

## Life and Accidental Death and Dismemberment (AD&D) Insurance

This document is a Summary Plan Description (SPD), as defined by the Employee Retirement Income Security Act of 1974 (ERISA), of the Toys“R”Us, Inc. Life and Accidental Death and Dismemberment Insurance Plan. This SPD is a summary of the main features of the Plan in effect as of July 1, 2014. Details of the Plan are contained in the insurance contract that legally governs the Plan. If there is any discrepancy between the information contained in this document and the insurance contract, the insurance contract will always govern. If there are legal rules that require changes that are not yet written into the contract, the contract will be interpreted by the Plan Administrator as including those legal rules.

Please note that nothing in this document is meant to imply a contract or guarantee of employment. Participation in the Plan does not preclude Toys“R”Us, Inc. from terminating your employment at any time, whether or not for cause, with or without notice.

Please read this document carefully and share the information with your family. If you have any questions about this Plan, please contact the [“R”Us Benefits Center](#) at **1-800-752-9908**.

This Summary Plan Description supersedes and replaces any previous SPDs you have received describing the Life and Accidental Death and Dismemberment Insurance Plan.

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## Life and Accidental Death and Dismemberment Insurance at a Glance

Here are the highlights of the Life and Accidental Death and Dismemberment (AD&D) Insurance Plan. Benefits may be subject to certain limits and restrictions. Be sure to review the rest of this Summary Plan Description (SPD) for a more complete description of Plan benefits. For information about participation requirements, see [Eligibility and Enrollment](#); see [Administrative and Legal Information](#) for how to file a claim, legal notices and where to obtain additional information.

### Basic Life and AD&D Insurance

Basic Life and AD&D Insurance is provided by the [Company](#), *automatically and at no cost to you*.

If you are a:	Your Basic Life Insurance is:	Your Basic AD&D Insurance is:
<ul style="list-style-type: none"> <li>Management or full-time hourly team member</li> <li>Executive Grade Level F and above</li> </ul>	<p>One times your <u>annual earnings</u>*, up to a maximum benefit of \$1,000,000</p> <p>One times your annual earnings*, up to a maximum benefit of \$1,500,000</p>	<p>One times your annual earnings*, up to a maximum benefit of \$1,000,000</p> <p>One times your annual earnings*, up to a maximum benefit of \$1,500,000</p>
<p>* If not a multiple of \$1,000, your annual earnings will be rounded to the next higher \$1,000.</p>		

### Supplemental Life and AD&D Insurance

Benefit:	You can elect this coverage amount:
Supplemental Life Insurance	You can elect coverage of 1, 2, 3, 4 or 5 times your annual earnings, up to a maximum benefit of \$1,500,000. Evidence of Insurability (EOI) may be required for amounts over the lesser of 3x annual earnings or \$750,000.
Supplemental AD&D Insurance	You can elect coverage of 1, 2, 3, 4 or 5 times your annual earnings, up to a maximum benefit of \$1,500,000.

## Spouse\* and Child Life Insurance

You can purchase Life Insurance for your eligible dependents.

For your:	You can elect this coverage amount:
<u>Spouse</u> or <u>domestic partner</u>	\$10,000, \$25,000, \$50,000, \$75,000 or \$100,000
Each eligible <u>dependent child</u>	\$5,000 or \$10,000

Coverage for your spouse or domestic partner cannot exceed 100% of your Basic and Supplemental Life Insurance combined. For example, if you have:

- \$50,000 of Basic Life Insurance only, you can elect up to \$50,000 of Life Insurance for your spouse or domestic partner
- \$50,000 of Basic Life Insurance, plus an additional \$100,000 of Supplemental Life Insurance, you can elect as much as \$100,000 of coverage for your spouse or domestic partner, which is the maximum amount allowed.

If you elect coverage for your spouse or domestic partner, **evidence of insurability (EOI)** may be required under certain circumstances.

\*Spouse Life Insurance includes life insurance for a Spouse or Domestic Partner.

