

# Summary Plan Description



## Important Benefits Information

# AT&T Mobility Disability Benefits Program

This is an updated summary plan description (SPD) for the AT&T Mobility Disability Benefits Program, a component program under the AT&T Umbrella Benefit Plan No. 1 (Plan). This SPD replaces your existing SPD, which was also known as the EDGE Disability Benefits Plan SPD, dated September 2008.

Please keep this document for future reference.

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### DISTRIBUTION

Distributed to all Bargained Employees (including employees on Leave of Absence and recipients of Short-Term Disability or Long-Term Disability Benefits) in all Bargaining Units of AT&T Mobility (except CWA District 6 and Bargained Employees under the Orange Contract (CWA Districts 1, 2, 4, 7, 9, 13 - AT&T Mobility Services LLC) with the payroll Personnel Subarea NEGL (Northeast Great Lakes Sales Region.))

NIN 78-23843



Disability

Summary Plan Description | July 2011

## IMPORTANT INFORMATION

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This SPD along with the AT&T Umbrella Benefit Plan No. 1 is the official document for the benefits offered under the AT&T Mobility Disability Benefits Program (the Program). It will govern and be the final authority on the terms of the Program. AT&T reserves the right to terminate or amend any and all of its employee benefit plans or programs at any time for any reason. Participation in this Program is neither a contract nor a guarantee of future employment.

### What is this document?

This summary plan description (SPD) is a guide to using the AT&T Mobility Disability Benefits Program, a component program of the AT&T Umbrella Benefit Plan No. 1. This SPD, together with the summaries of material modifications (SMMs) issued for this Program, constitute your SPD for this Program.

Este documento contiene un resumen, en inglés, al AT&T Mobility Disability Benefits Program. Si usted tiene dificultad en entender este documento, entre en contacto por favor con AT&T Integrated Disability Service Center, **866-276-2278**.

### What action do I need to take?

You should review this SPD.

### 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 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 details of the Program. 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, you need to keep your SPDs and SMMs so you can refer to them in the future. They are your primary resource for your questions about the Program.

### Questions?

If you have questions regarding information in this SPD, contact the Claims Administrator. See the "Contact Information" section for information on how to contact the Claims Administrator.

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## BRIEF OVERVIEW OF PROGRAM BENEFITS

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### KEY POINTS

- A. *The Program provides Short-Term Disability Benefits, Company-Provided Long-Term Disability Benefits and Vocational Rehabilitation Benefits to Eligible Employees, which are 100 percent paid for by your employer.*
- B. *Eligible Employees may also purchase Supplemental Long-Term Disability Benefits from the Program.*
- C. *See the “Eligibility for the Program” section for more information on eligibility.*

The AT&T Mobility Disability Benefits Program (the Program) provides for ongoing income if you become Disabled due to an illness or injury and are unable to work.

Your Short-Term and Company-Provided Long-Term Disability Benefits work together to provide for your disability coverage. Here's how:

- Short-Term Disability Benefits begin on the eighth consecutive calendar day of full or partial absence from Active Employment as a result of an approved Disability.
- Short-Term Disability Benefits continue for up to 26 weeks, provided you remain Disabled.
- The Short-Term Disability Benefits and the other sources of income you receive are designed to replace 60 percent or 100 percent of your Pay, based on your Term of Employment.
- You may be eligible for Company-Provided Long-Term Disability Benefits at the end of the 26-week period of Short-Term Disability Benefits.
- Your Company-Provided Long-Term Disability Benefits and the other sources of income you receive are designed to replace 50 percent of your Pay.
- Your Company-Provided Long-Term Disability Benefits can continue to age 65 (or beyond if your Disability begins after age 60), provided you remain Disabled.
- Vocational Rehabilitation Benefits train you for new employment if you become Disabled.
- Your employer pays the full cost of your Short-Term and Company-Provided Long-Term Disability, as well as for Vocational Rehabilitation Benefits.

You may also elect to purchase Supplemental Long-Term Disability Benefits from the Program. The Supplemental Long-Term Disability Benefits provide an additional 20 percent of your Pay while you are receiving Company-Provided Long-Term Disability Benefits. The Company does not contribute to the cost of Supplemental Long-Term Disability Benefits.

## USING THIS SUMMARY PLAN DESCRIPTION

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### KEY POINTS

- A. *This Program was formerly known as the Cingular Wireless Disability Benefits Plan for Nonbargained Employees, which was also known as the EDGE Disability Benefits Plan.*
- B. *This SPD applies to you if you become Disabled on or after Jan. 1, 2011.*

This document describes the disability and Vocational Rehabilitation Benefits offered to Eligible Employees eligible to receive benefits from the AT&T Mobility Disability Benefits Program (formerly the Cingular Wireless Disability Benefits Plan for Nonbargained Employees, which was also known as the EDGE Disability Benefits Plan) and is intended to serve as the SPD as required by the Employee Retirement Income Security Act of 1974 (ERISA). This SPD describes the Program and its amendments as of Jan. 1, 2011, and replaces all prior versions of the AT&T Mobility Disability Benefits Program. This Program applies if you become Disabled on or after Jan 1, 2011. If you became Disabled before Jan. 1, 2011, the terms of the previous AT&T Mobility Disability Benefits Program apply.

This Program is one of the benefit programs offered by AT&T Inc. under the AT&T Umbrella Benefit Plan No. 1.

Terms that are capitalized are explained in the text of this SPD or defined in the "Definitions" section of this SPD.

## ELIGIBILITY FOR THE PROGRAM

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### KEY POINTS

- A. *You must be an Eligible Employee (full-time or part-time) of a Participating Company who is classified as a Regular Employee and covered by certain collective bargaining agreements listed below to be eligible for the Program.*
- B. *Eligible Employees are eligible for the Program following a six-month Term of Employment.*
- C. *To be eligible to receive benefits from the Program, you must be Actively-at-Work on the last scheduled work date before your first day of absence.*

To be eligible for the AT&T Mobility Disability Benefits Program, you must:

- Be an Eligible Employee of a Participating Company.
- Be a Bargained Employee covered by one of the collective bargaining agreements listed in this section.
- Have completed a six-month Term of Employment.
- Be Actively-at-Work on your last scheduled work date before your first day of absence.

## Eligible Employee

To be considered an Eligible Employee, you must be on the active payroll of a Participating Company listed in the next section of this SPD and covered by one of the applicable bargaining agreements listed in the "Applicable Collective Bargaining Agreements" section. You must also be receiving a regular and stated compensation for services rendered to a Participating Company as a Regular Employee, and regularly scheduled to work 20 or more hours per week as determined by the payroll and worker classification records of the employer.

If you are not an Eligible Employee upon the completion of the seven-day waiting period, you may be eligible for a Leave of Absence.

You are **not** eligible to participate in the Program if you are classified by the Participating Company as a(n):

- Employee scheduled to work less than 20 hours per week.
- Temporary Employee.
- Temporary/staffing agency employee.
- Leased Employee.
- Independent contractor.
- Nonresident alien employed outside of the United States.
- Bargained Employee who is temporarily promoted to a management position (also known as an acting title).

You are also **not** eligible to participate in the Program if you are eligible for disability coverage (long-term or short-term) under any other disability benefit program sponsored by AT&T.

### ***Eligibility During a Leave of Absence***

#### ***Short-Term Disability Benefits and Company-Provided Long-Term Disability Benefits***

You will be considered eligible for Short-Term Disability Benefits and Company-Provided Long-Term Disability Benefits if you are granted an approved leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) or if you are on a Leave of Absence, but only if the terms of your Leave of Absence provide for continued eligibility in this Program. Refer to the AT&T Mobility Bargained Edge Leave of Absence Policy for more information about how a Leave of Absence affects your eligibility for this Program.

#### ***Supplemental Long-Term Disability Benefits***

You may elect to continue your Supplemental Long-Term Disability Benefits coverage while on Leave of Absence. Your Supplemental Long-Term Disability Benefits coverage in effect at the beginning of your Leave of Absence will continue as long as you make the required contributions for the Supplemental Long-Term Disability Benefits coverage. You cannot make changes to your coverage while on leave. Supplemental Long-Term Disability Benefits coverage will end when your employer determines that your Leave of Absence or FMLA leave is terminated and you do not return to your Customary Job.

#### **\* Special Rule for Employees on a Leave of Absence Who Do Not Return to Active Employment in the Same Calendar Year**

*You may elect to make any applicable changes in coverage once you return to your Customary Job.*



### ***Eligibility While Suspended From Active Employment***

You are not eligible for benefits from the Program while you are absent from Active Employment because of a disciplinary suspension. If you become Disabled during a disciplinary suspension, you will **not** be entitled to benefits during the period of suspension. Your first day of absence will be the first day you are Actively-at Work and not on a Leave of Absence following the last day of your suspension. Benefits may be payable on the eighth day of absence following the suspension period.

### **Participating Companies**

You must be an Eligible Employee of one of the following AT&T-affiliated companies — known as Participating Companies — to be eligible for this Program:

- AT&T Mobility Services LLC
- AT&T Mobility Puerto Rico Inc.

### **Applicable Collective Bargaining Agreements**

You are eligible for this Program only if you are a Bargained Employee covered by one of the collective bargaining agreements listed below:

- AT&T Mobility Services LLC – CWA Districts 1, 2, 4, 7, 9, 13 (Orange Contract)
- AT&T Mobility Services LLC – CWA District 3 (Black Contract)
- AT&T Mobility Puerto Rico Inc. - – CWA District 3 (Green Contract)

**\* Special Rule for Certain Bargained Employees under the Orange Contract (CWA Districts 1, 2, 4, 7, 9, 13 - AT&T Mobility Services LLC)**

*If you are classified in the payroll Personnel Subarea NEGL (Northeast Great Lakes Sales Region), then you are **not** eligible for the Program.*

### **Term of Employment**

You are **not** eligible for benefits under this Program until the first day after you complete a six-month Term of Employment. Term of Employment means a period of employment in the service of AT&T or one or more members of the AT&T Group of Companies (defined in the “Definitions” section), as determined by your Participating Company.

Your service while on an approved unpaid or paid Leave of Absence will qualify as service for the purpose of determining when you are eligible for the Program. In addition, if you are on an approved unpaid or paid Leave of Absence on the day you would have completed a six-month Term of Employment, you will be considered to have met your six-month Term of Employment for purposes of determining whether you are eligible for the Program.

## ENROLLMENT

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If you are an Eligible Employee, you are automatically enrolled in the Program once you have completed a six-month Term of Employment, except for Supplemental Long-Term Disability Benefits.

### Enrolling in Supplemental Long-Term Disability Benefits

The Program also offers optional supplemental long-term disability coverage for employees who are eligible for this Program and who enroll for the benefit as described in this section.

To elect supplemental long-term disability coverage, you must enroll within 31 days of the date you are first an Eligible Employee. The *Supplemental Long-Term Disability Benefits Enrollment Vendor* will notify you of your initial enrollment period approximately thirty (30) days before you complete your six-month Term of Employment. See the *Supplemental Long-Term Disability Benefits Enrollment Vendor* table for information on how to contact the *Supplemental Long-Term Disability Benefits Enrollment Vendor*.

