# SHORT-TERM DISABILITY BENEFITS BOOKLET

This Short-Term Disability Benefits Booklet describes the short-term disability (STD) portion of the Disability Benefit Program as of March 1, 2021. The Disability Benefit Program is part of the RR Donnelley Group Benefits Plan.



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#### Links to:

- Summary of Material Modifications
- Plan Administration Information Booklet

## INTRODUCTION

Several welfare benefit programs offered by R. R. Donnelley & Sons Company and its participating subsidiaries (collectively RRD or the Company), combined, make up the RR Donnelley Group Benefits Plan (Group Benefits Plan or Plan). Generally, each welfare benefit program (or in some cases, a portion of a program) under the Group Benefits Plan is described in a separate program booklet, and the common administrative provisions applicable to each of the welfare benefit programs are set forth in the Plan Administration Information Booklet (Administration Booklet). In some cases, the detailed provisions of the program are described in an insurance certificate (referred to in this booklet as a Member Certificate), which may be titled a "Member Certificate," "Certificate of Coverage," "Evidence of Coverage," "Certificate," or something similar. Together, each of the program booklets and the Administration Booklet, and where applicable the Member Certificates, as well as any Summaries of Material Modifications (SMMs), the Annual Enrollment materials, and other plan summaries, make up the complete Summary Plan Description (SPD) for the Group Benefits Plan. The complete SPD for the Short Term Disability (STD) benefit portion of the Disability Benefit Program includes this STD Benefits Booklet, the Administration Booklet, as well as any SMMs, the Annual Enrollment materials, and other plan summaries. The STD benefit portion of the Disability Benefit Program is self-insured by RRD, therefore there are no Member Certificates.

This STD Benefits Booklet describes the STD benefit portion of the Disability Benefit Plan component of the Group Benefits Plan as of March 1, 2021. The STD benefit portion of the Disability Benefit Program provides coverage to help protect against the loss of earnings should you become disabled and unable to work because of a covered short-term, non-occupational Illness or Injury.

RRD provides STD coverage at no cost to you if you are eligible for STD benefits. It is important that you know how the STD benefit portion of the Disability Benefit Program works.

Please review this STD Benefits Booklet to learn about your STD coverage under the Disability Benefit Program and how to apply for STD benefits. Please also review the *Administration Booklet* to become familiar with the applicable eligibility requirements, how to enroll in the Disability Benefit Program, the applicable claims and Appeals procedures, a description of how the Group Benefits Plan is administered, and an explanation of your ERISA rights.



### STD Benefits Summary Plan Description (SPD)

Together, this STD Benefits Booklet, along with the *Administration Booklet*, any SMMs, the Annual Enrollment materials, and other plan summaries make up the complete SPD for the STD benefits portion of the Disability Benefit Program component of the Group Benefits Plan. Please read this information to familiarize yourself with your coverage. If changes to the Disability Benefit Program occur, you will be notified through a SMM or Annual Enrollment materials.

If there is any discrepancy between the SPD and the Group Benefits Plan document, the Group Benefits Plan document always governs. Union employees covered by a collective bargaining agreement need to refer to such agreement for any differences from the options offered as described in this STD Benefits Booklet. If there are differences between the rules contained in the SPD and the rules contained in your applicable collective bargaining agreement, your collective bargaining agreement will control.

Nothing in this STD Benefits Booklet should be interpreted as an employment contract. This STD Benefits Booklet merely describes the STD coverage and benefits offered to eligible employees as of March 1, 2021. RRD reserves the right to amend, change or terminate the Group Benefits Plan or STD portion of the Disability Benefit Program, in whole or in part, at any time.

This STD Benefits Booklet contains a summary in English of your rights and benefits under the STD benefit portion of the Disability Benefit Program. If you have difficulty understanding any part of this STD Benefits Booklet, call the RRD Benefits Center at **1-877-RRD-4BEN** (**1-877-773-4236**) or go to **rrd.bswift.com**. Benefits Center Representatives are available from 7 a.m. to 7 p.m. CT, Monday through Friday.