## Naming a Beneficiary

You name a beneficiary for your Life and AD&D Insurance benefits when you become eligible for coverage. You can name anyone you wish as beneficiary, and can change your beneficiary designation at any time (unless you elect to assign your Insurance – see [Assignment of Life and AD&D Insurance](#)). To name or change your beneficiary, log on to [ibenefitcenter.com/toysrus](http://ibenefitcenter.com/toysrus) or call the “R”Us Benefits Center at **1-800-752-9908**.

You are automatically the beneficiary for any Spouse/Domestic Partner and Child Life Insurance benefits. Evidence of Insurability

## Evidence of Insurability

If you elect Supplemental or Spouse/Domestic Partner Life Insurance, you may be asked to provide satisfactory evidence of insurability (EOI) to the Insurance company if:

- During your initial enrollment:
  - You elect Supplemental Life Insurance, *and* the amount of coverage you request exceeds the lesser of three times your annual earnings or \$750,000 (the amount in excess of three times your earnings or \$750,000 is subject to EOI)
    - *or*
  - You elect Spouse Life Insurance in excess of \$25,000.
- During Annual Enrollment or following a life event you request a coverage increase of:
  - More than one multiple of salary for Supplemental Life Insurance
    - *or*
  - More than one level for Spouse Life Insurance.

## When Coverage Changes are Effective

**When evidence of insurability is required** your new or increased coverage – and your contributions for that coverage – begin on the later of the date you receive written approval from the Insurance company or the date the Annual Enrollment increase goes into effect. The amount of coverage that will remain in force while pending EOI, will be capped per the following:

- Supplemental Life Insurance:
  - During your initial enrollment period, you increase to an amount that exceeds the lesser of three times your annual earnings or \$750,000 – your Supplemental Life coverage will be capped at three times your earnings or \$750,000 (whichever is less).
  - During Annual Enrollment or within 31 days of a qualifying life event by more than one times your annual earnings – your Supplemental Life coverage will be capped at your previously elected and approved amount or \$750,000, whichever is less.
- Spouse Life Insurance
  - During your initial enrollment period Spouse Life Insurance is capped at \$25,000
  - During Annual Enrollment or within 31 days of a qualifying life event, your Spouse Life Insurance coverage will be capped at your previously elected and approved amount.

**If your annual base pay changes**, your Life and AD&D Insurance will change on the same day your pay changes.

You must be actively at work on the day your new or increased coverage is to become effective. If you are not actively at work on that day, any change in coverage will become effective on the first day you return to active work.

## Imputed Income

As required by the IRS, Company-provided life insurance over \$50,000 is subject to imputed income. The effect of imputed income depends on your age and the amount of Company-provided Basic Life Insurance coverage over \$50,000. Imputed income is added to your taxable income on your W-2 Form. To assist you in determining your tax liability, your imputed income is shown as *Group Term Life* under *Other Benefits* section on your pay stub.

## Accelerated Benefit

If a covered person (you, your spouse/domestic partner or your child/domestic partner's child) is diagnosed as terminally ill – i.e., with a life expectancy of 12 months or less, or if diagnosed with one of the following medical conditions:

- Amyotrophic Lateral Sclerosis (Lou's Gehrig's disease);
- End Stage heart, kidney, liver and/or pancreatic organ failure and you are not a transplant candidate;
- A medical condition requiring artificial life support, without which you would die; or
- A permanent neurological deficit resulting from a cerebral vascular accident (stroke) or a traumatic brain injury which are both expected to result in life-long confinement in a hospital or skilled nursing facility.

– you can elect to receive payment of up to 75% of that covered person's Life Insurance benefit, but in no case more than \$500,000. You must make this election in writing, and submit acceptable proof of the diagnosis to the Insurance company. Payment is made to you in a lump sum.

The death benefit payable will be reduced by the full amount of the accelerated benefit you receive.

You can use the proceeds from the accelerated benefit for any purpose. However, you are not eligible to receive an accelerated benefit if:

- The covered person's Life Insurance has been **assigned**  
*or*
- You are required by law or by a government agency to use the money to pay off creditors, or to qualify for or keep a government benefit.