Under Supplemental Long-Term Disability Benefits, you may elect to purchase an additional 20 percent disability benefit. Combined with the Company-Provided Long-Term Disability Benefit, your total benefits payable are equal to 70 percent of Pay.

Once you enroll in Supplemental Long-Term Disability Benefits, you do not have to re-enroll in the Supplemental Long-Term Disability Benefits during later annual enrollment periods. Once enrolled, your prior year's election will continue into the next calendar year(s), or until you provide notification to the Supplemental Long-Term Disability Enrollment Vendor that you no longer wish to participate in Supplemental Long-Term Disability Benefits.

If you do not enroll during your initial enrollment period, you may enroll at a later time. However, certain restrictions apply:

- If you drop coverage and then re-enroll, you will need to provide satisfactory evidence of good health.
- If you do not enroll when you are initially eligible, you are considered a "late enrollee" and will need to provide satisfactory evidence of good health.
- You may **not** enroll in Supplemental Long-Term Disability Benefits if you are Disabled or receiving benefits under the Program at the time, or on a Leave of Absence. You may enroll once you return to your Customary Job. You will need to provide satisfactory evidence of good health, however.
- If evidence of good health is required, your Supplemental Long-Term Disability Benefits coverage will be effective the first day of the month following your approval by the Evidence of Insurability Vendor, provided that you are Actively-at-Work on that date.
- Whether evidence of good health is satisfactory is determined at the discretion of the Evidence of Insurability Vendor. If you need to provide evidence of good health, you should contact the Evidence of Insurability Vendor for further information.

For additional details regarding the enrollment process, contact the *Supplemental Long-Term Disability Benefits Enrollment Vendor*. See the *Supplemental Long-Term Disability Benefits Enrollment Vendor* table for information on how to contact the *Supplemental Long-Term Disability Benefits Enrollment Vendor*.

## CONTRIBUTIONS

Your employer pays the entire cost of the Program, except for Supplemental Long-Term Disability Benefits.

### For Supplemental Long-Term Disability Benefits

You pay the entire cost of Supplemental Long-Term Disability Benefits coverage you elect through after-tax payroll deductions. Your cost for coverage is determined by your age, Pay and the amount of additional coverage elected. You will receive notice of these costs during annual enrollment.

Contributions will be deducted from your paycheck, unless you are not receiving a paycheck for any reason (including being on short-term disability or a Leave of Absence). In such a case, you will receive a bill directly from the *Supplemental Long-Term Disability Benefits Enrollment Vendor* for the cost of coverage. For additional details regarding direct billing, contact the *Supplemental Long-Term Disability Benefits Enrollment Vendor*. See the *Supplemental Long-Term Disability Benefits Enrollment Vendor* table for information on how to contact the *Supplemental Long-Term Disability Benefits Enrollment Vendor*.

Supplemental Long-Term Disability rates will be determined annually using a formula based on prior Supplemental Long-Term Disability Benefits claims experience. You will be notified of any changes in the Supplemental Long-Term Disability Benefits contribution amounts before the effective date of the change.

Your rate for Supplemental Long-Term Disability will be determined using the following calculation method:

- Your Monthly Covered Compensation, (which is your annual basic wage rate as of Sept. 1 of the prior calendar year, including the 12-month average of commissions and nondiscretionary bonus paid Sept. 1 of the prior calendar year, divided by 12) is divided by \$100;
- The result is multiplied by the rate in effect during annual enrollment (for example, \$0.543);
- This cost is your monthly-required contribution for Supplemental Long-Term Disability Benefits coverage.

**Example:** Suppose your monthly Pay is \$4,000 and that the cost of coverage for you is \$0.543 per \$100. Your monthly required contribution will be:

$$(\$4,000 / \$100) \times \$0.543 = \$21.72$$

**Important** If you become Disabled, you will be required to continue your contributions for Supplemental Long-Term Disability Benefits while you are receiving Short-Term Disability Benefits. Once you begin receiving Company-Provided Long-Term Disability Benefits under the Program, your required Supplemental Long-Term Disability Benefits contributions will be waived and your Supplemental Long-Term Disability Benefits coverage under the Program will remain in effect at no cost to you. This waiver of Supplemental Long-Term Disability Benefits contributions will continue for as long as you qualify for Company-Provided Long-Term Disability Benefits under the Program.

## WHEN COVERAGE BEGINS AND ENDS

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### Coverage Begins

Your coverage under this Program begins on the first day after you fulfill all eligibility requirements, including the requirement that you have completed a six-month Term of Employment, provided that you are Actively-at-Work on that day. See the “Eligibility for the Program” section for more information on eligibility. If you are not Actively-at-Work on that day, coverage will be effective on the first day you are Actively-at-Work at your Customary Job without restrictions. Your coverage remains in effect as long as you are an Eligible Employee.

**Important:** Benefits are **not** payable, however, for any Disability that begins before completion of a six-month Term of Employment.

### *For Supplemental Long-Term Disability Benefits*

Your Supplemental Long-Term Disability Benefits coverage will begin the first day you are Actively-at-Work and you have enrolled and met all other eligibility requirements for Supplemental Long-Term Disability Benefits coverage, including the requirement that you have completed a six-month Term of Employment. See the “Eligibility for the Program” section for more information on eligibility.

- If you purchase Supplemental Long-Term Disability Benefits coverage during your initial enrollment period and if you are Actively-at-Work without restrictions on the coverage effective date, your Supplemental Long-Term Disability coverage will be effective the same date as your Short-Term Disability and Long-Term Disability coverage.
- If you are **not** Actively-at-Work on your first day of eligibility, coverage will be effective on the first day you are Actively-at-Work at your Customary Job without restrictions.
- If evidence of good health is required, your Supplemental Long-Term Disability Benefits coverage will be effective the first day of the month following your approval by the Evidence of Insurability Vendor, provided that you are Actively-at-Work on that date.
- Your coverage remains in effect as long as you are an Eligible Employee and continue to make the required contributions for the cost of the coverage.

### Coverage Ends

#### *For Short-Term Disability Benefits*

Your coverage ends on the earliest of:

- The date you cease to fulfill any of the eligibility requirements of the Program (See the “Eligibility for the Program” section for more information on eligibility).
- The date when your employment is terminated for any reason.
- The date the Program is terminated by the Company for your employment classification.
- The date the Company elects to discontinue the coverage.

**Important:** If your position is designated for surplus while you are receiving Short-Term Disability Benefits, your benefits will continue for the duration of your Disability period as long as you continue to meet the Program's definition of Disability. Your termination will be effective when you are released to return to Active Employment.

### ***For Company-Provided and Supplemental Long-Term Disability Benefits***

Your coverage will end on the earliest of:

- The date you cease to satisfy the definition of an Eligible Employee (See the "Eligibility for the Program" section for more information on eligibility).
- The date your employment for a Participating Company terminates for any reason other than you are Disabled (as defined for Company-Provided Long Term Disability Benefits and Supplemental Long Term Disability Benefits).
- The date the Program is terminated by the Company for your employment classification.
- The date the Company elects to discontinue the coverage.
- The date you fail to make any required Supplemental Long-Term Disability Benefits contributions.
- The date you cancel Supplemental Long-Term Disability Benefits coverage by giving notice to the *Supplemental Long-Term Disability Benefits Enrollment Vendor*.

### **Conversion**

When your Short-Term Disability, Company-Provided Long-Term Disability or Supplemental Long-Term Disability coverage ends under the Program, you **cannot** convert it to an individual policy.

## **DISCONTINUANCE OF BENEFITS UNDER THE PROGRAM**

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Your benefits under the Program will end on the earliest day any of the following events occur:

- You are currently employed or take full-time or part-time employment with another employer, or work for a self-owned or family-owned business while receiving Disability benefits of any kind from the Program. You are required to confirm secondary employment before the approval of Disability benefits. Your Disability benefits will cease immediately if it is determined that you are engaged in other employment, unless the other employment was approved in writing by the Claims Administrator in connection with your Company-Provided Long-Term Disability Benefits.
- You no longer meet the requirements for Disability as determined in the sole discretion of the Claims Administrator.
- You receive the maximum 26 weeks of Short-Term Disability Benefits payable and your employment is terminated as a result, unless you are approved for Company-Provided Long-Term Disability Benefits by the Claims Administrator.

- You receive the maximum duration of Company-Provided Long-Term Disability Benefits (see “When Your Company-Provided Long-Term Disability Benefits End”), or you receive the maximum duration of Supplemental Long-Term Disability Benefits (see “When Your Supplemental Long-Term Disability Benefits End”).
- You do not comply with one or more terms of the Program.
- The Program ends.
- You die.

Although you are otherwise eligible and may have been approved for benefits under the Program, all benefits under the Program will be denied or discontinued on the earliest day that any of the following events occur:

- You are not under the appropriate care and treatment of a Physician during your Disability or are noncompliant with the recommended course of treatment for your condition.
- You do not take proper care of yourself, follow the recommended treatment plan and/or receive proper treatment for your condition. If you have a claim for a mental health condition, you must be under the care of a duly licensed mental health professional.
- You fail to provide Medical Evidence or other information reasonably required by the Claims Administrator for purposes of administering your claim.
- You do not cooperate in a medical examination or interview or fail to make yourself available for an examination as directed by the Claims Administrator.
- You travel away from home during a Short-Term Disability Benefits absence without obtaining prior permission from the Claims Administrator. Each request for travel is determined on an individual basis.

**Important:** Travel (other than the normal activities required for commuting in your area) during a Short-Term Disability Benefits absence is not permitted without prior permission of the Claims Administrator. Contact the Claims Administrator if you need to recuperate away from home during a Short-Term Disability Benefits absence.

- You decline to return to your Customary Job, or another available job assigned by your Participating Company while receiving Short-Term Disability Benefits when medically able to do so as determined at the discretion of the Claims Administrator.
- You are receiving wages from a Participating Company (unless you are receiving wages in connection with an Approved Rehabilitation Program or an Approved Post-Rehabilitation Program).
- You fail to file a claim for Short-Term Disability Benefits within 60 days from your first day of eligibility for benefits.
- Your claim for Company-Provided or Supplemental Long-Term Disability Benefits was not preceded by 26 weeks of Short-Term Disability Benefits from the Program.
- You fail to file a claim for Company-Provided Long-Term Disability Benefits within 60 days from your first day of eligibility for benefits.

- A suit for damages or other legal action is brought by you against a Participating Company or any member of the AT&T Group of Companies, or employee of AT&T because of your injury or illness (except for an action to enforce your ERISA rights).
- You have full-time or part-time employment with another non-AT&T employer (including a self-owned or family-owned business).
- You do not follow your vocational rehabilitation plan, if applicable.
- Your claim is not filed while you are an Eligible Employee.
- You have not established your Disability based on Medical Evidence, as determined by the Claims Administrator.

## YOUR SHORT-TERM DISABILITY BENEFITS

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### KEY POINTS

- A. *Short-Term Disability Benefits under the Program are available if you have an approved Disability. Short-Term Disability Benefits under the Program are payable on the eighth day of continuous absence as a result of an approved Disability.*
- B. *The amount of Short-Term Disability Benefits depends on your Pay and your Term of Employment.*
- C. *Short-Term Disability Benefits are payable for a maximum of 26 weeks.*
- D. *Your Short-Term Disability Benefits will be reduced by certain other income sources known as Offsets.*

This Program provides Short-Term Disability Benefits for up to 26 weeks while you are Disabled.

