

**RR DONNELLEY**

# **Long-Term Disability provided under the Disability Benefit Program**

Summary Plan Description

April 1, 2012

US\_107475615v2

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## Introduction

The R.R. Donnelley & Sons Company Disability Benefit Program (the “Program”) provided by R.R. Donnelley & Sons Company and its participating subsidiaries or Participating Employers (referred to herein as “RR Donnelley”) provides coverage to help protect against the loss of earnings should you become disabled and unable to work because of a covered long-term illness or injury. This Program is provided under the R.R. Donnelley & Sons Company Group Benefits Plan (the “Group Benefits Plan”).

As long as you are eligible, the Program provides the following Company-paid coverage:

### Long-Term Disability (“LTD”)

This information, together with the certificate of coverage, and the summary of benefits is the Summary Plan Description (“SPD”) for the LTD portion of the Program. It explains your LTD insurance coverage as of April 1, 2012 (unless noted otherwise). It details who is eligible for coverage, when coverage begins and ends, the benefits provided, how to file a claim and your rights under the Program. Please read this information to familiarize yourself with the coverage offered under the Program.

Union employees covered by a collective bargaining agreement need to refer to such agreement for any differences from what is described in this SPD. 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.

The Program is governed by the Group Benefits Plan. It is important that you know how the Program and the Group Benefits Plan work. Become an informed consumer of services, read all of the benefits information available, and ask questions so that you can understand your coverage.

The Claims Administrator [and Insurer] for the Program is Aetna Life Insurance Company (“Aetna”). Aetna has been contracted to render services necessary to the operation and administration of the Program. Aetna has the authority or discretion to make determinations of whether a claim is a covered benefit including if you meet the definition for disabled.

You are eligible for coverage under the Program only if you are an employee of RR Donnelley. If you are an employee of an employer that does not participate in the Program, you are not eligible for the benefits described in this SPD. To find out if you are eligible for these benefits, contact the Eligibility Administrator listed in the back of this SPD.

This SPD and any supplemental information are intended to be a complete, accurate, and up-to-date description of your LTD coverage under the Program. However, because protocols and practices continually change, this document cannot adequately define all

your responsibilities during and/or special circumstances affecting your claim. It is important that you maintain contact with Aetna during your claim. Subject to applicable law, if there is any discrepancy between this SPD versus the LTD insurance contract, the LTD insurance contract always governs.

In addition, nothing in this SPD should be interpreted as an employment contract. This summary merely describes the coverage offered to eligible employees as of April 1, 2012. RR Donnelley reserves the right to amend, change or terminate the Group Benefits Plan or this Program, in whole or in part, at any time.

This SPD contains a summary in English of your rights and benefits under the Program. If you have difficulty understanding any part of this SPD, call the RR Donnelley Benefits Center at **1-877-RRD-4BEN (1-877-773-4236)**. Benefits Center Representatives are available between the hours of 8 a.m. and 5 p.m. CT, Monday through Friday, except holidays.

## Who Is Eligible

The Program described in this document applies to eligible employees of RR Donnelley to whom benefits have been extended. For employees of newly acquired participating subsidiaries and/or Participating Employers, the effective date for a benefit generally is the date on which benefits are extended. That date will be announced in each affected location. The announced effective date generally applies to employees on or after that date who have enough service with their employer to satisfy the waiting period for the Program, and who have similar coverage that is being replaced.

You are eligible for coverage under the Program if you are classified as a:

- Full-time benefits-eligible employee of a Participating Employer;
- Part-time “A” employee of a Participating Employer; or
- Union employee of a Participating Employer who is covered by a collective bargaining agreement and such agreement provides for your Program participation.

You are not eligible for coverage under the Program if you are:

- An employee of a non-Participating Employer;
- A part-time “B” employee;
- Hired for seasonal or vacation relief work;
- In any classification other than a full-time benefits-eligible or part-time “A” employee; or
- A union employee covered by a collective bargaining agreement, except if such agreement allows for participation in the Program.

Once you become an eligible employee, coverage for you may be terminated, suspended or otherwise affected under certain circumstances.

If you have questions concerning your eligibility to participate in this Program, contact the Eligibility Administrator.

## Enrolling for Coverage

### General Information

As a new benefits-eligible employee, you receive an enrollment information package that details the coverage for which you are eligible.

