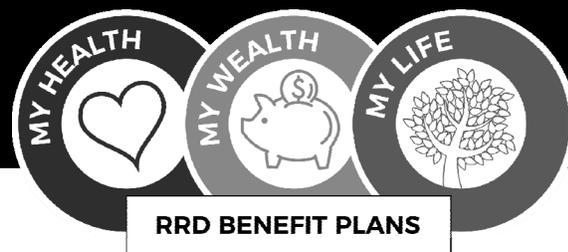


Life and Accidental Death & Personal Loss Insurance Program



Wrap Document and Summary Plan Description

Effective as of January 1, 2016

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Introduction

R.R. Donnelley & Sons Company and its participating subsidiaries or Participating Employers (referred to herein as “RR Donnelley”) offers the Life and Accidental Death & Personal Loss Insurance Program (the “Program”) of the R.R. Donnelley & Sons Company Group Benefits Plan (“Group Benefits Plan”). The Program coverages help you protect you, your Spouse, and your child(ren) from the financial difficulties brought on by a death or a severe injury.

Your Program options are listed in your enrollment materials. As long as you are eligible, the Program offers the following RR Donnelley-paid and employee-paid additional coverages:

- RR Donnelley-paid coverage
 - Basic employee life insurance (which may include accidental death and personal loss insurance for certain groups)

- Employee-paid optional coverages
 - Optional employee supplemental life insurance
 - Optional Spouse life insurance
 - Optional child life insurance
 - Optional accidental death and personal loss insurance

You pay the full after-tax cost of the premium for the optional coverages. For certain of these optional coverages, your cost is based on the amount of coverage you elect, your age and whether you use tobacco. With certain other optional coverages, your cost is a flat-per-\$1,000-coverage rate. Therefore, it is important that you know how the Program works. Be sure to read all of the benefits information available, and ask questions so that you can make coverage decisions that are best for you and your family.

This information, together with the certificate of coverage and the schedule of benefits attached here, is the Summary Plan Description (“SPD”) for the Program. It explains your life and accidental death and personal loss insurance coverages as of January 1, 2016 (unless noted otherwise). It details who is eligible for coverage, how to enroll, when coverage begins and ends, the benefits provided and your rights under the Program. Please read this information to familiarize yourself with the coverages.

Union employees covered by a collective bargaining agreement need to refer to such agreement for any differences from the options offered, eligibility rules, waiting periods for coverage, and employee premium amounts described in this SPD. Your collective bargaining agreement will control.

The Group Benefits Plan has contracted with Prudential Life Insurance Company of America to be the Claims Administrator for the Program.

You are eligible for coverage under the Program only if you are an employee of a RR Donnelley as identified in the certificate of coverage. As you review the certificate of coverage, be sure to check the eligibility to determine if the Program's coverages apply to you, your Spouse, and/or your child(ren). If you are an employee of an employer or subsidiary that does not participate in the Group Benefits Plan, 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.

This SPD and any supplemental information, including the certificate of coverage and schedule of benefits attached hereto, are intended to be a complete, accurate, and up-to-date description of your coverages under the Program. In the event of uncertainty, the Claims Administrator has the authority or discretion to make a determination of whether you are paid a benefit under the Program. Subject to applicable law, if there is any discrepancy between this SPD versus the life and accident insurance contract, the life and accident insurance contract always governs. You and your beneficiaries, or your covered spouse and children and their beneficiaries should not rely on any oral description of the Group Benefits Plan, the Program or benefits provided thereunder because the insurance contract always governs.

This SPD only covers the Life and Accidental Death & Personal Loss Insurance Program. For Department of Labor ("DOL") filing purposes, several RR Donnelley welfare benefit programs combined make up the Group Benefits Plan. Generally, each welfare program under the Group Benefits Plan is described in a separate SPD.

In addition, nothing in this SPD should be interpreted as an employment contract or a guarantee of employment. This summary merely describes the coverages and benefits currently offered to eligible employees as of January 1, 2016. RR Donnelley reserves the right to change, amend, or terminate the Group Benefits Plan or Program, in whole or in part, at any time.

This content contains a summary in English of your rights and benefits under the Program. If you have difficulty understanding any part of this content, 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

Glossary of Key Terms – Eligibility

Certain terms have special meaning as they pertain to enrollment and election changes. The definitions provided in this section apply to eligibility rules that apply under the Program.