### When You Are Considered Disabled

You are considered Disabled for purposes of Short-Term Disability Benefits if you are found by the Claims Administrator to be Disabled. Disabled means that you are absent from Active Employment and unable to perform the duties of your Customary Job due to illness (including pregnancy) or injuries.

You must also be covered by the Program (see “When Coverage Begins and Ends”) and Actively-at-Work at the time of your Disability.

You are not eligible to receive Short-Term Disability Benefits if your Disability is caused or contributed to by any injury or illness sustained as a result of any of the following:

- Your committing or attempting to commit an assault, battery or felony.
- Your service in the military (but a Disability occurring during military leave that is unrelated to your military service is not excluded).
- War, or any act of war, declared or undeclared, or any hazard of war (unless on Participating Company business, including travel, assignment and relocation outside the United States).
- Your active participation in a riot or civil commotion.

- A Disability caused by insurrection or rebellion.
- Intentionally self-inflicted injury or illness while sane or insane or attempted suicide.
- Your engaging in any other occupation(s) for a wage or profit or self-employment.
- A non-medically recognized condition or procedure.
- Cosmetic surgery, except for:
  - Surgery made necessary by accidental injury or illness (such as breast reconstruction after a mastectomy), or
  - A Disability that is caused by complications from cosmetic surgery (but benefits will not begin earlier than the time at which you could have returned from a cosmetic surgery that had no complications).
- Your illegal drug use.

### **Filing for Short-Term Disability Benefits**

In order to be considered for Short-Term Disability Benefits under the Program, you must:

- Be an Eligible Employee. You must meet the eligibility requirements before the first full or partial consecutive calendar day of absence from Active Employment as a result of a Disability. See the "Eligibility for the Program" section for more information on eligibility. You must be Actively-at-Work on the last scheduled day of work before your Disability occurs, and at the time you file your claim.
- Contact your supervisor, or appropriate designated representative, as soon as reasonably possible to report your absence.
- Contact the Claims Administrator as soon as you know your absence will result in an absence greater than seven full or partial consecutive calendar days (but no later than 60 days after your first day on which you are entitled to Short-Term Disability Benefits). See the "Contact Information" section for information on how to contact the Claims Administrator. You should also contact your supervisor.
- Be under the care of a Physician and follow his or her recommended treatment plan. The Claims Administrator will require that you periodically furnish satisfactory Medical Evidence of your Disability from your Physician.
- Ensure that your medical providers cooperate with the Claims Administrator to provide all necessary information to the Claims Administrator in a timely manner.
- Provide your Physician or other medical provider with a signed copy of the medical release form provided by the Claims Administrator.
- Report for a medical examination by a Physician designated by the Claims Administrator if the Claims Administrator requires this examination to initially qualify for or continue your Short-Term Disability Benefits. In this event, you will not be required to pay for the medical examination.



- Contact the Claims Administrator to obtain permission if you plan to travel or leave home while you are receiving Short-Term Disability Benefits.

**Important:** Travel while receiving Short-Term Disability Benefits is **not** permitted without prior permission from the Claims Administrator. See “Discontinuance of Benefits Under the Program” for more information about traveling while receiving Short-Term Disability Benefits.

Only the Claims Administrator has the discretion to determine whether you have a Disability that qualifies you for Short-Term Disability Benefits under the Program.

If you do not file your claim for Short-Term Disability Benefits within 60 days of your first day absent from Active Employment, the Claims Administrator will not be required to investigate or approve any claim unless the Claims Administrator, in its sole discretion, determines that the circumstances warrant an extension of the 60-day period. See the “Additional Information About Filing a Claim for Benefits Under the Program” section for information about filing a claim.

### When Short-Term Disability Benefits Begin

Your Short-Term Disability Benefits begin after seven days of full or partial absence. You must be considered Disabled for a full day on the eighth day that you are away from Active Employment as a result of an approved Disability in order for your benefits to begin (unless your absence begins within 42 days of a previous short-term disability absence — see the “Relapses” section).

A partial-day absence occurs when you are absent for at least one-half of the scheduled workday. Consult your Participating Company’s policies applicable to you to determine whether you may use paid-time off (PTO), vacation pay or illness pay during your initial seven-day absence from Active Employment.

**Example:** Mary is an Eligible Employee who is first absent from Active Employment as a result of an illness or injury beginning on Dec. 16. If she is absent as a result of the illness or injury until Dec. 23, her Short-Term Disability Benefits, if approved, would begin on Dec. 23 (eighth consecutive calendar day of absence). Note that if Mary’s first day of absence is Dec. 18, her eighth calendar day of absence is Dec. 25 — a holiday on which Mary is not scheduled to work. If Mary returns to Active Employment on Dec. 26, she will not have had a short-term disability under the Program. If she is still absent on Dec. 26 as a result of her approved Disability, she will begin receiving Short-Term Disability Benefits.

If the seven-day waiting period is interrupted by a return to Active Employment of more than one-half of your scheduled workday, a new seven-day waiting period must be completed before Short-Term Disability Benefits begin.

## Amount and Duration of Short-Term Disability Benefits

Your Short-Term Disability Benefits can last up to 26 weeks. The amount of your Short-Term Disability Benefits depends upon your Term of Employment, as of the date of your initial Disability, and your Pay, as of the first day Short-Term Disability Benefits begin, as the chart below shows.

Term of Employment	Weeks at full Pay (100 Percent of Pay)	Weeks at partial Pay (60 Percent of Pay)
6 months but less than 2 years	2	24
2 but less than 3 years	4	22
3 but less than 4 years	6	20
4 but less than 5 years	8	18
5 but less than 6 years	10	16
6 but less than 7 years	12	14
7 but less than 8 years	14	12
8 but less than 9 years	16	10
9 but less than 10 years	18	8
10 but less than 11 years	20	6
11 but less than 12 years	22	4
12 but less than 13 years	24	2
13 or more years	26	0

No Short-Term Disability Benefits are payable when wages or salary (including vacation pay or other payments during temporary absence) is payable by a Participating Company.

No Short-Term Disability or Partial Short-Term Disability Benefits will be paid if you do not return to Active Employment when you are approved under your Participating Company's Transitional Work Program (also known as the Return to Work Policy).

### Pay

"Pay" will mean your annual basic wage rate as of the first day of your Short-Term Disability Benefits, including the 12-month average of commissions, but excluding bonuses, shift differentials, overtime, pay in lieu of paid time off or other special payments. Your benefits will be calculated using a daily benefit rate of your annual Pay (as of the first day of your Short-Term Disability Benefits), divided by 364.

No increases or other changes in Pay, other than those applicable following ratification of a new bargaining agreement, will be effective until you return to Active Employment on a part-time or full-time basis. A wage increase after a transitional return to Active Employment will be applicable for regular wages for time worked but will not be applicable to the calculation of Disability benefits.

#### \* Special Rule for Part-Time Employees

*The amount of your Short-Term Disability Benefits will be calculated based upon your part-time Pay based on the number of hours you are scheduled to work per week, according to your Participating Company's payroll and employee classification records.*

### ***Partial Short-Term Disability Benefits***

The Program offers Partial Short-Term Disability Benefits during your transition period back to Active Employment for your Participating Company, in accordance with your Participating Company's Transitional Work Program (also known as the Return to Work Policy).

**Important:** You are eligible for Partial Short-Term Disability Benefits only following a period of total Short-Term Disability Benefits.

You are eligible for Partial Short-Term Disability Benefits based on the Medical Evidence from your Physician stating that you are capable of a reduced work schedule. You are required to accept Partial Short-Term Disability Benefits if the reduced work schedule can be accommodated by your Participating Company. No Short-Term Disability Benefits (either full or partial) will be paid if you do not return to Active Employment following approval of your transitional return to work.

Your benefits are calculated by reducing your daily Short-Term Disability Benefit rate to reflect the number of hours per day that you are able to work, and for which you are compensated, during your transition period. The days you are approved for Partial Short-Term Disability Benefits and work a partial schedule will count as full days against your maximum 26 weeks of Short-Term Disability Benefits. You may not receive more than 26 weeks of benefits when Short-Term Disability Benefits and Partial Short-Term Disability are combined.

**Example:** If you are approved for Short-Term Disability Benefits for six weeks and are then approved for Partial Short-Term Disability Benefits of four hours a day for two weeks, the six weeks of Short-Term Disability Benefits and the two weeks of Partial Short-Term Disability Benefits will be added together to reduce the 26-week maximum of Short-Term Disability Benefits you can receive under the Program.

### ***Offsets***

Your Short-Term Disability Benefits will be offset (reduced) by any of the following sources of income available to you, including but not limited to:

- Workers' Compensation Benefits (or the functional equivalent of Workers' Compensation Benefits (for example, "el Fondo" in Puerto Rico). If you are unable to work as a result of a work-related short-term disability, you may be eligible to receive Workers' Compensation Benefits. Workers' Compensation Benefits, including permanent disability, will reduce your Short-Term Disability Benefits provided in the section "Your Short-Term Disability Benefits." The Program will offset your benefit by Workers' Compensation Benefits only if they are payable for the same injury, illness, condition or Disability for which you are receiving Short-Term Disability Benefits from this Program.
- Social Security Disability Insurance (SSDI) and/or Social Security Retirement (SSR) benefits under the Social Security Act. Primary and family disability insurance will be taken into account. You will be directed by the Claims Administrator to a representative who will assist you in filing for Social Security benefits.

**Important:** Social Security uses a different definition of "disability" than the Program. There may be circumstances where you may be considered "disabled" by Social Security but not by the Program.

- Any amount received from any third party related to your Disability (without regard to the applicability of any “make-whole” doctrine).
- State Disability Insurance (SDI) and other benefits of the same character under any state or federal disability law, such as benefits under disability insurance laws of any other state (for example the Puerto Rico Working Mothers’ Maternity Act). You must apply for these benefits, and you must pursue any applicable appeals if your claim is denied. The Plan Administrator has the sole discretion to determine what payments under current or future laws are of the same general character as benefits under the Program.

**Important:** If you are unable to work as a result of a short-term disability, you may be eligible for State Disability Insurance (SDI). SDI benefits will reduce your Short-Term Disability Benefits. **You must apply for SDI benefits if they are provided by the state in which you work and pursue any applicable appeals if your claim is denied.** If your SDI claim is denied as a result of late filing or if you do not apply, any Short-Term Disability Benefits you receive will be reduced by the maximum amount of SDI benefits available from the state’s program until you provide the Claims Administrator with proof of the SDI benefit payment to you. Contact the Claims Administrator or your local state disability agency if you have questions about the SDI application. See the “Contact Information” section for information on how to contact the Claims Administrator or your local state disability agency.

This means that if the amount you receive from all of the Offsets listed above is less than the percentage of your Pay as shown in the “Amount and Duration of Short-Term Disability Benefits” section, Short-Term Disability Benefits provide additional payments to bring your total Disability income up to that level. If your combined income from the Offsets listed above is equal to or greater than the percentage of your Pay shown in the “Amount and Duration of Short-Term Disability Benefits” section, you will not receive payments from the Program. The Program may seek to recover any overpayments that you receive.

