEW Local 58 (Termination of Employment before June 1, 2003)
- AT&T Services, Inc. – IBEW Local 21 (SBLD) (Termination of Employment before June 1, 2003)
- Southwestern Bell Advertising Group, Inc. (Termination of Employment before Jan. 1, 2007)

Eligible Former Bargained Employees and Eligible Former Nonmanagement Nonunion Employees of:

- Ameritech Publishing, Inc. d/b/a. Ameritech Advertising Services CWA (Termination of Employment before Jan. 1, 2004)
- AT&T Corp. Core CWA (Termination of Employment before April 1, 2010)
- AT&T Corp. IBEW (Termination of Employment before Jan. 1, 2010)
- AT&T Midwest Core Contract – CWA District 4 (Termination of Employment before July 1, 2001)
- AT&T Midwest Core Contract – IBEW Local 21 (Termination of Employment before Jan. 1, 2002)
- AT&T Southwest Core Contract – CWA District 6 (Termination of Employment before April 5, 2009)
- AT&T West Core Contract – CWA District 9 (Termination of Employment before July 1, 2001)
- Pacific Bell Directory – Northern Region and Nevada – IBEW Local 1269 (Termination of Employment before Jan. 1, 2004)
- Southwestern Bell Yellow Pages, Inc. (Termination of Employment before Dec. 5, 2009)

Age	Rate
Under 25	\$0.077
25-29	\$0.092
30-34	\$0.123
35-39	\$0.138
40-44	\$0.153
45-49	\$0.231
50-54	\$0.345
55-59	\$0.641
60-64	\$0.997
65-69	\$1.948
70 and Over	\$3.160

Confidential - Subject to NDA

APPENDIX C: ELIGIBLE FORMER EMPLOYEES

You are eligible to participate in the Program if: (1) you are a former Bargained or Nonmanagement Nonunion Employee of a Participating Company; (2) you are a member of one of the Covered Bargaining Units or 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 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.

Eligible Former Employees

Age and Service Based Eligibility

You are eligible for Program coverage as an Eligible Former Employee if you are a former Bargained Employee or Nonmanagement Nonunion Employee of a Participating Company 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
<i>Age and service are based on completed whole years.</i>		

Pension Based Eligibility

You are eligible to participate in the Program as an Eligible Former Employee if you are a former Bargained Employee or Nonmanagement Nonunion Employee of a Participating Company and 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 *Appendix A* for a list of Participating Companies and information that explains your Bargaining Unit or Population Group. See the "Enrollment and Changes to Your Coverage" 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
AIS – CWA District 9	Hire/Rehire Date Before Jan. 1, 2011	Age and Service Based Eligibility
SBCIS Tier 1 – CWA	Any Date	Age and Service Based Eligibility
SBCIS Tier 2 – CWA	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
SBLD – CWA District 9	Hire/Rehire Date Before Jan. 1, 2011	Age and Service Based Eligibility
SBCSI – CWA District 9 (SBLD)	Hire/Rehire Date Before Jan. 1, 2011	Age and Service Based Eligibility
SBCTI – OutRegion	Any Date	Age and Service Based Eligibility
SGI – Local 121C or Local 540M	Termination of Employment on or After Jan. 1, 2008	Pension Based Eligibility
SWBAG – CWA District 7	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 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 Special Appendix Employee	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
SBVS – CWA District 6	Any Date	Pension Based Eligibility
Bargained Employees and Nonmanagement Nonunion Employees of PBD – IBEW Local 2139	Hire/Rehire Date Before Jan. 1, 2009	Pension Based Eligibility
Bargained Employees and Nonmanagement Nonunion Employees of PBD – IBEW Local 2139	Hire/Rehire Date on or After Jan. 1, 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