## **BENEFITS-AT-A-GLANCE**

The chart below summarizes the key features of the STD benefits under the Disability Benefit Program:

CTD Factories	STD Benefits		
STD Features	For Hourly Employees	For Salaried Employees	
Elimination Period	First seven calendar days of a period of disability. Benefits start on the 8th calendar day of disability.		
Disability Defined	Due to non-occupational Illness, Injury, disabling pregnancy-related condition, you are unable to perform the material duties of your Own Occupation, with or without reasonable accommodation		
Weekly Disability Benefits	Following the Elimination Period (Weeks 2-26): 50% of your Predisability Earnings* calculated on a weekly basis	First three weeks following the Elimination Period (Weeks 2-4): 100% of your Predisability Earnings* calculated on a weekly basis  Next 23 weeks (Weeks 5-26): 50% of your Predisability Earnings* calculated on a weekly basis	
Permitted to use Vacation/PTO to supplement Disability Benefits	Yes as clarified below	No	
Maximum Disability Benefit Period	26 weeks from date of disability		
Claims Administrator	The Hartford 1-866-271-0744 abilityadvantage.thehartford.com		
	The Hartford Life Insurance Company (The Hartford) has been contracted to provide services necessary to the operation and administration of the program. The Hartford has the authority or discretion to make determinations of whether a claim is a covered benefit, including if you meet the definition for disability.		

<sup>\*</sup> Important Note: Review the definition of Predisability Earnings to understand completely how your STD benefits will be calculated, especially if you are a commissioned sales employee (as determined by the employer), truck driver, or a 4-crew employee.

## **HOW STD BENEFITS WORK**



## **Union Employees Check Collective Bargaining Agreement**

Union employees covered by a Collective Bargaining Agreement need to refer to such agreement for any differences from what is described in this STD Benefits Booklet. If there are differences between the details and rules described herein and those in the applicable Collective Bargaining Agreement, your Collective Bargaining Agreement will control.

## **Key Features**

The STD portion of the Disability Benefit Program pays you a portion of your Predisability Earnings for a period of short-term disability caused by an Illness or Injury or a disabling condition related to your pregnancy. The Illness, Injury or pregnancy-related condition must begin while you are covered by the program. Only non-occupational injuries, non-occupational Illnesses, and disabling pregnancy-related conditions are covered.

After you have been disabled for seven calendar days, your STD benefits begin. Beginning with the 8<sup>th</sup> calendar day of disability, your STD benefits will be paid at 50% of your Predisability Earnings for the remainder of the STD period (so long as you remain disabled and comply with other terms of the plan), up to 25 weeks total (for salaried employees, the first three weeks of this period will be paid at 100% and then drop to 50% for the remainder). After your STD coverage ends (26 weeks from your date of disability maximum), you may be eligible for continued income replacement through the Long Term Disability (LTD) coverage provided by The Hartford, as described in the LTD Benefits Booklet.

## **Payment**

Benefits are paid on a weekly basis and are considered taxable income to you. However, the benefit you receive may be reduced by other income you receive from other sources. (See **Other Income Benefits** for more information.)

If your weekly STD check is more than \$250 after being reduced by Other Income Benefits and taxes, The Hartford will withhold only Medical Program, Dental Program, and Vision Care Program deductions from your check. If there are not enough funds to take all three deductions (if coverage was elected), only full deductions will be taken in the order listed above. For example, if you carry only Medical Program and Dental Program benefits through RRD and there are only enough funds in your disability pay to take the full Medical Program deduction, the Dental Program deduction will go into arrears.

**Note:** The deductions might not be taken from your initial disability checks due to timing. If this happens, any missed deductions will go into arrears and will be taken from your active pay when you return to work on a 1 + 1 basis (one active deduction and one arrears deduction) until the arrears amounts are paid in full (except that in the case of Medical Program premiums, RRD will one recover 50% of one past deduction, plus 100% of the current deduction, from each paycheck).

**Note:** You may have the option of stopping some of the deductions that will be withheld by The Hartford or go into arrears with Payroll while on disability. For further information, please review the *Administration Booklet* at **myRRDbenefits.com** or contact the RRD Benefits Center for details and potential impact to you. You can reach the Benefits Center at **1-877-RRD-4BEN** or **1-877-773-4236.** 

If applicable, any wage garnishment is taken before any benefit deductions are withheld.