**Example:** Suppose you have five years of Term of Employment, and your weekly Pay is \$700. Suppose further that your Disability was as a result of an on-the-job injury, and you are receiving Workers’ Compensation Benefits of \$490 per week. The Claims Administrator approves you for Short-Term Disability Benefits at 100 percent of \$700 per week. Since you are receiving Workers’ Compensation Benefits of \$490 per week, you will receive Short-Term Disability Benefits of \$210 per week to bring your total weekly benefit up to \$700 (equal to 100 percent of Pay).

If your short-term disability is still approved by the Claims Administrator after 10 weeks, you will be eligible to receive Short-Term Disability Benefits at partial Pay. However, if Workers’ Compensation Benefits of \$490 per week continue, you will not receive any payments from the Program because the \$490 per week of Workers’ Compensation Benefits is more than Short-Term Disability Benefits at partial Pay.

Furthermore, if Short-Term Disability Benefits and Offsets are payable or awarded at different times for the same periods of Disability, Short-Term Disability Benefits will be adjusted to take into account the Offsets. If you receive a lump sum payment for any of the Offsets described in this section, your Program benefits will be reduced by the full amount of the lump sum, as determined by the Claims Administrator, with no adjustment for attorneys’ fees.

**Example:** If you receive retroactive Workers' Compensation Benefits four months after you have begun receiving Short-Term Disability Benefits, you will be considered to have been overpaid by the Program for those first four months, and future Short-Term Disability Benefits will be reduced to reflect the future Workers' Compensation Benefits and to recapture the past overpayments. In some cases, the Program may determine that you have received an overpayment for which repayment to the Program will be necessary.

There is no time limit on when Offsets can be applied. The Plan Administrator and Claims Administrator may choose, for administrative reasons, to establish rules that result in deferring application of certain Offsets. Failure to apply an Offset as soon as it is available will not constitute a waiver by the Program of offset rights or otherwise prevent their later exercise.

**Important:** No Short Term Disability Benefits payable under the Program will be reduced by reason of any benefit payable for a military service disability that is unrelated to the Disability for which you receive Program benefits.

### **Relapses**

If you return to full-time Active Employment on your regular schedule following a short-term disability and experience a relapse, you may be eligible for Short-Term Disability Benefits for your relapse depending upon the length of your original short-term disability and the length of time you returned to Active Employment (not including time while on a Leave of Absence). Note that this section applies whether your relapse is for the same Disability or a different one.

If you return to Active Employment for at least 42 consecutive days following your original short-term disability and are again Disabled, you are eligible for a new 26 weeks of Short-Term Disability Benefits on the eighth full and/or partial calendar day of a continuous period of absence.

If you return to Active Employment for less than 42 consecutive calendar days, and are again Disabled, you are not eligible for a new 26-week maximum benefit. Your Short-Term Disability Benefits will begin on the first day of the disability absence period. Your prior period of disability absence will be counted with your later period of disability absence, and your maximum benefit will be a total of 26 weeks. Your previous disability absence will be counted in determining whether you are eligible for full Pay, 60 percent of Pay or both.

**Example:** Suppose Don became Disabled and was unable to work for six weeks. He has four years of service. He returned to Active Employment and within 41 days was again Disabled.

Since Don had four years of service, he is eligible for eight weeks of full Pay and 18 weeks of 60 percent of Pay. After the seven-day waiting period, Don received six weeks of full Pay. After his relapse, Don can receive Short-Term Disability Benefits on the first day of this absence. If he remains Disabled, he will be eligible to receive two weeks of 100 percent of Pay and the remaining 18 weeks of partial Pay.

If you return to Active Employment for 41 days or less and received the maximum of 26 weeks Short-Term Disability Benefits during your previous disability absence, you may be eligible for Company-Provided Long-Term Disability Benefits. If approved by the Claims Administrator, your

Company-Provided Long-Term Disability Benefits would begin on the first calendar day of full absence, concurrent with termination from active payroll.

## How Benefits Are Paid

Your Short-Term Disability Benefits will be paid as soon as possible following a determination that you have a short-term disability and at the same time as wages are paid by the Participating Company except that arrears may be paid in a single sum. AT&T may, at its discretion, direct that Short-Term Disability Benefits be paid monthly. Additionally, under current law, Short-Term Disability Benefits are considered federal taxable income.

## When Your Short-Term Disability Benefits End

Your Short-Term Disability Benefits end on the earliest day any of the following events occur:

- You return to Active Employment with the AT&T Group of Companies. (Exception: If your return to Active Employment is as a result of the Claims Administrator determining, at its sole discretion, that you are eligible for Partial Short-Term Disability Benefits.)
- Your employment with the AT&T Group of Companies is terminated for any reason.
- You transfer employment to an employee group that is not eligible to participate in this Program, or the bargaining unit of which you are a member ceases to be covered by the Program by amendment or otherwise.
- You take a Leave of Absence, unless otherwise indicated by the applicable Leave of Absence.
- The date the Company elects to discontinue the coverage.

**Important:** Should your position be designated for surplus while you are out on Disability, your benefits will continue for the duration of your Disability period as long as you continue to meet the Program's definition of Disability. Your termination will be effective when you are released to return to Active Employment.

Your Short-Term Disability Benefits may also be discontinued for the reasons listed in the "Discontinuance of Benefits Under the Program" section.

### ***Impact on Your Employment Status***

Your employment is terminated after you receive 26 weeks of Short-Term Disability Benefits, unless you return to Active Employment. The termination occurs even if you are approved for Long-Term Disability Benefits. Refer to the AT&T Mobility Bargained Edge Leave of Absence Policy for more information on any Leave of Absence you may be eligible to receive.

If you are able to return to Active Employment after receiving Short-Term Disability Benefits, you will be subject to all Participating Company policies, including the AT&T Mobility Fitness for Duty Policy. In addition, if you fail to return to Active Employment within three days following the end of your Short-Term Disability Benefits, you may be subject to termination.

## YOUR COMPANY-PROVIDED LONG-TERM DISABILITY BENEFITS

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### KEY POINTS

- A. *If you are approved to receive Company-Provided Long-Term Disability Benefits, your benefits will begin on the first day immediately following your 26 weeks of Short-Term Disability Benefits.*
- B. *The Program pays Company-Provided Long-Term Disability Benefits that equal 50 percent of your Pay, reduced by the listed Offsets.*
- C. *Company-Provided Long-Term Disability Benefits will continue for most Eligible Employees until age 65 if you remain Disabled for purposes of Company-Provided Long-Term Disability Benefits.*
- D. *After 24 months of Company-Provided Long-Term Disability Benefits, your benefits will continue only if you are Totally Disabled and only if your Total Disability is caused by something other than a mental health claim.*
- E. *If you are receiving Company-Provided Long-Term Disability Benefits, your employment with the AT&T Group of Companies will be considered terminated unless you are approved for a Leave of Absence.*

This Program provides Company-Provided Long-Term Disability Benefits to Eligible Employees who are Disabled on the first day immediately following 26 weeks of Short-Term Disability Benefits.

### When You Are Considered Disabled

You are considered Disabled for purposes of Company-Provided Long-Term Disability Benefits under this Program when you have an illness or injury if:

- During the first twenty-four (24) months after your exhaustion of Short-Term Disability Benefits, you are continuously unable to perform your Customary Job.
- After the initial twenty-four (24) month period,
  - You have a Total Disability, which means that you are continuously prevented by your Disability from engaging in any employment for which you are qualified or may reasonably become qualified based on education, training or experience, **and**
  - Your Disability is caused by something other than a mental health claim.

**Important:** The maximum lifetime benefit period for a mental health claim under Company-Provided Long-Term Disability Benefits is 24 months. However, this maximum does not apply to mental health claims with organic causes, where the cause is determined by the Claims Administrator at its sole discretion.

You must also be covered by the Program (see the “When Coverage Begins and Ends” section) and Actively-at-Work at the time your Disability began to be considered Totally Disabled.

You will be considered Disabled during the period in which you are attempting to become qualified for an occupation or employment by actively pursuing a vocational rehabilitation plan. See the “Your Vocational Rehabilitation Benefits” section for a description of Vocational Rehabilitation Benefits.

You are **not** eligible to receive Company-Provided Long-Term Disability Benefits if your Disability is caused or contributed to by any injury or illness sustained as a result of any of the following:

- Your committing or attempting to commit an assault, battery or felony.
- Your service in the military (but a Disability occurring during military leave that is unrelated to your military service is not excluded).
- War, or any act of war, declared or undeclared, or any hazard of war (unless on Participating Company business, including travel, assignment and relocation outside the United States).
- Your active participation in a riot or civil commotion.
- A Disability caused by insurrection or rebellion.
- Intentionally self-inflicted injury or illness while sane or insane or attempted suicide.
- Your engaging in any other occupation(s) for a wage or profit or self-employment.
- A non-medically recognized condition or procedure.
- Cosmetic surgery, except for:
  - Surgery made necessary by accidental injury or illness (such as breast reconstruction after a mastectomy), or
  - A Disability that is caused by complications from cosmetic surgery (but benefits will not begin earlier than the time at which you could have returned from a cosmetic surgery that had no complications).
- Your illegal drug use.

### Filing for Benefits

As a general rule, shortly before you reach the end of the 26-week period during which you received Short-Term Disability Benefits under the Program, the Claims Administrator will send you the appropriate forms to apply for Company-Provided Long-Term Disability Benefits from the Program, as well as information on filing for Social Security Disability Insurance benefits. If you are within a few days of the end of the 26-week Short-Term Disability Benefits period and you have not received the forms for applying for Company-Provided Long-Term Disability Benefits from the Program, contact the Claims Administrator and ask for them to be sent. See the “Contact Information” section for information on how to contact the Claims Administrator.

In order to be considered for Company-Provided Long-Term Disability Benefits, you must:

- Be an Eligible Employee. See the “Eligibility for the Program” section for more information on eligibility.
- Have received the maximum amount (26 weeks) of Short-Term Disability Benefits under the Program.



- File an application for Company-Provided Long-Term Disability Benefits with the Claims Administrator no later than 60 days after the end of the period for which Short-Term Disability Benefits are payable (not 60 days from the date you receive your last short-term disability payment). See the “Contact Information” section for the mailing address of the Claims Administrator.
- Be under the care of a Physician and follow his or her recommended treatment. The Claims Administrator will require that you periodically furnish satisfactory Medical Evidence of your Disability from your Physician.
- Report for a medical examination by a Physician designated by the Claims Administrator if the Claims Administrator requires this examination to initially qualify for or continue your Company-Provided Long-Term Disability Benefits. In this event, you will not be required to pay for the medical examination.
- Provide your Physician or other medical provider with a signed copy of the medical release form provided by the Claims Administrator.
- Provide proof that you have applied for or are receiving any other income benefits for which you qualify. If you do not provide the proof described in this section, the Claims Administrator may cease payments to you or adjust your benefits by the estimated amount of your benefits. You must:
  - Provide proof that you and your dependents have applied for all other income benefits that you are (or may be) eligible to receive related to your Disability and have made a timely appeal of any denial through the highest administrative level. You must furnish all proof needed to obtain other available benefits.
  - Provide proof that you have not waived any other income benefits without the Claims Administrator’s written consent.
  - Send copies of the documents to the Claims Administrator showing the effective dates and the amounts of other income benefits.