### *When Coverage Begins*

If you meet the eligibility requirements as defined in the certificate of coverage, you are automatically enrolled in LTD insurance coverage. Coverage under the Group Benefits Plan begins on the first day of the month after you complete one full calendar month of employment. For purposes of determining whether you have satisfied this waiting period, all periods of your employment with a Participating Employer before a period of more than 30 consecutive days during which you are not employed with a Participating Employer are disregarded.

The chart below shows when coverage begins based on different start dates throughout the calendar year.

<i>If You Start on the 1<sup>st</sup> of or During the Month Of:</i>	<i>Your Coverage Begins On:</i>
January	March 1
February	April 1
March	May 1
April	June 1
May	July 1
June	August 1
July	September 1
August	October 1
September	November 1
October	December 1
November	January 1
December	February 1

**Important Note:** The date giving rise to your disability must be on or after your coverage effective date. Approved leaves of absence that begin prior to your LTD coverage effective date do not entitle you to disability pay under the Program. If you should be on an approved leave of absence prior to your LTD coverage effective date, your coverage then becomes effective after you return to active work status.

If you are not eligible for coverage when you are first hired with a Participating Employer, you become eligible on the date you transfer from benefits-ineligible to benefits-eligible status with that Participating Employer (provided you have at least one full calendar month of employment, as determined above, from your original hire date).

If you become a new benefits-eligible employee because you have transferred your employment from a non-Participating Employer that is an affiliate of RR Donnelley, the following special rules will apply:

- Your coverage under this Program begins on the first day of the month following the month in which you transfer if:
  - You transfer from a U.S. affiliate and you had not satisfied the waiting period for, and therefore were not covered by the Program on the date of the transfer; and
  - You have at least one full calendar month of employment with that U.S. affiliate.

If you do not have at least one full calendar month of employment, these special rules do not apply and you are treated as a newly hired benefits-eligible employee on your date of transfer.

- If you transfer from a U.S. affiliate and you were either covered by or elected not to be covered by the Program on the date of the transfer, you will continue to participate in your prior program until the end of the calendar year in which you transfer. As a result, your coverage under this Program begins on the following January 1.
- If you transfer from a non-U.S. affiliate, your coverage under the Group Benefits Plan begins on the date you transfer.

### **If You Are Not Actively at Work on Your Effective Date of Coverage**

You must be actively-at-work on the day your coverage begins. If you are not at work on that day, your coverage begins only once you return to active work.

### **If You Are Reemployed**

If you terminate employment with RR Donnelley and are reemployed by a Participating Employer within 30 days of your termination date as a full-time benefits-eligible or part-time A employee, your previous coverage under the Program will be automatically reinstated effective immediately, retroactive to the date of termination.

If you are reemployed more than 30 days after your termination date, you will be considered a new hire and will have to meet a new waiting period before coverage begins under the Program as shown in the chart above.

## Annual Enrollment

Every fall during the Annual Enrollment period you receive information about the coverage options for which you are eligible. You will **not** have to make an affirmative enrollment election during the Annual Enrollment period as you are automatically enrolled for LTD coverage as soon as you are eligible for such coverage.

## How the Program Works

### General Information

This section includes links to the certificate of coverage, policy and summary of benefits for the LTD coverage under the Program. It also summarizes some of its key features.

Click [here](#) for the Certificate of Coverage.

Click [here](#) for the Policy

Click [here](#) for the Summary of Benefits.

### Claims and Appeals Procedures

For a detailed explanation of benefit claims and appeals procedures for the Program, please refer to the applicable Certificate of Coverage.

## Special Extensions of Coverage

### General Information

Depending on your situation when you leave employment with RR Donnelley, you may be eligible for continued coverage under the Program. Situations in which an extension of coverage is available are described below.

### During a Leave of Absence

If you are granted a leave of absence pursuant to RR Donnelley's Human Resources Core Policy 6-4, Leaves of Absence, or you are laid off pursuant to Human Resources Core Policy 6-8, Temporary Layoffs, your coverage will automatically continue for 10 weeks following the month in which coverage would have terminated, subject to the satisfaction of any requirements set forth in the Plan Summaries for such continuation of coverage. Please see the Plan Summaries for additional information. This includes leaves:

- For your own personal disability;
- Covered by the Family and Medical Leave Act of 1993 ("FMLA"); or
- Covered under the Uniformed Services Employment and Re-employment Rights Act of 1994.