## Payment of Benefits

### Basic and Supplemental Life Insurance

The full amount of your Basic and Supplemental Life Insurance is paid to your named beneficiary(ies) if you die from any cause. Payment will be made in a lump sum.

The *full* amount of your Basic and Supplemental AD&D Insurance will be paid to your beneficiary(ies) – *in addition to* any Basic and Supplemental Life Insurance benefits – if you die as the result of and within 365 days after an accident. Payment will be made in a lump sum.

If you suffer a loss listed below as the result of and within 365 days after an accident, you will receive *all* or *a portion of* your AD&D Insurance as follows.

If You Lose*:	You Receive This Percentage of Your AD&D Insurance:
Sight of both eyes	100%
Speech and hearing in both ears	100%
Both hands, both feet, or one hand and one foot	100%
One hand or one foot and sight of one eye	100%
Both hands, both feet and/or sight of both eyes	100%
Bodily function due to <u>quadriplegia</u> or	100%
Bodily function due to <u>hemiplegia</u> , or <u>paraplegia</u>	75%
One hand or one foot or sight of one eye	50%
Speech or hearing in one or both ears	50%
Thumb and index finger of the same hand	25%
Bodily function due to <u>uniplegia</u>	25%
If You Have:	You Receive This Percentage of Your AD&D Insurance:
Third degree burns covering 75% or more of the covered person's body	100%
Third degree burns covering 50%-74% of the covered person's body	50%
<p>* <i>Loss of hand or foot</i> means severance at or above the wrist or ankle. <i>Loss of sight, hearing or speech</i> means a total and permanent loss. <i>Loss of thumb and index finger</i> means severance at or above the point at which they are attached to the hand.</p>	



## Coma Benefit

The plan will pay a monthly benefit if you suffer a bodily injury and are in a coma solely and as a direct result of an accident, if all of the following occur while covered by the plan:

- The bodily injury is caused by a covered accident; and
- You become comatose within 30 days after the accident; and
- The coma is the direct result of your accident; and
- You remain continually comatose for at least 30 days in a row.

Written proof that you are in a coma must be provided to Aetna within 60 days after the date you become comatose.

The first monthly benefit will be payable on the first day of the month following the date you have been in a coma for at least 30 days.

The monthly benefit is payable for 11 months. After you have been continually comatose for 12 months, the plan will pay the remainder of the principal sum.

- 5% of your principal sum per month payable for up to 11 months in a row
- 45% of your principal sum if still comatose in month 12.

The following provisions also apply to AD&D Insurance:

- No more than 100% of your coverage will be paid for all losses resulting from one accident.
- Exposure to the elements will be considered an accidental bodily injury.
- You will be presumed to have died if your body is not found within one year following your disappearance, or the sinking, stranding or wrecking of a vehicle in which you were riding.

## Spouse and Child Life Insurance

You are automatically the beneficiary for any Spouse and Child Life Insurance benefits. Payment will be made in a lump sum.

## Additional AD&D Insurance Benefits

In addition to the amount payable for your loss, the Plan may pay the following AD&D benefits.

### Seat Belt and Air Bag Benefits

Your beneficiary may be eligible for the seat belt benefit if you were the driver or passenger in a car involved in an accident resulting in your death and you were wearing a seat belt. If, in addition to wearing your seat belt, you were in a seat designed to be protected by an airbag, the Plan may also pay the air bag benefit.

*Each* benefit (seat belt and air bag) equals the lesser of:

- 10% of your Basic and Supplemental AD&D Insurance
- or*
- \$10,000.

These benefits are *not* payable if the car was engaged in a speed or endurance test, acrobatic or stunt driving, for any illegal purpose or if the driver of the car was under the influence (DUI).

## Education Benefit (Supplemental AD&D Only)

If you have Supplemental AD&D Insurance and you die as a result of a covered accident, your eligible dependents may be eligible for a tuition reimbursement benefit, as follows:

- Your spouse or domestic partner – if he/she enrolls in a professional or trade program to enhance his or her ability to earn a living within 12 months after your death. Benefits are paid to your spouse/domestic partner (or to his or her estate in the event of death).
- Your dependent child (or children) under age 23 – who at the time of your death is enrolled as a full-time college or university student or is in the 12<sup>th</sup> grade and becomes a full-time college or university student within 365 days after your death. Benefits are paid to the person or institution that appears to have assumed main support for the dependent child – as determined by the Insurance company.