Only the Claims Administrator has the discretion to determine whether you have a disability that qualifies you for Company-Provided Long-Term Disability Benefits under the Program. If you do not file your claim for Company-Provided Long-Term Disability Benefits within 60 days after the end of the period for which Short-Term Disability Benefits are payable, the Claims Administrator, at its sole discretion, will not be required to investigate or approve any claim unless the circumstances warrant an extension of the 60-day period. See the “Additional Information About Filing a Claim for Benefits Under the Program” section for information about filing a claim.

## **When Company-Provided Long-Term Disability Benefits Begin**

Your approved Company-Provided Long-Term Disability Benefits begin on the first day immediately following the end of the 26-week period during which you received Short-Term Disability Benefits from this Program, provided that at the end of the 26-week period you are considered Disabled.

### ***Impact on Your Employment Status***

Even if you are approved for Company-Provided Long-Term Disability Benefits, your employment is terminated when you have reached your maximum Short-Term Disability Benefits (as explained in the “Impact on Your Employment Status” in the “When Your Short-Term Disability Benefits End” section) unless you are approved for a Leave of Absence. Refer to the AT&T Mobility Bargained

Edge Leave of Absence Policy for more information on any Leave of Absence you may be eligible to receive.

If you qualify for Company-Provided Long-Term Disability Benefits and later recover from the Disability, you may reapply for employment with the Participating Company, but there is no guarantee of re-employment. This includes any individual with a current Workers' Compensation claim.

## Amount of Company-Provided Long-Term Disability Benefits

The Program pays Company-Provided Long-Term Disability Benefits that equal 50 percent of your Pay, offset (reduced) by other sources of income listed in the "Offsets" section below.

### **Pay**

Your Pay will be your annual basic wage rate as of the first day of your Short-Term Disability Benefits, including 12-month average commissions paid before your Short-Term Disability Benefits began and 24-month average nondiscretionary bonuses paid before your Short-Term Disability Benefits began, but excluding shift differentials, discretionary bonuses, overtime, pay in lieu of paid time off or other special payments.

### **\* Special Rule for Part-Time Employees**

*The amount of your Company-Provided Long-Term Disability Benefits will be calculated based upon your part-time Pay based on the number of hours you are scheduled to work per week, according to your Participating Company's payroll and employee classification records.*

### **Offsets**

You must apply for any other source of income for which you qualify, including but not limited to the sources of income listed below. You must provide proof that you filed a timely benefit application and pursued all appeals (see the "Filing for Benefits" section). If you do not provide such proof, your Company-Provided Long-Term Disability Benefits will be reduced by the estimated amount of income from other sources that you would have received, or your Company-Provided Long-Term Disability Benefits will be terminated.

Your Company-Provided Long-Term Disability Benefits will be offset (reduced) by any of the following sources of income available to you including but not limited to:

- Workers' Compensation Benefits or the functional equivalent of Workers' Compensation Benefits (for example, "el Fondo" in Puerto Rico). If you are unable to work as a result of a work-related long-term disability, you may be eligible to receive Workers' Compensation Benefits. Workers' Compensation Benefits, including permanent disability, will reduce your Company-Provided Long-Term Disability Benefits provided above. The Program will offset your benefit by Workers' Compensation Benefits only if they are payable for the same injury, illness, condition or Disability for which you are receiving Company-Provided Long-Term Disability Benefits from this Program.
- Social Security Disability Insurance (SSDI and/or Social Security Retirement (SSR) benefits under the Social Security Act. Primary and family disability insurance benefits will be taken into account; the Offset will not be recalculated if you later receive an increase, such as cost of living, in your Social Security award amount. You must apply for Social Security benefits, and you must exhaust all administrative remedies if you are initially denied. If you do not apply for Social Security benefits, the Claims Administrator will use an estimate of your monthly Social Security benefits for Offset purposes. If an estimate is used and your Social Security benefits are denied on final appeal, you will be refunded the amount that was withheld from your monthly Company-Provided Long-Term Disability Benefits. You will

be directed by the Claims Administrator to a representative who will assist you in filing for Social Security benefits.

**Important:** Social Security uses a different definition of "disability" than the Program. There may be circumstances where you may be considered "disabled" by Social Security but not by the Program.

- Any amount received from any third party related to your Disability (without regard to the applicability of any "make-whole" doctrine), including 50 percent of your earnings from an Approved Rehabilitation Program and 60 percent of your earnings from an Approved Post-Rehabilitation Program.
- State Disability Insurance (SDI) and other benefits of the same character under any state or federal disability law, such as benefits under disability insurance laws of any other state (for example the Puerto Rico Working Mothers' Maternity Act). You must apply for these benefits, and you must pursue any applicable appeals if your claim is denied. The Plan Administrator has the sole discretion to determine what payments under current or future laws are of the same general character as benefits under the Program.

**Important:** If you are unable to work as a result of a long-term disability, you may be eligible for State Disability Insurance (SDI). **You must apply for SDI benefits if they are provided by the state in which you work and pursue any applicable appeals if your claim is denied.** If your SDI claim is denied as a result of late filing or if you do not apply, any Company-Provided Long-Term Disability Benefits you receive from the Program will be reduced by the maximum amount of SDI benefits available from the state's program until you provide the Claims Administrator with proof of the SDI benefit payment to you. Contact the Claims Administrator or your local state disability agency if you have questions about the SDI application. See the "Contact information" section for information on how to contact the Claims Administrator or your local state disability agency.

This means that if the amount you receive from the Offsets listed previously is less than 50 percent of your Pay, Company-Provided Long-Term Disability Benefits provide additional payments to bring your total income up to that level. If your combined income from Offsets is equal to or greater than 50 percent of your Pay, you will not receive payments from the Program. The Program may seek to recover any overpayments that you receive.

If Company-Provided Long-Term Disability Benefits and Offsets are payable or awarded at different times or for different periods of Disability, the Company-Provided Long-Term Disability Benefits will be adjusted to take the Offsets into account. If you receive a lump sum payment for any of the Offsets described in this section, your Program benefits will be reduced by the full amount of the lump sum, as determined by the Claims Administrator, with no adjustment for attorneys' fees.

**Example:** If you receive Workers' Compensation Benefits or a settlement of those benefits while, or after, you have been receiving Company-Provided Long-Term Disability Benefits from this Program, your future Company-Provided Long-Term Disability Benefits will be reduced to reflect the amount of the payment. In some cases, the Claims Administrator may determine that you have received an overpayment for which repayment to the Program will be necessary.

There is no time limit on when Offsets can be applied. The Plan Administrator and Claims Administrator may choose, for administrative reasons, to establish rules that result in deferring application of certain Offsets. Failure to apply an Offset as soon as it is available will not constitute a waiver by the Program of offset rights or otherwise prevent their later exercise.

If any present or future law provides for payment of disability benefits, this Program will reduce its payment by any benefits provided by law.

**Important:** No Company-Provided Long-Term Disability Benefit payable under the Program will be reduced by reason of any benefit payable for a military service disability that is unrelated to the Disability for which you receive Program benefits.

## How Benefits Are Paid

Any Company-Provided Long-Term Disability Benefits you receive are payable monthly. If payment has not been approved by the Claims Administrator in time to do so or if payment is approved following a review of a denied claim for Company-Provided Long-Term Disability Benefits, Company-Provided Long-Term Disability Benefits will be paid to you as soon as practicable on a monthly basis following approval of the Company-Provided Long-Term Disability Benefits. Your benefits will be calculated using a daily benefit rate of your Pay, divided by 364. You will be paid for each day you are Disabled and entitled to benefits, regardless of whether that day would have been a workday, weekend or holiday. Your benefits will be prorated for any partial month that you are entitled to Program benefits.

Additionally, under current law, the Company-Provided Long-Term Disability Benefits are considered federal taxable income.

## When Your Company-Provided Long-Term Disability Benefits End

Your Company-Provided Long-Term Disability Benefits end when the first of the following events occur:

- Date of your death.
- Date you no longer meet the definition of Disability for purposes of Company-Provided Long-Term Disability Benefits as determined by the Claims Administrator.
- Date your approved Disability ends due to your recovery or the date of your failure to comply with the Plan's eligibility, administrative, claims processing or proof of Disability requirements.
- If you have not reached age 60 on the date you become eligible for Short-Term Disability Benefits, your Company-Provided Long-Term Disability Benefits end at the end of the month that you reach age 65. If you have reached age 60 on the date you become Disabled, your Company-Provided Long-Term Disability Benefits end when the combined period for which you are paid Short-Term and Company-Provided Long-Term Disability Benefits from this Program equals five years.
- If you have a mental health claim, the maximum lifetime benefit period is 24 months. If you are hospitalized at the end of the 24-month period, disability benefits will continue only until the hospital confinement ends. This provision does not apply to mental health disabilities with organic causes (where the cause is determined by the Claims

Administrator in its sole discretion). Such disabilities will continue as long as you meet the Program's requirements.

- You return to Active Employment with any of the AT&T Group of Companies (as defined in the "Definitions" section).

Your Company-Provided Long-Term Disability Benefits may also be discontinued for the reasons listed in the "Discontinuance of Benefits under the Program" section.

## YOUR SUPPLEMENTAL LONG-TERM DISABILITY BENEFITS

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### KEY POINTS

- A. You may elect insured Supplemental Long-Term Disability Benefits equal to 20 percent of your Pay.*
- B. You must pay contributions for Supplemental Long-Term Disability Benefits on an after-tax basis. Your cost for coverage will be determined annually, and you will receive notice of these costs upon your hire and during annual enrollment.*
- C. You will continue to receive Supplemental Long-Term Disability Benefits under the Program, as long as you continue to be approved by for Company-Provided Long-Term Disability Benefits.*

Supplemental Long-Term Disability Benefits offer additional coverage to replace lost income when a disabling illness or injury prevents you from working after you receive the maximum 26 weeks of Short-Term Disability Benefits under the Program. You may elect this additional benefit, which supplements any Company-Provided Long-Term Disability Benefits paid under the Program. See the "Eligibility for the Program" section for more information on eligibility.

You will continue to receive Supplemental Long-Term Disability Benefits under the Program, as long as you continue to be approved for Company-Provided Long-Term Disability Benefits. If you are not eligible for Company-Provided Long-Term Disability benefits because your disability does not meet the Program's definition of Disabled, you will not be eligible to receive Supplemental Long-Term Disability Benefits.

You must also be covered by the Program (see the "When Coverage Begins and Ends" section) and Actively-at-Work at the time your Disability began to be considered Disabled for purposes of Supplemental Long-Term Disability Benefits.

### Filing for Benefits

If you are enrolled in Supplemental Long-Term Disability Benefits, the Claims Administrator will determine whether you are eligible to receive Supplemental Long-Term Disability Benefits. Your claim for Company-Provided Long-Term Disability Benefits will also serve as your claim for Supplemental Long-Term Disability Benefits. All "Filing for Benefits" rules applicable to your Company-Provided Long-Term Disability Benefits also apply to your Supplemental Long-Term Disability Benefits.