## **When Disability Begins**

Your disability begins on the first day you are disabled as a direct result of a significant change in your physical or mental condition caused by a non-occupational Illness or Injury, or because of a pregnancy-related condition. To be "disabled" and receive STD benefits, you must meet all of the following requirements:

- You must be covered by the STD portion of the Disability Benefit Program at the time you become disabled;
- You must be under the regular care of a Physician and such Physician provides adequate documentation supporting your inability to work in your normal occupation, including any applicable restrictions;
- You are unable to perform the material duties of your Own Occupation and no accommodation can be made; and
- The Hartford makes the determination that you are disabled based on their review of all information provided by you and/or your Physician.

The Hartford has sole authority to make such determination.

**Note:** The loss of a professional or occupational license or certification that is required by your Own Occupation does not mean that you meet the definition of disabled. For answers to questions or for more information on what is a qualifying disability, contact The Hartford directly.

#### **Amount of Benefits**

Your STD benefits are described in terms of a Weekly Benefit. Your Weekly Benefit is based on your Predisability Earnings. As a general rule, the term "Predisability Earnings" refers to your gross salary or wages that you were earning from the employer as of your last day Actively at Work before your disability began, calculated on an annual basis. Review the definition of Predisability Earnings in the **Terms to Know** section to understand more fully how Predisability Earnings are calculated, especially if you are a commissioned sales employee, truck driver, or a 4-crew employee, where unique rules apply.

To calculate your Weekly Benefit, multiply your Predisability Earnings by 50% and divide by 52 (**Note:** for the first three weeks benefits are payable, salaried employees will be paid at 100% instead of 50%). Any Other Income Benefits you are eligible for may reduce your benefits from the STD portion of the Disability Benefit Program. The amount of certain Other Income Benefits will be subtracted from your Weekly Benefit.

## When Benefit Payments Begin

Once you satisfy the requirements for a disability and the applicable Elimination Period is over, the Disability Benefit Program will begin to pay your STD benefits. The Elimination Period (7 calendar days) is the amount of time you must be disabled before STD benefits start. The STD portion of the Disability Benefit Program does not provide STD benefits during the Elimination Period.

## Circumstances That Affect How Disability Claims Are Paid

Benefits that you receive from other sources of income can also affect your Weekly Benefit. Certain other instances, such as a temporary layoff, vacation, holiday, death or jury duty, affect how the STD portion of the Disability Benefit Program pays disability benefits.

#### Disability During a Temporary Layoff or Vacation

If you become disabled while on a temporary layoff or vacation, you must report your disability and leave of absence to The Hartford. This notification will initiate your claim. In addition, you must report this disability to your supervisor (or in a manner consistent with your location's attendance policy), so your layoff or remaining vacation can be canceled. You will not be credited back with vacation days for which payment has already been received or if you did not report your disability in a timely manner.

Also, hourly employees only (not salaried employees) may use up to a week of vacation (you may choose the number of days) to be paid with the next regular payroll run after two weeks of disability leave to supplement your disability pay. Hourly employees may use additional vacation every two weeks of your disability leave or in accordance with the frequency of your payroll cycle, as needed. You may only use vacation pay you have earned prior to the start of your disability leave.

Any vacation pay you receive that is accrued but not yet earned, will be considered an offset to your disability pay.

#### **Holidays**

If a holiday occurs during the STD portion of the Disability Benefit Program's elimination period, you may be eligible for holiday pay subject to your location's holiday pay policy. However, you are not eligible for holiday pay for any holiday for which you are eligible to receive STD benefits (even if you are otherwise eligible for holiday pay, based on your location's holiday pay policy).

#### Death in the Family

If you experience the death of a family member while you are receiving disability benefits, your disability benefits continue without interruption. Since you are already off work and receiving a benefit, you are not eligible for wage payments made under HR Core Policy 6-4 (Leave of Absence) for a death in the family.

#### **Jury Duty**

There is no interruption or offset of your disability benefit if you are summoned for jury duty and are otherwise able to perform jury duty service.