Child(ren) (or individually a “child”) – means your “children” under age 26 who are:

- Natural children of you or your Spouse/Domestic Partner (including your stepchildren);
- Children who are legally adopted by you or your Spouse/Domestic Partner;
- Children placed for adoption with you or your Spouse/Domestic Partner; or
- Any other children who live with you and your Spouse/Domestic Partner and for whom you or your Spouse/Domestic Partner are the “sole legal guardian” (as defined in this “Glossary of Key Terms – Eligibility” section);

Domestic Partner – means the person of the same- or opposite-sex with whom you have a domestic partner relationship which is registered with a state or local governmental entity or which satisfies the criteria described in the last paragraph of this definition. A domestic partner is generally eligible for all eligible spouse coverage offered under the Program.

If your domestic partnership is not registered with a state or local governmental entity, it must satisfy the following criteria for your domestic partner to be eligible for coverage:

- Neither you nor your Domestic Partner are legally married to or are the legal domestic partner of anyone else;
- You and your Domestic Partner intend to remain each other’s sole Domestic Partner indefinitely;
- You and your Domestic Partner live together in the same principal residence and intend to do so indefinitely;
- You and your Domestic Partner are committed to each other and share joint responsibilities for your common welfare and financial obligations; and
- You and your Domestic partner are not related by blood, closer than would prohibit marriage in the state in which you live.

Eligible Dependents (or individually a “Dependent”) – your Eligible Dependents include your eligible:

- Spouse;
- Domestic Partner; or
- Children (as each is defined in this section).

This reference of the word “dependent” does not carry the meaning of this word as it is used for Section 152 of the Code. Your parents, grandparents, adult brothers, adult sisters, and other relatives are not eligible for coverage. Also, if you cover an individual that qualified as an Eligible Dependent who is later called to active military duty, such individual cannot be covered under the Program as an Eligible Dependent during such assignment. In addition, an individual who is also covered under the Program as an employee may not simultaneously be enrolled and covered under the Program as an Eligible Dependent.

Premiums (or Contributions) – means the amount you pay for coverage in which you have enrolled under the Program. Sometimes the term “contribution” is used, but it has the same meaning as “Premium.”

Sole Legal Guardian – as used with respect to an individual, means that such individual has been appointed by a court as “sole legal guardian” or equivalent designation and that parental rights have been severed or have been terminated due to death.

Spouse – means the individual to whom you are currently married. The Program also considers common-law spouses in states that recognize common-law marriages.

Enrolling for Coverage

General Information

If you meet the eligibility requirements as set forth in the Program's certificate of coverage, you are automatically enrolled in basic employee life insurance. If you meet the eligibility requirements as defined in such certificate of coverage, you can also enroll yourself for optional employee life and AD&PL insurance coverage and your Eligible Dependent for life or AD&PL insurance coverages under the Program.

You may make changes to the optional supplemental life insurance, Spouse life insurance, Child life insurance, and/or optional AD&PL insurance coverages during the calendar year and at Annual Enrollment each year. You may be subject to satisfactory Evidence of Insurability ("EOI") for such coverage changes to become effective. Please review the Program's certificate of coverage for details regarding increases or decreases to your coverage amounts.

Your Premiums

You pay the full after-tax cost of the premium for the optional coverages. For certain of these optional coverages, your cost is based on the amount of coverage you elect, your age and whether you use tobacco. With certain other optional coverages, your cost is a flat rate computed per \$1,000 of coverage.

When you enroll in the Program, you authorize the deduction of your required premium payments from your paycheck.

When Coverage Begins

As a new benefits-eligible employee, you will receive enrollment information that details the coverage for which you are eligible. This information also includes specific instructions on how to enroll. You must enroll by the enrollment deadline set forth in your enrollment materials. As long as you enroll by the deadline, coverage under the Program 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 1st 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

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 a prior program on the date of the transfer, you will continue to participate in these prior programs 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 Program 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 on your rehire date.

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.

How the Program Works

General Information

This section includes links to the certificate of coverage and schedule of benefits for the Program. It also summarizes some of its key features.

Click [here](#) for the Active Life Insurance and Accidental Death and Personal Loss Certificate of Coverage & Schedule of Benefits.

Imputed Income

Under current tax laws, the “value” of any RR Donnelley-paid basic employee life insurance coverage over \$50,000 is subject to imputed income taxes. Imputed income will also be applied to your optional employee life insurance and may be applied to your Spouse life insurance and child life insurance coverages if the aggregate premium paid by you during a calendar year is less than the IRS Table #1 rates for the coverage you purchase. If this is the case, the difference is imputed income, which means it is added to your paycheck as taxable income. Imputed income taxes, if any, will appear on your W-2 form each year.