If, for whatever reason, you are approved for Company-Provided Long-Term Disability Benefits but do not receive Supplemental Long-Term Disability Benefits, contact the Claims Administrator for more information. See the "Contact Information" section for information on how to contact the Claims Administrator.

Eligibility for payment of Supplemental Long-Term Disability Benefits is determined based on the Claims Administrator's determination of whether you are approved to receive Company-Provided Long-Term Disability Benefits.

## When Supplemental Long-Term Disability Benefits Begin

If you are approved for Company-Provided Long-Term Disability Benefits, Supplemental Long-Term Disability Benefits begin on the first day immediately following the maximum 26 weeks of Short-Term Disability Benefits.

## Amount of Supplemental Long-Term Disability Benefits

You may elect Supplemental Long-Term Disability Benefits equal to 20 percent of your Pay.

### **Pay**

Your Pay will be your annual basic wage rate as of the first day of your Short-Term Disability Benefits, including 12-month average commissions paid before your Short-Term Disability Benefits began and 24-month average nondiscretionary bonuses paid before your Short-Term Disability Benefits began, but excluding shift differentials, discretionary bonuses, overtime, pay in lieu of paid time off or other special payments.

### **\* Special Rule for Part-Time Employees**

*The amount of your Supplemental Long-Term Disability Benefits will be calculated based upon your part-time Pay based on the number of hours you are scheduled to work per week, according to your Participating Company's payroll and employee classification records.*

### **Offsets**

You must apply for any other source of income for which you qualify. Offsets for your Supplemental Long-Term Disability Benefits will be the same as the Offsets for your Company-Provided Long-Term Disability Benefits. You must provide proof that you filed a timely benefit application and pursued all appeals (see the "Filing for Benefits" section). If you do not provide such proof, your Supplemental Long-Term Disability Benefits will be reduced by the estimated amount of income from other sources that you would have receive, or your Supplemental Long-Term Disability Benefits will be terminated.

## How Benefits Are Paid

Any Supplemental Long-Term Disability Benefits you receive are payable monthly. Your benefits will be calculated using a daily benefit rate of your Pay, divided by 364. You will be paid for each day you are Disabled and entitled to benefits, regardless of whether that day would have been a workday, weekend or holiday. Your benefits will be prorated for any partial month that you are entitled to Program benefits.

Under current law, Supplemental Long-Term Disability Benefits are **not** considered federal taxable income.

## When Supplemental Long-Term Disability Benefits End

Your Supplemental Long-Term Disability Benefits under the Program will continue for as long as you continue to be Disabled, as required, and you are approved to receive Company-Provided Long-Term Disability Benefits. Your Supplemental Long-Term Disability Benefits end when your Company-Provided Long-Term Disability Benefits end. See the "When your Company-Provided Long-Term Disability Benefits End" section.

## YOUR VOCATIONAL REHABILITATION BENEFITS

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### KEY POINT

- A. *Vocational Rehabilitation Benefits train you for new employment if you become Disabled.*

After a period of any Disability, it may be difficult to return immediately to full-time Active Employment even though you are substantially recovered. The Program offers Vocational Rehabilitation Benefits to assist certain recipients of Program benefits with training for new employment. The Program offers two types of Vocational Rehabilitation Benefits:

- **Approved Rehabilitation Program** means a formal physical, mental or vocational rehabilitation program, approved by the Claims Administrator, which is expected to result in your return to full productivity at your Customary Job or a reasonable occupation on a full-time basis.
- **Approved Post-Rehabilitation Program** means a period of part-time Active Employment at your Customary Job or at another reasonable occupation, approved by the Claims Administrator, which is not expected to result in your return to full productivity at your Customary Job.

Both programs enable you to phase-in your return to full-time employment in a manner which supports your health and financial needs. While you are receiving Vocational Rehabilitation Benefits, you will be allowed to work without jeopardizing your status as Disabled.

**Important:** Participation in an Approved Rehabilitation Program and/or Approved Post-Rehabilitation Program is determined at the discretion of the Claims Administrator. You will be notified if you have been selected for Vocational Rehabilitation Benefits. If the Claims Administrator determines that you are eligible to participate, participation is voluntary.

The maximum time period that you may participate in these programs is 24 months, as determined by the Claims Administrator. All rehabilitative employment must be approved in advance by the Claims Administrator.

### Approved Rehabilitation Program

The intent of an Approved Rehabilitation Program is to help you develop the skills that will facilitate your return to your Customary Job or another reasonable occupation other than your Customary Job on a full-time basis. While you are engaged in an Approved Rehabilitation Program, only 50 percent of your earnings from that program will be used to offset your Program benefits.

Under no circumstances will the combination of your Disability benefits and income from an Approved Rehabilitation Program exceed your regular monthly earnings, based on your Pay in effect at the time of your Disability. If so, a higher percentage of an Approved Rehabilitation Program income will be used to reduce your Disability benefit so that your total earnings do not exceed 100 percent of your pay before Disability.

Your rehabilitation program will cease to be an Approved Rehabilitation Program on the earliest to occur of:

- The date you are able to perform the duties of your Customary Job or another occupation other than your Customary Job for which you are reasonably qualified;
- The date you begin an Approved Post-Rehabilitation Program; or
- The date the Claims Administrator withdraws, in writing, its approval of the program; or
- You have received 24 months of Vocational Rehabilitation Benefits.

### **Approved Post-Rehabilitation Program**

When the Claims Administrator determines that your continued participation in an Approved Rehabilitation Program will not result in your physical ability to work at your Customary Job or another reasonable occupation other than your Customary Job on a full-time basis, you may participate in an Approved Post-Rehabilitation Program.

While you are engaged in an Approved Post-Rehabilitation Program, on either a full-time or part-time basis, your Program benefit will be reduced by 60 percent of the earnings from the Approved Post-Rehabilitation Program.

Your Post-Rehabilitation Program will cease to be an Approved Post-Rehabilitation Program on the earliest to occur of:

- The date you are able to perform the duties of your Customary Job or another occupation other than your Customary Job for which you are reasonably qualified;
- The date you begin an Approved Rehabilitation Program; or
- The date the Claims Administrator withdraws, in writing, its approval of the program.

## **FINAL UNPAID BENEFITS UNDER THE PROGRAM**

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If you die, benefits under the Program will be paid through the date of your death to your spouse or to your estate if you have no surviving spouse.

If your surviving spouse is physically or mentally incompetent to receive your final payment, the Plan Administrator may authorize that the final payment be paid to another authorized person, estate or institution who is caring for, or has control of your surviving spouse.

In no event will benefits be paid to any individual who is involved in your death such that applicable law, state or federal, would deny that individual any interest in your assets (whether or not the individual actually is entitled to your assets).

## **BENEFITS PROVIDED UNDER OTHER PLANS OR PROGRAMS**

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For eligibility regarding other health and life insurance benefits you may be eligible for while receiving benefits under the Program, refer to the SPD that governs eligibility for the applicable benefit plan.



## ADDITIONAL INFORMATION ABOUT FILING A CLAIM FOR BENEFITS UNDER THE PROGRAM

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### KEY POINT

- A. *Generally, you will receive a written notice within 45 days from the Claims Administrator if your claim for benefits is approved or denied.*

When you make a claim for benefits under the Program, the Program's Claims Administrator will notify you of the decision regarding your claim within 45 days of the date your claim is received by the Claims Administrator. The Claims Administrator may extend this 45-day period for up to 30 days (plus an additional 30 days if needed) if it determines that special circumstances outside of the Program's control require more time to determine your claim.

You will be notified within the initial 45-day period (and within the first 30-day extension period if an additional 30 days are needed) whether additional time is needed and what special circumstances require the extra time. If extensions are required because the Claims Administrator needs additional information from you, you will have 45 days from the Claims Administrator's notification to provide that information. Once you have provided the information, the Claims Administrator will decide your claim within the time remaining in the initial or extended review period. If you do not receive a written response within the time limits described in this paragraph, your claim will be deemed denied and you will have the right to file an appeal.

If you receive a written or electronic notice from the Claims Administrator that your claim is denied, the notice will contain:

- Specific reasons for the denial.
- Specific reference to the Program provisions on which the denial is based, where applicable.
- If applicable, a statement that an internal rule, guideline, protocol or other similar criterion was relied on in making the determination and that a copy of the rule, guideline, protocol or criterion will be provided free of charge upon request.
- An explanation of the scientific or clinical judgment for the determination and how the terms of the Program were applied to your medical circumstances if the determination is based on medical necessity, experimental treatment or a similar exclusion or limit and that a copy of the explanation will be provided free of charge upon request.
- If applicable, a description of any additional information needed to make your claim acceptable and the reason the information is needed.
- A description of the procedure by which you may appeal the denial to the Program's Claims Administrator.
- A statement concerning your right to file a civil action under ERISA after the required review has been completed.

**Important:** As a requirement for receiving benefits from the Program, you must authorize AT&T or any Participating Company or any provider of documentation of a claim to furnish the Claims Administrator with any and all information and records relating to your claim. Such authorization will be treated as a waiver of all provisions of law forbidding such disclosure.

## HOW TO APPEAL A DENIAL OF BENEFITS

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### KEY POINTS

- A. *You have 180 days after receipt of the denial notice to submit a written request to appeal the decision.*
- B. *Generally, you will receive a final determination regarding your appeal within 45 days of receipt of your appeal by the Claims Administrator.*
- C. *You may not file a lawsuit against the Plan until you complete the appeal process (or you have **not** received a decision or notice of extension within the applicable period).*

### When You May File an Appeal

If your claim is denied in whole or in part and you disagree with the decision, you may appeal the decision by filing a written request for review. You or your authorized representative must make the request for review within 180 days of receipt of the denial notice (or within 180 days after the review period has expired).

### Who Decides Your Appeal

The Plan Administrator has delegated discretion and authority to decide appeals to the Claims Administrator. See the "Contact Information" section for information on how to contact the Claims Administrator. The Claims Administrator will have full and exclusive authority and discretion to grant and deny appeals under the Program. The decision of the Claims Administrator regarding any appeal will be final and conclusive.

### How to File an Appeal

If you or your authorized representative sends a written request for review of a denied claim, you or your representative has the right to:

- Send a written statement of the issues and any other comments along with any new or additional evidence or materials in support of your appeal. See the "Contact Information" section for the mailing address of the Claims Administrator.
- Upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits provided that the Claims Administrator finds that the requested documents or material are pertinent to your appeal and are required to be disclosed by ERISA.
- Request and receive, free of charge, documents that bear on your claim, such as any internal rule, guideline, protocol or other similar criterion relied on in denying your claim.

In your appeal, you should state as clearly and specifically as possible any facts and/or reasons why you believe the Claims Administrator's action is incorrect. You should also include any new or additional evidence or materials in support of your appeal that you wish the Claims Administrator

to consider. Such evidence or material must be submitted along with your written statement at the time you file your appeal.