#### **Successive Disabilities**

If you become disabled again after your STD benefits have ended, the new period of disability will usually be treated separately (i.e., you must meet a new Elimination Period, if applicable) and a new STD benefit period begins. However, the original and any subsequent disability will be treated as a continuation of the same period of disability if they are due to the same or a related Illness, Injury, or pregnancy-related condition, and are separated by less than 30 consecutive days. If it is treated as the same STD period of disability, for the later disability there is no Elimination Period and you do not start a new benefit period. Your prior time spent collecting STD benefits for the same or related Illness or Injury will be counted toward your Maximum Disability Benefit Period.

Similar rules may apply if your prior disability transitioned to LTD, and you have a recurrence of the same or a related Illness or Injury in accordance with the terms of the LTD Benefits Booklet. In that case, you may resume LTD benefits without collecting an additional 26 weeks of STD benefits.

#### Rehabilitative Employment

If you partially recover from a disability, you may be able to return to work by taking an approved rehabilitative job. This rehabilitative job could be part-time work or a different kind of work than you had before. While you are engaged in an approved rehabilitative job, only 50% of your earnings from the job will be used to offset your STD benefits. You can earn a higher income through the rehabilitative job while developing skills that will help you return to your own job, if available, or a reasonable occupation on a full-time basis, if available. However, the sum of your Weekly Benefit and total income received under this provision may not exceed 100% of your weekly Predisability Earnings. If this sum exceeds your weekly Predisability Earnings, the Weekly Benefit payable by the Program will be reduced proportionately.

#### Other Income Benefits

Other Income Benefits can affect your weekly benefit. When calculating your Weekly Benefit payment, the STD portion of the Disability Benefit Program takes into account Other Income Benefits that you, your spouse or your other dependents are eligible for because of your disability or retirement. Most Other Income Benefits will reduce your benefits from the STD portion of the Disability Benefit Program, while some do not. It is your responsibility to enroll or apply for benefits from other sources when you are eligible. If you are eligible for Other Income Benefits, the STD portion of the Disability Benefit Program's benefits are calculated as if you are receiving such benefits, regardless of whether you have actually enrolled or applied for such benefits. See Terms to Know for the definition of Other Income Benefits, including a description of which Other Income Benefits reduce your STD benefits.

## How the STD Portion of the Disability Benefit Program Applies Other Income Benefits

Any lump sum or periodic payment you receive from Other Income Benefits will be prorated on a weekly basis over the period of time for which a payment was made, to convert it to a weekly offset amount. If a period of time is not indicated, The Hartford will prorate the payments over a reasonable period of time, taking into account the expected duration of your disability payments and other relevant factors.

The Hartford will estimate and offset Other Income Benefits for which you appear to be eligible, unless you sign and return a reimbursement agreement. The reimbursement agreement includes your promise to repay the Disability Benefit Program for payment of Other Income Benefits made to you that were not offset from your Weekly Benefit.

If The Hartford estimates your Other Income Benefits, your Weekly Benefit will be adjusted when The Hartford receives proof:

- Of the exact amount paid or awarded; or
- That benefits have been denied after review at the highest administrative level. If estimating Other Income Benefits results in an:
  - Underpayment You will receive the difference between the underpayment and the benefit payable.
  - Overpayment You must reimburse the Disability Benefit Program for the overpayment. If the Disability Benefit Program must take legal action to recover an overpayment, you must also pay the Disability Benefit Program's reasonable attorney's fees and court costs if the Disability Benefit Program prevails.

#### If Your Other Income Benefits Change

It is your responsibility to inform The Hartford and the Disability Benefit Program when you receive Other Income Benefits and/or when the amount of your Other Income Benefits changes. An increase in your Other Income Benefits may reduce your benefit under the STD portion of the Disability Benefit Program. If your Other Income Benefits increase as a result of one of the situations listed below, the increased amount will be considered when calculating your benefits payable and this may result in a reduction in the benefits payable by the STD portion of the Disability Benefit Program.

- The number of people in your family changes;
- Your benefit level is adjusted or corrected; or
- The severity of your disability changes.

#### Required Proof of Other Income

The Hartford may require proof that you have:

- Applied for all Other Income Benefits that you are or may be eligible to receive because of your disability;
- Furnished the necessary proof needed to obtain Other Income Benefits;
- Not waived any Other Income Benefits without The Hartford's written consent; and
- Sent The Hartford copies of documents showing the effective dates and amounts of Other Income Benefits.