If you do not terminate your coverage under the Group Health Program (and the withholding of premiums from your pay through the Participant Premium Program) while you are on a leave of absence, including short-term disability (excluding a military leave), you are responsible for your premiums. If you are approved for short-term and/or long-term disability and receive disability payments from the disability vendor, your premiums will be deducted from your disability pay as available. If you are not receiving short-term and/or long-term disability payments or do not have enough disability pay to cover your total premiums, RR Donnelley will advance on your behalf the required premiums until you are able to return to work, you separate from employment, or you are reclassified as benefits-ineligible, whichever is earliest. Your election to authorize RR Donnelley to reduce your future wages on a before-tax basis for your required premiums includes an authorization to withhold from your pay, in the calendar year you return to work or commence to be paid, the amount of premiums advanced for you by RR Donnelley during the time of your leave of absence or layoff (excluding military leave). Therefore, if RR Donnelley advances premiums for you, you will be deemed to have elected to:

- Participate in the Program for each calendar year to the extent required to repay advanced contributions made on your behalf beginning with the calendar year in which your leave of absence or layoff begins and ending in the calendar year in which your leave of absence ends, or you return to active service; and
- Repay RR Donnelley for the advanced premiums.

The advanced premiums will be recovered by RR Donnelley by taking one past deduction plus one current deduction, beginning with your first available pay upon your return to work or when you commence being paid. Deductions from your pay will continue until you repay your outstanding balance. If you separate employment from RR Donnelley with an outstanding balance due, the remaining balance will be recovered from your final pay or through deductions from disability pay as permitted by law.

## **Situations Affecting Your Benefits**

### **General Information**

Some situations could affect benefits from the Program, such as:

- Coverage will terminate if you leave RR Donnelley, retire, take a leave of absence, or experience an employment status change such that you are classified as a benefits-ineligible employee;
- If you do not apply for benefits or provide the necessary claim information, benefits may be delayed or denied.
- Your coverage may be suspended or terminated if you are on an unauthorized leave of absence from work.

An unauthorized leave of absence includes a failure to report to work as the result of a strike or other labor action where such failure to report is not authorized by RR Donnelley.

### **If You Accept New Employment or Continue Employment While on an Approved Leave of Absence**

While you are on an approved leave of absence, if you continue employment with any other employer outside of RR Donnelley 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 Participating Employer. This will be treated as a voluntary separation ending employment with all Participating Employers and a termination of coverage under its benefit programs. For example, this termination of employment with your Participating Employer will result in a loss of all Group Benefits Plan benefits, including coverage under the 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.

## **If the Group Benefits Plan Is Modified or Ended**

RR Donnelley reserves the right to amend or terminate the Group Benefits Plan or the Program at any time, in whole or in part. If the Group Benefits Plan or the Program is ever terminated, suspended, or modified, benefits for any disability that occurred before the change are paid under the Program's former conditions, provided that a written notice of claim is timely given. The Program does not pay benefits for any disability that takes place after such action (unless specific provisions are adopted to authorize it).

## **Administrative and Contact Information**

### **General Information**

This section provides you with information about how the Program is administered.

#### ***Type of Plan***

The Program is part of a welfare benefit plan. Its objective is to provide disability benefits in accordance with the terms of the Program.

#### ***Plan Sponsor***

RR Donnelley & Sons Company  
35 W. Wacker Drive, 36<sup>th</sup> Floor  
Chicago, IL 60601  
(312) 326-8000

#### ***Employer Identification Number of Plan Sponsor***

36-1004130

#### ***Plan Name and Number***

R.R. Donnelley & Sons Company Group Benefits Plan – 504

#### ***Plan Year End***

December 31

#### ***Agent for Service of Legal Process***

Corporate Secretary  
RR Donnelley & Sons Company  
35 W. Wacker Drive, 36<sup>th</sup> Floor  
Chicago, IL 60601  
(312) 326-8000

Legal process also may be served on the Benefits Committee.