One or more qualified individual(s) who was not involved in the decision to deny your initial claim will be appointed to decide the appeal. This individual will decide the appeal based upon the evidence that was considered by the Claims Administrator; the issues, records and comments submitted by you; and such other evidence as the individual may independently discover. If your claim was denied based upon medical judgment, the review will be done in consultation with a health care professional with appropriate expertise in the field and who was not involved in the initial determination. The Claims Administrator may consult with, or seek the participation of, medical experts as part of the appeal resolution process. When you file your appeal, you consent to this referral and the sharing of pertinent information. Your appeal may be decided entirely on the basis of evidence submitted in writing, and you are not entitled to a hearing, nor do you have the right to present oral testimony or cross-examine authors of written evidence submitted. You will be provided with the identity of any medical or vocational experts whose advice was obtained by the Program in connection with denial of your appeal, without regard to whether the advice was relied upon in making the benefit determination.

Unless you are notified in writing that more time is needed, a review and decision on your appeal must be made within 45 days after your appeal is received. If special circumstances require more time to consider your appeal, the Claims Administrator may take an additional 45 days to reach a decision, but you must be notified in writing that there will be a delay.

If your appeal is denied in whole or in part, the Claims Administrator's decision will be in writing or sent electronically and will contain:

- Specific reasons for the denial.
- Specific references to the Program provisions on which the denial is based.
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.
- If an internal rule, guideline, protocol or other similar criterion was relied on in making the determination, a statement that such rule, guideline, protocol or criterion was relied on in making the determination and a copy of the rule, guideline, protocol or criterion will be provided free of charge upon request.
- An explanation of the scientific or clinical judgment for the determination and how the terms of the Program were applied to your medical circumstances if the determination is based on medical necessity, experimental treatment or a similar exclusion or limit and that a copy of the explanation will be provided free of charge upon request.
- A description of any additional material or information required for payment of benefits under the Program.
- A statement concerning your right to file a civil action under ERISA.

If your appeal is denied, it is final and not subject to further review unless a court of competent jurisdiction determines that the Claims Administrator has abused its discretion in deciding to deny the claim.

## Importance of Exhausting Administrative Remedies

If you wish to bring a legal action concerning your right to participate in the Program or your right to receive benefits under the Program, you must first go through the claims and appeal process described in this section. A legal action may not be filed until you have completed the claim and appeal process. Legal action involving the Program should be filed against the AT&T Umbrella Benefit Plan No. 1.

Any legal action based on a denial of eligibility and/or for benefits under the Program must be filed no later than five years after the date of the denial by the Claims Administrator to whom the claim authority has been assigned.

## OVERPAYMENTS

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The Program has the right to collect (at any time) any overpayment made to you by withholding your benefit payments from this Program, by deducting it from future wages, or by any other means, including seeking it from your estate or bringing a civil action in court. The right to recover benefits overpayments also applies to payments from other sources for the same Disability, including amounts received from any third party. Any overpayment by the Program may be recovered by withholding any benefit payable by the Program (for example, an overpayment while you are receiving Short-Term Disability Benefits may result in a reduction in your Company-Provided Long-Term Disability Benefits from the Program). If you, your attorney or other representative receives any funds that qualify as Offsets, you agree to place the funds in a separate, identifiable account. You also agree that the Program has an equitable lien on the funds, and/or you agree to serve as a constructive trustee over the funds to the extent that the Program has paid expenses related to that illness or injury. This means that you will be deemed to be in control of the funds.

## ERISA RIGHTS OF PARTICIPANTS

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### KEY POINTS

- A. *ERISA is a federal law that provides certain rights and protection to all Program Participants.*
- B. *The persons who are responsible for the operation of the Program have a duty to act prudently and in the interest of the Participants and their beneficiaries.*
- C. *No one may fire or discriminate against you for exercising your ERISA rights.*

As a participant in the Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that you, and all other participants, shall be entitled to:

### Receive Information About Your Plan and Benefits

You can:

- Review at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Program, insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Program with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Association. There is no charge for this review.
- Obtain, on written request to the Plan Administrator, copies of documents governing the operation of the Program, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies. If you wish to request copies of any of these documents send your request in writing to the following address:

<p>AT&amp;T Services, Inc.          Attn: Plan Documents          P.O. Box 132160          Dallas, TX 75313-2160</p>
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- Receive a summary of the Program's annual financial report, if any is required to be prepared by ERISA. The Plan Administrator is required by law to furnish each participant with a copy of any required summary annual report (SAR).

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Program participants, ERISA imposes duties on the people who are responsible for the operation of the employee benefit plan. The people who operate your Program, called "fiduciaries" of the Program, have a duty to do so prudently and in the interest of you and other Program participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Program benefit or exercising your rights under ERISA.

## Enforce Your Rights

If your claim for a benefit 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 the above rights. For instance, if you request a copy of plan documents or the latest annual report (if any) from the Program and do not receive them within 30 days, you may file suit in a 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 administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that Program fiduciaries misuse the Program'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 any questions about your Program, you should contact the Plan Administrator. If you have any 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 (formerly the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue NW  
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## DEFINITIONS

**Active Employment or Actively-at-Work** means:

- You are either on an approved Leave of Absence or you are classified by the employer as actively working for the Participating Company, performing the material duties of your Customary Job without limitations or restrictions at (i) your usual place of business or (ii) some other location that the Participating Company's business requires you to be;
- You have not been suspended or terminated by the employer;
- You are not incarcerated;
- You are a citizen or legal resident of the United States;
- You are not a temporary or seasonal Employee; and

- You are not receiving Partial Short-Term Disability Benefits.

**AT&T or Company.** AT&T Inc. a Delaware corporation, or its successors.

**AT&T Group of Companies.** AT&T Inc. and any other entity included with it as an “employer” as determined pursuant to Internal Revenue Code §414(b), (c), (m) and (o) and the regulations thereto.

**Bargained Employee.** This refers to any employee whose job title and classification are included in a collective bargaining agreement between a Participating Company and a union that has agreed to the benefits provided under the Program.

**Claims Administrator.** The individual or entity delegated by the Plan Administrator to determine all claims and appeals for benefits under the Program. Currently, the Claims Administrator is Sedgwick Claims Management Services, Inc., which operates the AT&T Integrated Disability Service Center. See the “Contact Information” section for information on how to contact the AT&T Integrated Disability Service Center.

**Company-Provided Long-Term Disability Benefits.** Company-Provided Long-Term Disability Benefits that are provided under the Program. See the “Your Company-Provided Long-Term Disability Benefits” section.

**Customary Job.** means the work activity that you were hired to regularly perform for the Participating Company and that serves as your source of income from the Participating Company.

**Leased Employee.** A Leased Employee is an individual who is being paid by a company other than one of the AT&T Group of Companies and who is providing services to one or more of the AT&T Group of Companies in accordance with a contract that is between the company that is paying him and one or more of the AT&T Group of Companies. A Leased Employee is not eligible for coverage under the Program even if he is considered to be a “common law employee” of one of the AT&T Group of Companies.

**Leave of Absence.** Leave of Absence means a leave of absence formally granted to an employee in accordance with rules established by his Participating Company.

**Medical Evidence.** Objective medical information sufficient to show that the participant is Disabled, as determined at the sole discretion of the Claims Administrator. Objective medical information includes, but is not limited to, results from diagnostic tools and examinations performed in accordance with the generally accepted principles of the health care profession. In general, a diagnosis that is based largely or entirely on self-reported symptoms will not be considered sufficient to support a finding of Disability. For example, reports of intense pain, standing alone, will be unlikely to support a finding of Disability, but reports of intense pain associated with an observable medical condition that typically produces intense pain could be sufficient.

**Partial Short-Term Disability Benefits.** Partial Short-Term Disability Benefits that are provided under the Program during a period that you transition back to Active Employment. See the “Partial Short-Term Disability Benefits” section.

**Physician.** A person licensed to practice medicine in the jurisdiction in which such services are performed or any other person whose services, according to applicable law, must be treated as Physician’s services. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He or she must also be certified and/or registered if required by such jurisdiction. However, it is important to keep in mind that in order to receive appropriate care and treatment, the Physician’s medical training and clinical specialty

must be appropriate for treating the particular disability, e.g., a dermatologist cannot certify a disability for a heart attack. Practitioners other than medical doctors may be recognized as Physicians if required by applicable law. Any duly licensed mental health care professional will be deemed to be a Physician under the terms and conditions of this Program.

You, your spouse, domestic partner, daughter, son, mother, father, sister, brother or other relatives are not included in the definition of Physician.

**Primary Social Security Benefits.** The Primary Insurance Amount payable to the employee on account of disability in accordance with the United States Social Security Act that covers any portion of the period for which benefits are paid under the Program, and are payable on account of the employee's disability.

**Regular Employee.** You are a Regular Employee if your employment with a Participating Company is expected to be indefinite, as determined by your Participating Company, or as otherwise defined in the collective bargaining agreement applicable to you.

**Short-Term Disability Benefits.** Short-Term Disability Benefits that are provided under the Program. See the "Your Short-Term Disability Benefits" section.

**Supplemental Long-Term Disability Benefits.** Supplemental Long-Term Disability Benefits that are provided under the Program. See the "Your Supplemental Long-Term Disability Benefits" section.

**Temporary Employee.** You are a Temporary Employee if you are engaged by a Participating Company for a specific project or for a period of time for more than three consecutive weeks but not more than one year, with the definite understanding that your employment will terminate upon completion of the project or at the end of the period of time, whichever is first, or as otherwise defined in the collective bargaining agreement applicable to you.

**Vocational Rehabilitation Benefits.** Vocational Rehabilitation Benefits that are provided under the Program. See the "Your Vocational Rehabilitation Benefits" section.

**Workers' Compensation Benefits.** Workers' Compensation Benefits means all classes of benefits under the workers' compensation laws of any state, the District of Columbia, the United States government (e.g., benefits under the Longshore and Harbor Workers' Compensation Act) or any other jurisdiction in any country that requires payments to employees on a temporary or permanent basis in connection with injuries arising out of or in the course of employment, to replace or supplement income, or to compensate for diminished ability to compete in an open labor market, including but not limited to payments for temporary partial disability, temporary total disability, permanent partial disability, permanent total disability, vocational rehabilitation maintenance allowance and disability pension, whether liability for such payment has been determined by the court or administrative agency that determines liability for workers' compensation under the laws of such jurisdiction, or accepted voluntarily by the Participating Company or the Participating Company workers' compensation administrator or insurer.