The benefit, which is paid annually for up to four consecutive years (or up to age 23 for a dependent child, if earlier), equals the lowest of the following:

- The actual tuition charged
  - 5% of your Supplemental AD&D Insurance
- or*
- \$5,000.

## Child Care Benefit (Supplemental AD&D Only)

This benefit is payable if you have Supplemental AD&D Insurance and die as a result of a covered accident, and at the time of your death you have a dependent child (or children) under age seven who is:

- Enrolled at a child care center
- or*
- Enrolls within 90 days of your death.

The benefit, which is paid annually for a maximum of four years (or until the child reaches age seven, if earlier) equals the lowest of the following:

- The actual child care cost
  - 5% of your Supplemental AD&D Insurance
- or*
- \$5,000.

Benefits are paid to the person or institution that appears to have assumed main support for the dependent child – as determined by the Insurance company.

**Note:** The child care benefit can be paid only once for each eligible child.

## Repatriation of Remains

The plan pays a benefit of up to \$5,000 for the preparation and transportation of your body to a mortuary if you die as a result of an accident more than 200 miles from your principal place of residence.

## Exclusions

Accidental Death and Dismemberment (AD&D) Insurance does not cover injury or death resulting from:

- Suicide, attempted suicide, or intentionally self-inflicted injuries (whether sane or insane)
- Bodily or mental infirmity.
- Illness or the medical or surgical treatment of an illness, whether the loss results directly or indirectly from the treatment you received
- Illness, Ptomaine, or bacterial infection, unless caused by an infection which results directly from the injury or Surgery needed because of the injury.
- Committing or attempting to commit a felony
- A war or act of war, whether declared or not (except acts of terrorism)
- Use of alcohol or intoxicants or drugs while operating any form of a motor vehicle whether or not registered for land, air or water use. A motor vehicle accident will be deemed to be caused by the use of alcohol, intoxicants or drugs if it is determined that at the time of the accident you or your covered dependent were:
  - Operating the motor vehicle while under the influence of alcohol at a level which meets or exceeds the level at which intoxication would be presumed under the laws of the state where the accident occurred, If the accident occurs outside of the United States, intoxication will be presumed if the person's blood alcohol level meets or exceeds .08 grams per deciliter; or
  - Operating the motor vehicle while under the influence of an intoxicant or illegal drug; or
  - Operating the motor vehicle while under the influence of a prescription drug in excess of the amount prescribed by the physician; or
  - Operating the motor vehicle while under the influence of an over the counter medication taken in an amount above the dosage instructions.
- Inhalation of poisonous gases.
- Intended or accidental contact with nuclear or atomic energy by explosion and/or release.
- Ligature strangulation resulting from auto-erotic asphyxiation.
- Travel in an aircraft, if you are a pilot or crew member, or if the aircraft is not intended or licensed for transportation of passengers.

## If You Become Disabled

If you are receiving disability benefits from a Company-sponsored LTD Plan, your Life and AD&D Insurance continues while you are still considered an employee, as long as you prepay any premiums for Supplemental coverage. If your employment is terminated, you will be offered the option to continue your coverage by **converting** it to individual insurance.

## Claiming Benefits

In case of your (or your covered dependent's) death – or other covered loss due to an accident – you or your beneficiary should contact the "R"Us Benefits Center. The "R"Us Benefits Center will notify the Insurance Company of the death and the Insurance Company will send a letter to you or your beneficiary explaining the claim process.

Claims for AD&D benefits must be submitted to the Insurance company within 90 days after the date of the loss, or as soon as reasonably possible (Life Insurance claims may be submitted at any time). No benefits can be paid until the forms and necessary proof of loss have been submitted to the Insurance Company. The Insurance Company will make all decisions with respect to the payment of benefits.

## Other Important Information

### Termination of Coverage

Life and AD&D Insurance stops on the date:

- You (or your dependent) are no longer eligible
- The group policy ends
- You fail to timely pay any required contributions
- Your employment ends.