However, you do not have to apply for retirement benefits paid only on a reduced basis or disability benefits under a group life insurance plan, if the disability benefits would reduce the amount of your group life insurance. But, if you apply for and receive these benefits, they will be considered as Other Income Benefits and you must provide proof to The Hartford if requested. If you do not cooperate and give The Hartford the required proof, The Hartford has the right to suspend your STD benefits, and/or adjust the STD benefits by the estimated amount of the Other Income Benefits.

#### Other Income Benefits That Don't Reduce STD Benefits

Your benefits under the STD portion of the Disability Benefit Program will not be reduced by benefits you were receiving from the following sources before you became disabled:

- Military and other government service pensions,
- Retirement benefits from a former employer,
- Veteran's benefits for service-related disabilities,
- Individual disability income policies, and
- Retirement benefits from the Federal Social Security Act.

In addition, the amount of income or other benefits from the following sources will not reduce your STD benefits:

- Profit sharing plans,
- Thrift or savings plans,
- 401(k) plans,
- Keogh plans,
- Employee stock option plans,
- 403(b) tax-sheltered annuity plans,
- Salary continuation or accumulated sick leave plans,
- Section 457 deferred compensation plans,
- Tax-sheltered annuity plans,
- Individual disability income policies, or
- Individual retirement accounts.

## WHEN YOUR STD BENEFITS END

You are no longer considered disabled or eligible for STD Weekly Benefits when the first of the following occurs:

- The date your employment ends for any reason except due to a qualified separation in accordance with the RR Donnelley Separation Pay Plan;
- The date you are no longer disabled, as determined by The Hartford;
- The date you are no longer under the regular care of a Physician. You will be considered
  under the regular care of a Physician up to 31 days before you have been seen and treated
  in person by a Physician for the Illness, Injury or pregnancy-related condition that caused
  the disability if the Physician certifies a retroactive disability start date; and you must meet
  the STD definition of disability;
- The date you fail to provide proof you meet the STD definition of disability;
- The date you refuse to be examined by, or cooperate with, an independent Physician or a licensed and certified health care practitioner, as requested (The Hartford has the right to examine and evaluate you at any reasonable time while your claim is pending or payable and/or send you for an independent medical examination. Such examination or evaluation is done at the expense of the Plan);
- The date an independent medical exam report or functional capacity evaluation does not, in The Hartford's opinion, confirm you are disabled;
- The date you reach the end of your Maximum Benefit Period, as shown in Benefits-at-a-Glance;
- The date you are not receiving Effective Treatment for Alcoholism or Substance Abuse, if alcoholism or drug abuse are the cause of (or part of the cause of) your disability;
- The date you refuse to cooperate with or accept:
  - Changes to your work site or job process designed to suit identified medical limitations;
     or
  - Any adaptive equipment or devices designed to suit your identified medical limitations, which would allow you to perform your Own Occupation (but, only if a Physician agrees that such changes, adaptive devices or equipment suit your particular medical limitations);
- The date you refuse any treatment recommended by your attending Physician that, in The Hartford's opinion, would cure, correct, or limit your disability;
- The date your work condition would permit you to work, increase the hours you work, or increase the number or type of duties you perform in your Own Occupation, but in each case, you refuse to do so;
- The date you return to work whether part time or full time in any capacity;
- The 90th cumulative calendar day if you continue to work in the Transitional Duty program;
- The date you refuse a Transitional Duty assignment;
- The date of your death;

- The date you fail to cooperate with The Hartford's requests to comply with requirements described in this booklet, such as failure to sign or return required forms; or
- The day after The Hartford determines you can participate in an approved rehabilitation program and you refuse to do so.

## **Other Employment While on Leave**

While you are on an approved leave of absence, if you continue employment with any other employer outside of RRD and its affiliates, or if you accept new employment, either of which can include self-employment, you will be considered to have voluntarily abandoned your job at your RRD Participating Employer. This will be treated as a voluntary separation thus ending employment with all Participating Employers and termination of coverage under its benefit programs. For example, this termination of employment with your RRD Participating Employer will result in a loss of all Group Benefits Plan benefits, including coverage under the Disability Benefit Program. Voluntary separation will be deemed to occur in these circumstances regardless of the amount of income generated from the new or existing employment and regardless of the length of time you intend to perform the services associated with the other job or self-employment.