## PLAN ADMINISTRATION

<b>Plan Information</b>	
<b>Plan Name</b>	AT&T Umbrella Benefit Plan No. 1
<b>Program Name</b>	AT&T Mobility Disability Benefits Program
<b>Plan Sponsor</b>	AT&T Inc. P.O. Box 132160 Dallas, TX 75313-2160
<b>Plan Administrator</b>	AT&T Services, Inc. P.O. Box 132160 Dallas, TX 75313-2160 <b>210-351-3333</b>
<b>Employer Identification Number</b>	43-1301883
<b>Plan Number</b>	600
<b>Type of Plan</b>	Employee Welfare Plan – Disability
<b>Plan Year</b>	Jan. 1 through Dec. 31
<b>Plan Records</b>	All Program records are kept on a calendar-year basis beginning on Jan. 1 and ending on Dec. 31.
<b>Agent for Service of Legal Process</b>	AT&T Services Inc. P.O. Box 132160 Dallas, TX 75313-2160 Service may also be made upon a Plan Trustee or the Plan Administrator.
<b>Program Funding</b>	The Program is funded by a trust. Employees who elect Supplemental Long-Term Disability Benefits pay for the cost of that portion of the Program through contributions paid. Program costs other than for Supplemental Long-Term Disability Benefits are funded by periodic, non-reversionary Participating Company contributions determined by the Program's actuaries for the purpose of funding Program benefits and maintaining appropriate reserves. Contributions are transferred to the Trust, which is established exclusively for approved Plan purposes. Benefits under the Program are paid or reimbursed by the Trust. Benefits paid in excess of IRS limits are funded by the general assets of your Participating Company. No benefits provided under the Program are provided by insurance.
<b>Plan Trustee</b>	Frost National Bank P.O. Box 2950 San Antonio, TX 78299
<b>Claims Administrator</b>	The Claims Administrator determines all appeals of denied claims under the Program. See the "Contact Information" section for information on how to contact the Claims Administrator.
<b>Table continued on next page.</b>	

<b>Plan Information</b>	
<b>Type of Administration</b>	<p>The Plan Administrator determines eligibility for coverage under the Program, that is, whether any particular individual is included in a group of employees that is covered by the Program.</p> <p>The Claims Administrator has been delegated the complete discretionary fiduciary responsibility for all disability determinations by the Plan Administrator to determine whether a particular Eligible Employee who has filed a claim for benefits is entitled to benefits under the Program, to determine whether a claim was properly decided, and to conclusively interpret the terms and provisions of the Program. Such determinations and interpretations shall be final and conclusive.</p> <p>The Plan Administrator (or, in matters delegated to third parties, the third-party that has been so delegated) will have sole discretion to interpret the Program, including, but not limited, to interpretation of the terms of the Program, determinations of coverage and eligibility for benefits, and determination of all relevant factual matters. Any determination made by the Plan Administrator or any delegated third party will not be overturned unless it is determined to be arbitrary and capricious.</p>
<b>Collectively Bargained Plan</b>	<p>With respect to certain Eligible Employees, the Program is maintained pursuant to one or more collective bargaining agreements. Copies of the collective bargaining agreements may be obtained by employees whose rights are governed by such collectively bargained agreement upon written request to the Plan Administrator. See the "Receive Information about Your Plan and Benefits" section for contact information.</p>

## Amendment or Termination of the Program

The Program is adopted with the intention that it will be continued for the benefit of present and future employees of Participating Companies; however, the right is reserved by the Plan Sponsor to terminate, amend, change or modify the Program retroactively or prospectively, in whole or in part at any time or for any reason, including changes in any and all of the benefits herein provided. Further, any Participating Company may terminate its participation in the Program at any time and for any reason. Such termination, amendment, change or modification of the Program, or termination of any Participating Company's participation in the Program may cause employees to lose all or a portion of their benefits or eligibility under the Program, but will not affect the right of any employee to receive benefits for which he has already become entitled under the Program. Not affecting an employee's right to any benefit for which he has already become entitled under the Program means that an employee who is actually receiving payments would be entitled to continue receiving his disability benefits through the date of the Program's termination or change until such benefits would otherwise cease. This does not mean that an employee will acquire a lifetime right to any Program benefit, to eligibility for coverage under the Program or to the continuation of the Program merely by reason of the fact that such benefit or the Program is in existence at any time during the employee's employment. The Program will comply with all requirements of applicable law and will be amended, if necessary, in order to satisfy any such requirements.

In the event of termination of the Program, you will be entitled to the benefits in effect at the time of any event that requires payment of such benefits. Although a certain Plan or one of its Programs may be in effect during your employment or at the time of your retirement, it does not mean that you or any other employee or beneficiary will have:

- A lifetime right to any benefits under the Plan or Program.
- Eligibility for coverage under any such Plan or Program.
- Guaranteed continuation of any such Plan or Program.
- Coverage at Company expense or based upon a previously identified contribution schedule.

### **Limitations on Rights**

Participation in the Program does not give you the right to remain employed at any AT&T company.

### **Applicable Law**

The Program shall be construed and administered in accordance with the laws of Georgia unless preempted by federal law.

### **Assignment and Nonalienation**

Except as otherwise required by law, benefits provided under the Program may not be assigned or alienated. This means that you may not sell, assign, pledge or otherwise transfer benefits under the Program before the benefits are distributed to you, nor are your Program benefits subject to attachment, garnishment, execution or encumbrance of any kind prior to distribution to you.

### **Payment to Others**

Disability benefits payable to an Eligible Employee unable to execute a proper receipt may be paid to a relative or other proper person, selected by the Claims Administrator, to use for the benefit of the Eligible Employee, and the receipt of such person shall be a sufficient discharge.

### **Release of Information**

When you file a claim, the Claims Administrator will forward a medical release form to you which will allow the Claims Administrator to request and obtain from, or release to, any person any information deemed necessary by the Claims Administrator to process or verify your claim. If the medical release form is not completed and returned to the Claims Administrator in a timely manner, benefits under the Program may be delayed or denied.

### **Facility of Payment**

If benefits under this Program have been paid under any other plan or program, the Plan has the right to pay any amounts, as determined by the Claims Administrator, to such other plan or program, or any other organization making those other payments. Such payment by the Plan will discharge the Plan from any liability for such benefits under the Program.

## CONTACT INFORMATION

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To initiate a claim for benefits under the Program, call the AT&T Integrated Disability Service Center.



**866-276-2278**



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

Written claims for benefits under the Program may be sent to:



AT&T Integrated Disability Service Center  
P.O. Box 14627  
Lexington, KY 40512-4627



**866-224-4627**






To initiate an appeal of a denied claim for benefits under the Program, send a written appeal to the AT&T Integrated Disability Service Center.











The AT&T Integrated Disability Service Center  
Quality Review Unit  
P.O. Box 14626  
Lexington, KY 40512-4626



**866-856-5065**

<b>Supplemental Long-Term Disability Benefits Enrollment Vendor</b>	
<b>AT&amp;T Benefits Center</b>	
<p>To reach a service associate or access the Interactive Voice Response System (IVR) regarding eligibility for Supplemental Long-Term Disability Benefits under the Program, call the AT&amp;T Benefits Center:</p>	
	<b>877-722-0020</b>
	<b>847-883-0866</b> (international)
	<b>847-883-8217</b>
	Monday through Friday from 7 a.m. to 7 p.m. Central time, except some holidays.
	The IVR 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>To access the IVR or to speak to a service associate, you will need to provide the last four digits of your Social Security Number, your date of birth and your AT&amp;T Benefits Center password.</p>	

<b>Evidence of Insurability Vendor</b>	
<b>Prudential Disability Management Services</b>	
<p>To reach a service associate or access the Interactive Voice Response System (IVR) regarding evidence of insurability (good health determination) for Supplemental Long-Term Disability Benefits under the Program, call the Prudential Disability Management Services:</p>	
	<p>Prudential Disability Management Services                      P.O. Box 13480                      Philadelphia, PA 19176</p>
	<b>800-842-1718</b>
	<b>877-889-4885</b>
	Monday through Friday from 7 a.m. to 7 p.m. Central time, except some holidays.

<b>State Disability Insurance</b>
<p>If your work location is in any of the following locations, you may be eligible to receive benefits under that state's statutory benefit program in addition to this Program. Call the appropriate state agency.</p>
<p><b>California</b></p> <p>Contact the local Employment Development Department (EDD) office to obtain an application for benefits. If you need help to determine your local office, call the EDD office Sacramento, and that office will identify the number for your local EDD office.</p> <p> <b>800-480-3287</b></p> <p>California's statutory disability benefits are provided through the California State Disability Insurance Plan.</p>
<p><b>Hawaii</b></p> <p>Hawaii's statutory disability benefits are provided through an insurance policy purchased from the Prudential Insurance Company.</p> <p> <b>800-842-1718</b></p>
<p><b>New Jersey</b></p> <p>Call the New Jersey Department of Labor Division of Temporary Disability Insurance (TDI).</p> <p> <b>609-292-7060</b></p> <p>New Jersey's statutory disability benefits are provided through the New Jersey Temporary Disability Benefits Trust Fund.</p>
<p><b>New York</b></p> <p>New York's statutory disability benefits are provided through policies purchased from the Prudential Insurance Company.</p> <p> <b>800-842-1718</b></p>
<i>Table continued on next page.</i>

**State Disability Insurance**

If your work location is in any of the following locations, you may be eligible to receive benefits under that state's statutory benefit program in addition to this Program. Call the appropriate state agency.

**Puerto Rico**All Chauffeurs

Puerto Rico's statutory disability benefits are provided through the Puerto Rico Non-Occupational Disability Insurance Program (SINOT by its Spanish acronym). Call the Puerto Rico Department of Insurance.

**787-754-5353**

**Important:** Chauffeurs are employees who are required or permitted to operate a motor vehicle usually and regularly as part of their job. Casual or sporadic use of a motor vehicle in the performance of your job does not cause you to be classified as a Chauffeur.

All Other Employees

Puerto Rico's statutory disability benefits are provided through policies purchased from Triple-S Vida.

**787-758-4888****Rhode Island**

Call the Temporary Disability Insurance Division, Rhode Island Department of Labor and Training.

**401-462-8420**

Rhode Island's statutory disability benefits are provided through the Rhode Island Temporary Disability Insurance Program.

## INFORMATION CHANGES AND OTHER COMMON RESOURCES

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It's important to keep your work and home addresses current because the majority of your benefits, payroll or similar information is sent to them. Please include any room, cubicle or suite number that will help make mail-routing more efficient.

### Active Employee Address and Telephone Number Changes

#### For employees with access to the employee intranet:

**Home** and **Work** address updates:

- Go to [insider.web.att.com](http://insider.web.att.com).
- Click on HROneStop ([hronestop.att.com](http://hronestop.att.com)) and select eLink (eCORP) in the right navigation bar.
- Enter your AT&T User ID and password for the AT&T Global Logon. (If you do not know your password, please follow the instructions on the screen.)
- Once logged on, click OK.
- On the eCORP home page, click on Employee Services.  
**Note:** Please be sure the far right-hand scroll bar is all the way to the top.
- Select Personal Information.
- Select Maintain Addresses and Phone Numbers.
- To update your home address, select Edit at the bottom of the Permanent Residence box, make any necessary changes, and click Save.
- To update your work address, select Edit at the bottom of the Cubicle/Office box, make any necessary changes, and click Save.

#### For employees without access to the employee intranet:

Contact your supervisor or eLink assistant.



### Retired and Inactive Employee 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, 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 that have a pension benefit (including a retiree 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 a retiree 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 HROneStop (active employees only)

Go to the Your Benefits section of HROneStop at [hronestop.att.com](http://hronestop.att.com). This site provides access to administrator Web sites, which may include provider directories, summary plan descriptions (SPDs) and other tools, and selected current communications.

#### Your Benefits section of access.att.com (employees and retirees from home)

Go to the Your Benefits section of [access.att.com](http://access.att.com) (AT&T's secure Internet site) for benefits information at home. Just go to [access.att.com](http://access.att.com) and follow the login instructions.







AT&T Inc.  
and Participating Companies

Human Resources-Benefits  
P.O. Box 460582  
St. Louis, MO 63146

Forwarding Service Requested

NIN: 78-23843