If your employment ends, the "R"Us Benefits Center will send you information regarding your options to continue your insurance. Contact the "R"Us Benefits Center with any questions you may have.

### Extension of Coverage

While on an approved leave of absence, your Life and AD&D Insurance will continue for up to:

- Two years for salaried exempt, non-exempt management, and hourly team members classified as management
- One year for full-time hourly.

While you are receiving a regular paycheck, any contributions you must pay will continue to be deducted from your pay. If your pay stops (or is reduced to a point where contributions cannot be taken), it is your responsibility to continue to pay any required contributions.

## Conversion Privilege

You can convert all or part of your Basic and Supplemental Life, as well as your Spouse and/or Child Life Insurance, to an individual life insurance policy if your coverage ends because:

- Your employment ends
- You (or your dependent) are no longer eligible
- The group policy is canceled after you have been covered for at least five years.

You cannot convert Supplemental Life or Spouse and Child Life Insurance if it ends because you stop your contributions. AD&D Insurance can be converted to an individual policy when you convert your Basic and/or Supplemental Life Insurance.

**Note:** If your coverage ends because Life Insurance for all team members in your employment class is cancelled, you may convert only the amount of coverage not being replaced by another insurance company contract or \$10,000, whichever is less. To convert, you must apply to the Insurance company and pay the first premium within 31 days after your coverage stops.

Evidence of insurability is not required to convert your coverage. If you elect to convert, you cannot choose to continue coverage through the **Portability Plan** unless you have applied for the Portability Plan, and elected to submit evidence of insurability which the Insurance company fails to accept. You can also convert any amount of insurance you had in excess of the Portability Plan maximum.

## Portability Plan

If your Basic, Supplemental or Spouse and Child Life and/or Supplemental AD&D Insurance coverage ends, you can elect to continue your coverage under the Portability Plan (a group term life insurance plan) instead of converting your coverage to an individual policy.

To qualify for the Portability Plan, you must:

- Be actively at work on the day your coverage ends
- Be under 98 years old (under age 19 for an eligible dependent child; 23 if a full-time student)  
*and*
- Have at least \$5,000 of coverage in effect.

Your covered dependents can continue their coverage only if you are continuing your coverage. You cannot qualify if your coverage ends because:

- Or are disabled
- You fail to pay your contributions for coverage
- The group policy is canceled and within 31 days you become eligible under a replacement policy.

You can continue any amount of insurance up to the amount of coverage you had before it ended – up to a maximum of five (5) times your annual earnings or \$1 million, whichever is less. You may choose to convert any amount of insurance over the Portability Plan maximum to an individual policy (see **Conversion**). Under the Portability Plan, benefits reduce at age 65 to 65% of the amount you chose to continue, at age 70 to 40%, at age 75 to 25% to a minimum of \$5,000 and coverage ends at age 99.

To continue your coverage, you must apply to the Insurance company and pay the first premium within 31 days after your coverage stops.

Evidence of insurability is required to continue coverage in amounts over \$500,000.

## Assignment of Life and AD&D Insurance

You may make an irrevocable assignment of the total amount of your Life and/or AD&D Insurance coverage for any reason other than to provide collateral for a loan. You can assign Life and AD&D coverage separately; they are *not* automatically assigned together.

Assignment means you give up all rights, title and interests – both present and future – to this insurance even though it is your life that is insured. The assignment cannot later be revoked by you. The person to whom you assign your insurance has the absolute and continuing right to name beneficiaries, convert to individual coverage or to exercise any other privileges which would have otherwise been available to you.

The person to whom you assign your insurance may become your beneficiary, but only if that person names themselves as beneficiary. You will continue to be the beneficiary for Spouse/Domestic Partner and/or Child Life Insurance.

Because of the various legal and tax implications involved, you may wish to consult with both your lawyer and tax advisor before taking any such action. If you wish to make an assignment, contact the “R”Us Benefits Center for the appropriate form and instructions.

## Glossary of Key Terms

To help you understand how the Life and Accidental Death and Dismemberment (AD&D) Insurance Plan works, you should familiarize yourself with the following key terms.