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee 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, ADV – CWA District 4, ADV – NMNU 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, ADV – CWA District 4, ADV – NMNU 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
ADV – CWA District 4 or ADV – NMNU	Hire/Rehire Date Before Jan. 1, 2011	Pension Based Eligibility
ADV – CWA District 4 or ADV – NMNU	Hire/Rehire Date on or After Jan. 1, 2011	Age and Service Based Eligibility
Bargained Employees and Nonmanagement Nonunion Employees of Legacy AT&T Corp. Company	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Legacy AT&T Corp. Company (except AT&T Corp. – NMNU hired or rehired after Aug. 9, 2009)	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees of AT&T Southeast	Hire/Rehire Date Before Aug. 9, 2009	Pension Based Eligibility
Bargained Employees of AT&T Southeast	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Nonmanagement Nonunion Employees of Berry Network, Inc. or L.M. Berry and Company	Termination of Employment on or After June 1, 2008	Age and Service Based Eligibility
Bargained Employees and Nonmanagement Nonunion Employees of AT&T Southwest Core Contract – CWA District 6 and SMSI – 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 and SMSI – CWA District 6	Hire/Rehire Date on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees and Nonmanagement Nonunion Employees of Southwestern Bell Yellow Pages, Inc. –	Hire/Rehire Date Before June 1, 2011	Pension Based Eligibility

Covered Bargaining Unit and Population Groups	Employment Termination and Hire/Rehire Date	Eligible Former Employee Eligibility
CWA District 6		
Bargained Employees and Nonmanagement Nonunion Employees of Southwestern Bell Yellow Pages, Inc. – CWA District 6	Hire/Rehire Date on or After June 1, 2011	Age and Service Based Eligibility
DGA – IBEW Local 1269	Any Date	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 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 on or After Aug. 9, 2009	Age and Service Based Eligibility
Bargained Employees and Nonmanagement Employees of PBD – IBEW Local 1269	Any Date	Pension Based Eligibility

Eligible Former Disabled Dependents

You are eligible to participate in the Program if you are an Eligible Former Disabled Employee. See the “Eligible Former Disabled Employees” section for the eligibility requirements specific to Eligible Former Disabled Employees dates of coverage.

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 benefits (on or after July 1, 1999, for AT&T of Puerto Rico, Inc.). 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 the 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.

Bargained Employees (and Nonmanagement Nonunion Employees who receive the same Benefits) of Pacific Bell Directory – IBEW Local 2139

If you become a Long-term Disability Recipient before Jan. 1, 2010, 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 benefits.

If you become a Long-term Disability Recipient on or after Jan. 1, 2010, but do not meet the Modified Rule of 75, you will **not** be an Eligible Former Employee. Instead you will be considered a Long-term Disability Recipient. See “Situations Affecting Your Coverage” for more information.

Grandfathered or Other Special Retirement Provisions.

In addition to the previously listed eligibility provisions, you may be eligible for Program coverage as a former Employee if you meet grandfathered or other special retirement provisions listed below.

Employees Granted a Service Pension Under the Enhanced Pension Provisions of the SBC Pension Benefit Plan

You will be an Eligible Former Employee if, at Termination of Employment, you were granted a service pension under the Enhanced Pension provisions of the SBC Pension Benefit Plan or its predecessors.

Nonmanagement Nonunion Employees Transferred to YP Holdings

You will be an Eligible Former Employee upon the earlier of your termination of employment from YP or the termination of the HR Transition Period, but only if you would have been eligible as an Eligible Former Employee under the Program’s terms had you terminated employment from AT&T on or before May 8, 2012.

Employees who Accepted the Voluntary Retirement Incentive Offer

An Employee who is awarded eligibility for Post-Employment Benefits pursuant to the voluntary Retirement Incentive Offer under the AT&T 2012 Voluntary Window Separation Plan is 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.

AT&T West Enhanced Directory Retirement

Eligible Former Employee includes a Bargained Employee of Pacific Bell Directory – IBEW Local 1269 or 2139 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 Enhanced Directory Retirement 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.

Nonmanagement Nonunion Employees of Berry Network, Inc. and L.M. Berry and Company

Southeast Region Rule of 75

If you met the Southeast Region Rule of 75 Age and Service Based Eligibility requirements as described below before Jan. 1, 2009, and subsequently terminated employment from a Participating Company on or after June 1, 2008, and at that time does not satisfy the AT&T Modified Rule of 75 Age and Service Based Eligibility requirements for post-employment Program coverage will be eligible for post-employment Program coverage.