## WHAT'S NOT COVERED

The STD benefits under the Disability Benefit Program do not cover any disability that:

- Is due to an occupational illness or occupational injury;
- Is due to a cosmetic and/or elective procedure/surgery not covered under the Medical Program unless such procedure/surgery is directly related to a covered medical procedure or surgery under the Medical Program;
- Is due to insurrection, rebellion, or taking part in a riot or civil commotion;
- Is due to intentionally self-inflicted Injury (while sane or insane);
- Is due to war or any act of war (whether declared or not declared);
- Results from your commission of, or attempt to commit, a criminal act;
- Results from an accident that happens while you are operating a Motor Vehicle while:
  - Under the influence of alcohol or marijuana at a level that meets or exceeds the level at which intoxication or impairment would be presumed under the laws of the state where the accident occurred,
  - Under the influence of a prescription drug taken in excess of the prescribed amount,
  - Under the influence of an over-the-counter medication taken in excess of dosage instructions, or
  - Under the influence of an illegal drug;
- Is not being treated by a Physician or surgeon; or
- Is sustained as a result of doing any work for pay or profit for another employer.

The STD portion of the Disability Benefit Program also does not cover any disability on any day you are confined in a penal or correctional institution.

## **HOW TO FILE A CLAIM**

This section provides additional detail regarding filing disability claims and related information about requesting leaves of absence as permitted under HR Core Policy 6-4 (Leave of Absence) and HR Core Policy 6-5 (Family and Medical Leave Act [FMLA]).

## Reporting and Filing a Claim

You must file STD claims with The Hartford and notify your supervisor and The Hartford of your absence. See the *Action Steps* on the next page for details on reporting and filing a claim for STD benefits.

The Hartford has the sole authority to approve or reject claims according to the Disability Benefit Program's rules.



#### **Action Steps - Reporting a Claim**

To initiate your STD claim and request your leave of absence, follow the process outlined below:

Call your supervisor...

Each day that you are absent from work (or report your absence according to your location's attendance policy).

Call The Hartford...

To initiate a disability claim as soon as possible but **no later than five days** after the start of your absence. If you have a planned absence (such as surgery or pregnancy-related condition) contact The Hartford as far in advance as possible up to **30 days prior** to your expected absence begin date.

Call The Hartford...

Immediately **on your first day of absence** to initiate your leave of absence request.

Provide information to The Hartford...

A customer service consultant for The Hartford will ask you to provide some basic information, including personal information, job information, Illness/Injury information, and Physician information.

**Note:** You should contact your Physician to let him or her know your Hartford Case Manager will be contacting him or her to discuss your condition and how it relates to your ability to perform your job. If you have not already done so, your Physician may require you to sign an authorization to release medical information before discussing your condition with the Case Manager. Please sign this authorization as soon as possible, as this will avoid delays in the evaluation of your claim. You are ultimately responsible for ensuring your Physicians provide The Hartford with the needed information.

The Hartford then requests information from your employer regarding your last day worked, your work schedule, your job duties, and any other necessary information.

Filing a claim with The Hartford...

You can obtain a claim form from The Hartford by calling **1-866-271-0744**, or visit **abilityadvantage.thehartford.com**. The claim form has instructions on how, when and where to file a claim.

File your claim for disability **within five days** of the start of your disability, but no later than 30 days after the end of the Elimination Period, if any. If, through no fault of your own, you are not able to meet the deadline for filing a claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims will not be covered if they are filed more than one year after the deadline.