Portability Election

Please refer to the certificate of coverage for an explanation of your rights to maintain basic and supplemental life insurance coverage once you cease to be eligible for coverage as an eligible employee of RR Donnelley. You must pay the full premium for that coverage directly to Prudential. Your right to elect portability coverage is limited if you are not actively at work due to sickness or injury at the time you cease to be eligible for coverage. This will be the case even if RR Donnelley will, under certain circumstances, advance premiums for your coverage.

Special Extensions of Coverage

General Information

Depending on your situation when you leave employment with RR Donnelley, you and your Enrolled Dependents 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, you have the right to discontinue coverage when your unpaid leave begins. See the Qualified Status Changes SPD for additional information. This includes leaves:

- For your own personal disability; and
- Covered by the Family and Medical Leave Act of 1993 (FMLA).

If you do not terminate your coverage under the Program (and the withholding of premiums from your pay) while you are on a leave of absence including short-term disability or layoff (excluding a military leave), 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 an after-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 as permitted by law.

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, or if you accept new employment, either of which can include self-employment, you will be considered to have voluntarily abandoned your job at RR Donnelley. This will be treated as a voluntary separation ending employment with RR Donnelley and a termination of coverage under its benefit programs. For example, this termination of employment with RR Donnelley will result in a loss of all Group Benefit Plan benefits, including life and AD&PL insurance. 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.

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.

Situations Affecting Your Benefits

General Information

Some situations could affect benefits from the Program, as summarized here:

- If you choose “No Coverage” when you are first hired or during any Annual Enrollment period, no benefits are payable.
- Coverage may be stopped, changed, or delayed 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 (when necessary) or provide the necessary claim information, benefits may be delayed.
- Coverage for a Spouse ends if he or she is no longer a Spouse, as defined in the “Glossary of Key Terms – Eligibility” section.
- Coverage for a Domestic Partner ends if he or she is no longer a Domestic Partner, as defined in the “Glossary of Key Terms – Eligibility” section.
- Coverage for an Eligible Dependent ends if he or she is no longer an Eligible Dependent as defined in the “Glossary of Key Terms – Eligibility” section.
- Coverage for you and your Eligible Dependents 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 the Group Benefits Plan or Program 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 service you receive 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 services received after such action (unless specific provisions are adopted).

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 life and accidental death and personal loss benefits to eligible employees and their covered Eligible Dependents in accordance with the terms of the Program.

Plan Sponsor

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

Participating Employers

The following subsidiaries and employers participate in the Program (“Participating Employers”). A complete list of the Plan’s Participating Employers may be obtained by you or your Eligible Dependents upon written request to the Eligibility Administrator or the RR Donnelley Benefits Center:

- Banta Corporation
- Banta Global Turnkey LLC
- Consolidated Graphics, Inc.
- Courier Communications, LLC////////
- RR Donnelley & Sons Company
- R.R. Donnelley Printing Company
- RR Donnelley Financial, Inc.
- RRD Secaucus Financial, Inc.
- Office Tiger, LLC

The Program described in this document applies to employees of Participating Employers. For employees of newly acquired participating subsidiaries, the effective date for a benefit generally is that date on which benefits are extended. That date will be announced in each affected location.

If you have questions concerning your eligibility to participate in this Program, call the Eligibility Administrator listed under “Eligibility Administration” below.

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 sponsor of the Group Benefits Plan and, if the employer is a sponsor, the sponsor’s address.

Eligibility Administration

The eligibility administration is performed by AonHewitt, at the following address and phone number:

RR Donnelley Benefits Center
4 Overlook Point
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

Contact the Benefits Center to:

- Enroll;
- Ask general life and/or accidental death & personal loss insurance questions or questions related to enrollment or changing coverage; and
- Obtain, upon written request, a complete list of the employers participating in the Plan or to obtain, upon written request, information as to whether a particular employer is a participant in the Plan and, if the employer is a plan sponsor, the sponsor's address.

If you want to enroll yourself or your Eligible Dependent in the Program, you must follow the enrollment procedures provided herein and included in the annual enrollment materials established by the Benefits Committee.

Claims Administrator

If you have questions, call the Claims Administrator:

The Prudential Insurance Company of America
Group Life Claims Division
P.O. Box 8517
Philadelphia, PA 19176
T: 800-524-0542 Monday –Friday 7am – 7pm Central Time

Note, please see the “Insured Benefits” section below for information about who is the Claims Administrator for Insured Benefits.

Claims Administrator for Eligibility Claims/ Eligibility Administrator

The eligibility administration is performed by Aon Hewitt, at the following address and phone number:

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

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 that is larger than the amount allowed, the Plan has the right to recover the excess amount from the person or agency 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 life and accident insurance 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.

Keep as a Handy Reference

www.SPExpressRRD.com

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