### ***Benefits Committee and Plan Administrator***

Benefits Committee  
c/o Vice President, Benefits  
RR Donnelley & Sons Company  
35 W. Wacker Drive, 36<sup>th</sup> Floor  
Chicago, IL 60601  
(312) 326-8000

### ***Participating Employers***

The following employers participate in Program (each, a “Participating Employer”):

- Banta Corporation
- Banta Global Turnkey, LTD
- Banta Integrated Media-Cambridge, Inc.
- Helium, Inc.
- RR Donnelley & Sons Company
- R.R. Donnelley Printing Company
- R.R. Donnelley Receivables, Inc.
- RR Donnelley Financial, Inc.
- RRDigital LLC
- RRD Secaucus Financial, Inc.
- Office Tiger, LLC
- Office Tiger Global Real Estate Services, Inc.
- Von Hoffman Corporation

The Program described in this document applies to employees of Participating Employers. If you have questions concerning your eligibility to participate in this Program, call the Eligibility Administrator listed under “Eligibility Administrator” below.

A complete list of the employers participating in the Program and the Group Benefits Plan may be obtained for examination by you or your Eligible Dependents upon written request to the RR Donnelley Benefits Center. Also, you or your eligible dependents may receive from the RR Donnelley Benefits Center, upon written request, information as to whether a particular employer is a participant in this Program and the Group Benefits Plan and, if the employer is a sponsor, the sponsor’s address.

## **Eligibility Administrator**

The Eligibility Administrator is Aon Hewitt, at the following address and phone number:

RR Donnelley Benefits Center  
4 Overlook Point Road  
P.O. Box 1496  
Lincolnshire, IL 60069-1496  
**1-877-RRD-4BEN (1-877-773-4236)**

Benefits Center Representatives are available between the hours of 8 a.m. and 5 p.m. CT, Monday through Friday, except holidays.

Website: [www.mybenefitsdirectory.com/rrd](http://www.mybenefitsdirectory.com/rrd)

## **Claims Administrator**

If you have claims-related questions or you need to file a claim for disability, contact the Claims Administrator at the following address and phone number:

Aetna Life Insurance Company  
P.O. Box 14560  
Lexington, KY 40512-4560

**1-866-271-0744**

## **Leave of Absence Administrator**

Contact the leave of absence administrator at the following address and phone number:

HR Xpress Service Center  
P.O. Box 44210  
Jacksonville, FL 32231-4210  
1-866-HR-AT-RRD (1-866-472-8773)  
E-mail: [HRXpress@rrd.com](mailto:HRXpress@rrd.com)

Call the HR Xpress Service Center to initiate an FMLA-medical or personal disability leave of absence that runs concurrently with your short-term disability. HR Advisors are available from 9 a.m. to 6 p.m. ET, Monday through Friday, excluding holidays.

## **Claims Administrator for Eligibility Claims**

The Benefits Committee is the Claims Administrator for claims related to eligibility for coverage and appeals of denied claims related to eligibility for coverage.

## **Allocation and Delegation of Fiduciary Responsibilities by the Benefits Committee**

The Group Benefits Plan provides a procedure for the Benefits Committee, acting as named fiduciary, to allocate or delegate fiduciary responsibilities to its members or to other persons. Where the Benefits Committee has allocated to an applicable fiduciary some authority and control over the operation and administration of the Group Benefits Plan, references in this SPD to the Benefits Committee are intended to refer to any such applicable fiduciary. The Group Benefits Plan also provides a procedure for the Benefits Committee, acting as the Group Benefits Plan's sponsor, to identify persons, such as the Claims Administrator, to be a named fiduciary. Typically, the Benefits Committee has identified each third-party administrator as a named fiduciary with respect to the authority and control or discretion it possesses or has exercised in connection with the Group Benefits Plan.

## **Right of Recovery**

If, for any reason, the Group Benefits Plan pays a benefit for any individual who is not eligible for coverage under the Program, or a benefit that is larger than the amount allowed, the Group Benefits Plan has the right to recover the excess amount from the person or entity that received it. The recipient must produce any instruments or papers necessary to ensure this right of recovery.

## **Insured Benefits**

The Group Benefits Plan is the policyholder for the funding of the policy under the Program. This Long Term Disability policy is guaranteed by the issuer and not the Group Benefits Plan. In addition, the issuer of such contract also is the Claims Administrator with respect to such contract of insurance.