## Your Responsibilities During the Claims Process

During the claims process, you are responsible for:

- Filing the claim in a timely manner (as defined above);
- Providing a written release of information authorization to your attending Physician;
- Maintaining contact with The Hartford's Case Manager assigned to you and assisting The Hartford in obtaining medical information that is necessary to evaluate your initial claim and throughout the period of your disability;
- Following through on appointments and the treatment plan your Physician recommends;
- Cooperating with transitional return-to-work plans;
- Applying for Other Income Benefits that may be available to you as a result of your disability;
- Providing The Hartford with copies of information about any Other Income Benefits you
  may receive or be eligible for;
- Updating The Hartford on any changes to Other Income Benefits you may be receiving while out on disability;
- Completing and returning any forms required by The Hartford;
- Maintaining contact with your supervisor (consistent with your location's requirement) on a regular basis; and
- Providing honest and complete information to expedite the evaluation of your claim.

If you fail to comply with this process, it may result in the delay or possible denial of your disability benefits.

## **How Claims Are Paid**

Benefits will be paid as soon as The Hartford receives the necessary proof to support your claim and determines you are eligible. STD benefits are paid weekly. Weekly Benefits for a period of disability less than a week are prorated, based on how many days you are disabled during the week.

The Hartford must notify you of its decision about your claim within 45 business days after it receives your claim. If you don't receive a notice or your claim is denied in whole or in part, see the *Administration Booklet* for information on claims and Appeals.

#### **STD Program Information**

See the *Administration Booklet* for who's eligible, how to enroll, claims and Appeals procedures, Plan administrative information, and information about your ERISA rights.

## **TERMS TO KNOW**

Actively at work – You will be considered to be actively at work or performing active work on any of the Company's scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis for the hours you are normally scheduled to work. In addition you will be considered to be actively at work any day which is not one of the Company's scheduled work days or if you were on a normal approved vacation day if you were actively at work on the preceding scheduled work day

Adverse benefit determination – A denial, termination of, or failure to provide or make payment (in whole or in part) for a benefit.

Appeal – A written request to the claims administrator to reconsider an adverse benefit determination.

Claims administrator – This means The Hartford, the company authorized by the Program to administer claims for benefits under the STD portion of the Disability Benefit Program.

Employee – As defined in HR Core Policy 2-1, regular full time and regular part – time A employees are benefits-eligible employees.

Effective treatment of alcoholism or substance abuse – This means a program of alcoholism or substance abuse therapy that is prescribed and supervised by a physician and either:

- Has a follow-up therapy program directed by a Physician on at least a monthly basis; or
- Includes meetings at least twice a month with organizations devoted to the treatment of alcoholism or substance abuse.

Detoxification and maintenance care are **not** effective treatment of alcoholism and substance abuse.

RRD also provides the Employee Assistance Program (EAP) to assist employees with alcoholism or substance abuse issues. The EAP will provide the employee with 24-hour, 7 days a week telephone consultation from professional counselors, as well as referrals to outside resources, as needed or requested. The costs associated with any referrals made to outside resources will remain the responsibility of the employee. Employees are encouraged to self-refer to the EAP. Use of the EAP does not preclude compliance with The Hartford stated policies to receive benefits.

Illness – A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to it and that sets the condition apart as an abnormal condition differing from other normal conditions or from other pathological conditions.

Injury – An accidental bodily injury that is the sole and direct result of an unexpected or reasonably unforeseen occurrence, event, or voluntary act by the person.

Mental Illness – Any psychological, behavioral or emotional disorder, or ailment of the mind — including physical manifestations or psychological, behavioral, or emotional disorder, but excluding demonstrable structural brain damage.

Motor vehicle – This is a vehicle that is registered and licensed and is a:

- Passenger land or water vehicle of pleasure design which includes automobiles, vans, fourwheel drive vehicles, and self-propelled motor homes; or
- Truck of commercial design.

Other Income Benefits – The amount of any benefit for loss of income, provided to you or to your family, as a result of the period of disability for which you are claiming benefits under this Program. This includes any such benefits for which you or your family are eligible, or that are paid to you, your family, or to a third party on your behalf. This includes the amount of any benefit for loss of income from:

- The United States Social Security Act, the Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, any pension or disability plan of any other nation or political subdivision thereof, or similar plan or act that you, your spouse, or your children are eligible to receive because of your disability or retirement;
- Any plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the employer, or as a result of membership in or association with any group, association, union, or other organization;
- Any foreign or domestic governmental agency for the same disability (but excluding the Veteran's Administration);
- Any governmental law or program that provides disability or unemployment benefits as a result of your job with the employer;
- Individual insurance policy where the premium is wholly or partially paid by the Employer;
- Any temporary or permanent disability benefits under an occupational disease law, or similar law;
- Severance pay;
- Compulsory "no-fault" automobile insurance;
- The portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings; or
- Retirement benefit from a retirement program that is wholly or partially funded by employer contributions, unless:
  - You were receiving it prior to becoming disabled; or
  - You immediately transfer the payment to another plan qualified by the United States
     Internal Revenue Service for the funding of a future retirement.