**Annual earnings** – For:

- Salaried team members is your annual base pay – including annual target bonus if applicable, but excluding commissions, other bonuses, overtime pay or any other extra compensation or income received from other sources – on the day before a loss occurs.
- Hourly team members is your hourly rate – excluding commissions, other bonuses, overtime pay or any other extra compensation or income received from other sources – on the day before a loss occurs, times:
  - 2,470 hours if you are an hourly non-exempt team member classified as management
  - 2,080 hours if you are a full-time team member
  - 1,196 hours if you are a part-time team member.

**Beneficiary** – The person or persons you designate to receive payment of your Life and Accidental Death and Dismemberment (AD&D) Insurance benefits. You can name anyone as your beneficiary, and can change your choice at any time (unless you elect to assign your Insurance – see [Assignment of Life and AD&D Insurance](#)). If you do not have a designated beneficiary at the time of your death, or if your beneficiary dies before you, your insurance will be paid in a lump sum to the survivors listed below in the following order of priority:

- Spouse (excludes domestic partner)
- Child(ren)
- Parent(s)
- Siblings(s)
- Your estate.

**Coma** – A state of unconsciousness from which you cannot be awakened, even by powerful stimulation, as determined by your doctor.

**Company** – Toys“R”Us, Inc.

**Dependent child** – Your child under age 23 – who depends on you for support and lives with you in a permanent parent-child relationship. Children include natural or adopted children, stepchildren, your domestic partner’s children or foster children. The age limit does not apply to a disabled child who is mentally or physically incapable of earning a living if the child is covered under the Plan prior to the date coverage would have ended if he or she was not disabled.

**Domestic partner** – An individual of the same or opposite sex with whom you reside, provided you and that individual:

- Are not so closely related that marriage would otherwise be prohibited
- Are not legally married to any other person and are the sole partners of each other
- Have lived together for at least six (6) months in the same residence with the intention of residing together permanently
- Are both at least 18 years old and mentally competent to enter into a contract  
Are in a committed and mutually exclusive relationship, jointly responsible for each other's welfare and financial obligations, *and*
- Are registered as domestic partners pursuant to a domestic partnership ordinance or law of a state or local government, or you have filed an Affidavit of Domestic Partnership with the Company.

**Hemiplegia** – Total and permanent paralysis of the upper and lower limbs on one side of the body.

**Imputed income** – The value assigned by the IRS to employer-provided life insurance over \$50,000. This value, determined by IRS tables, is added to your taxable income on your W-2 Form. Toys“R”Us is required by federal law to withhold FICA taxes on imputed income each pay period (shown as *W2GRP* in the *Special Information* section on your pay stub).

**Ibenefitscenter.com** – A benefits website, where you can access benefits information and enroll online for Medical (including prescription drugs), Dental, Vision, Flexible Spending Accounts, Life Insurance, Accidental Death and Dismemberment Insurance, Spouse and Child Life Insurance, and Long-Term Disability. The site is available 24 hours a day, seven days a week.

**Insurance company** – Aetna Life Insurance Inc.

**Paraplegia** – Total and permanent paralysis of both lower limbs.

**Quadriplegia** – Total and permanent paralysis of both upper and both lower limbs.

**Qualifying life event** – Circumstances under which the IRS permits you to make changes to your pre-tax benefit elections during the course of the plan year, including:

- A change in your legal marital status or domestic partner status
- The birth or adoption of a child
- A dependent's loss of eligibility (because he/she reaches the age limit for coverage, for example)
- Death of a dependent
- A change in your spouse's eligibility for coverage
- A change in your employment status that affects your eligibility for coverage (part-time to full-time or full-time to part-time)
- A change in your address or work location that affects the plans that are available to you.

**“R”Us Benefits Center** – Call **1-800-752-9908**, Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time for assistance with benefit-related questions.

**Spouse** – The individual to whom you are legally married according to civil law in the state or other jurisdiction in which the ceremony took place (including a common-law spouse if recognized by state law in your state of residence).

**Uniplegia** – Paralysis of one limb