Southeast Region Rule of 75
<p>A Southeast Region Employee with at least 10 years Term of Employment meets the Rule of 75 when any combination of your Term of Employment and your age (in whole years and whole months) equals or exceeds 75 years.</p>
<p>Examples</p> <ul style="list-style-type: none">• If age 46½ and have 28½ years Term of Employment – The Employee met the Rule of 75• If age 64 and 11 years Term of Employment – The Employee met the Rule of 75• If age 68 and 7 years Term of Employment – The Employee does NOT meet the Rule of 75 because Term of Employment does NOT equal at least 10 years
<p>Notes:</p> <p><i>Whole years and whole months of age and service are added together to determine if the Rule of 75 is met.</i></p> <p><i>Any periods of part-time employment are pro-rated by the number of hours worked per week as a percent of 37.5 hours for Employees who were (i) initially hired on or after Jan. 1, 1990, or (ii) rehired after Jan. 1, 1990, following a break in service.</i></p>

Legacy Cingular Wireless LLC Company Employees

Eligible Former Employee eligibility varies based on whether or not the Legacy Cingular Wireless LLC Company ("Cingular") Employee was a Transition Group Employee who was contributed directly to Cingular from BellSouth Corporation ("BellSouth") or SBC Communications Inc. ("SBC") as of Dec. 31, 2001, the Employee's service at the time of transition, and whether the former Employee meets the applicable Age and Service Based requirements to participate in the Program as an Eligible Former Employee. The Group 1, 2 or 3 transition status is contingent on continuous active employment with Cingular, unless terminated due to a reduction in force. Upon any break in service for any duration, the Employee will no longer have the Group 1, 2 or 3 Transition Group status. Upon rehire with Cingular, the Employee will be treated as a newly hired Employee for Eligible Former Employee Program coverage.

Transition Group 1. A Transitioned Group Employee who terminated employment on or before Dec. 31, 2001, and met the requirements to receive post-employment Program coverage upon termination under the SBC or BellSouth retirement rules, is eligible to participate as an Eligible Former Employee unless the retired Transitioned Group Employee is a Rehired Retiree on active payroll as of Jan. 1, 2008. See to the "Rehired Eligible Former Employees" section for additional information.

Transition Group 2. A Transitioned Group Employee who as of Dec. 31, 2001, either:

- Was within five years of attaining retirement eligibility with either BellSouth or SBC, or
- Had at least 15 years of service,

will be eligible to participate as an Eligible Former Employee under the Program, if the former Transitioned Group Employee meets any of the applicable SBC or BellSouth retirement rules upon termination of employment. See the "Eligible Former Employees" section for additional information.

Transition Group 3. A Transitioned Group Employee who as of Dec. 31, 2001, had at least five years of service with BellSouth or SBC but not 15 years of service will be eligible to participate as an Eligible Former Employee under the Program if the former Employee:

- Terminates employment prior to Jan. 1, 2009, and is at least age 55 with at least 10 years Term of Employment upon termination, or
- 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. A Transitioned Group 4 Employee, as well as other Cingular Employees who are not classified as a Transitioned Group Employee, are eligible to participate as an Eligible Former Employee under the Program if the Employee:

- Terminates employment prior to Jan. 1, 2009, and upon termination is at least age 55 with at least 10 years Term of Employment, or
- 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.

If a Legacy Cingular Wireless LLC Company Employee does not meet the age and service provisions previously described, the former Employee must meet the Modified Rule of 75 Age and Service Based requirements to be eligible for post-employment benefits under the Program. See the "Eligible Former Employees" section for additional information.

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

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APPENDIX D: AMOUNT OF BASIC LIFE INSURANCE FOR ELIGIBLE FORMER EMPLOYEES WITH A TERMINATION OF EMPLOYMENT BEFORE AUG. 7, 1977

If your Termination of Employment was...	Then your current Basic Life Insurance amount is...	
For Eligible Former Employees of: AT&T East - Before April. 14, 1958 AT&T Midwest - Before April 15, 1957 AT&T Southeast - Before Dec. 1, 1958 AT&T Southwest - Before Dec. 1, 1957 AT&T West - Before Oct. 13, 1957 Legacy AT&T Corp. - Before May 1, 1957	Pay (as determined by the Company immediately before your Termination of Employment)	Current Basic Life Insurance Amount
	Less than \$3,000	\$1,500
	\$3,000 – \$3,999	\$2,000
	\$4,000 – \$4,999	\$2,500
	\$5,000 – \$5,999	\$3,000
	\$6,000 – \$6,999	\$3,500
	\$7,000 – \$7,999	\$4,000
	\$8,000 – \$8,999	\$4,500
	\$9,000 or more	\$5,000
On or After the Date Above, and Before Aug. 7, 1977	50% of your Basic Life Insurance as an Active Employee at the time of your Termination of Employment, but no less than \$1,500.	

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