#### Other Income Benefits will not include:

- The portion, if any, of such retirement benefit that was funded by your after-tax contributions; or
- Any general increase in benefits required by law you are entitled to receive under any
  Federal Law will not reduce the STD benefit payable for a period of total disability that
  began prior to the date of such increase.

Own occupation – The occupation you are routinely performing when your period of disability begins. Your occupation will be viewed as it is normally performed in the national economy instead of how it is performed:

- For your specific employer;
- At your location or work site; and
- Without regard to your specific reporting relationship.

Physician – A duly licensed member of a medical profession who:

- Has an M.D. or D.O. degree;
- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where the individual practices; and
- Provides medical services which are within the scope of his or her license or certificate.

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services, including evaluations and examinations, which are within the scope of his or her license or certificate; and
- Under applicable insurance law is considered a physician for purposes of this coverage.

For the purposes of STD coverage, "regular care of a physician" means you are attended by a physician who:

- Is not you, and is not your immediate family member or anyone related to you including by marriage or adoption;
- Has the medical training and clinical expertise suitable to treat your disabling condition;
- Specializes in psychiatry, if your disability is caused, to any extent, by a Mental Illness or psychiatric condition; and
- Whose treatment is:
  - Consistent with the diagnosis of the disabling condition;
  - According to the guidelines established by medical, research and rehabilitative organizations; and
  - Administered as often as needed.

Predisability earnings – Your gross salary or wages that you were earning from the employer as of your last day Actively at Work before your disability began. We calculate this amount on an annual basis.

For "4-crew" employees, your actual hours worked do not determine your predisability earnings. When your leave begins, we calculate your annual amount by taking an average of hours worked in a week given your annual schedule. The average of hours worked per week will be determined by looking back at the average of hours worked per week for the 12-month period immediately prior to your disability.

#### The term **includes**:

- Contributions you were making through a salary reduction agreement with the employer to any of the following:
  - An Internal Revenue Code (IRC) Section 401(k), 403(b), or 457 deferred compensation arrangement;
  - An executive non-qualified deferred compensation arrangement; and
  - Your fringe benefits under an IRC Section 125 plan.

#### The term **does not include**:

- Commissions, awards, and bonuses;
- Overtime pay;
- The employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
- Any other compensation from the employer.

Important Note for Commissioned Sales Employees: If you are a commissioned sales employee (as determined by the employer), your last three full years of base pay and commissions will be used to calculate your base pay amount for predisability earnings. This calculated average amount will be frozen each September 1 prior to the plan year. If you have been employed less than three calendar years, each full calendar year of employment will be used and averaged for this calculation.

Important Note for Truck Drivers: If you are a truck driver, your last three full years of base pay and mileage pay will be used to calculate your base pay amount for predisability earnings. This calculated average amount will be frozen each September 1 prior to the plan year. If you have been employed less than three calendar years, each full calendar year of employment will be used and averaged for this calculation. "Truck drivers" only includes those employees who are paid according to miles driven.

An increase in benefits due to an increase in your earnings will take effect on of the date of change. If you are not Actively at Work on the date benefits would otherwise take effect, benefits will take effect on the day you resume active work.

A decrease in benefits due to a decrease in your earnings will take effect on the date of change. If you make a written application to decrease your benefit, that decrease will take effect as of the date of your application. Changes in your disability income benefit will only apply to disabilities commencing on or after the date of the change.

Transitional duty – Any temporary, restricted return to work, approved by the Company, which occurs during a period of disability with a goal of returning you to active work. Transitional duty may include:

- A reduction in the number of hours (minimum of 4 hours per day) or work days;
- Restriction to performing some, but not all, of your essential job functions;
- Placement by the Company to another job.



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