



## Eligibility and Enrollment

This Summary Plan Description (SPD) contains information about your participation in the Toys“R”Us, Inc. Health Benefits Plan and Flexible Benefit Plan in effect as of July 1, 2016 including eligibility for each of the plans as well as how to enroll. This SPD is designed to meet your information needs and the disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA).

If there are any discrepancies between the information contained in this SPD and the official written Plan documents, the Plan documents will govern.

Please note that nothing in this SPD is meant to imply a contract or guarantee of employment. Participation in the Toys“R”Us, Inc. Health Benefits Plan and Flexible Benefit Plan does not preclude the Company 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, please contact the [“R”Benefits Service Center](#) at **1-844-TRU-BENS**.

This Summary Plan Description supersedes and replaces any previous SPDs you have received describing Eligibility and Enrollment.

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## Your Toys“R”Us, Inc. Benefit Program at a Glance

Toys“R”Us, Inc. (the “Company”) provides a broad range of health care coverage for eligible team members through the Toys“R”Us, Inc. Benefit Program in the benefit areas shown below. Be sure to review the rest of this Summary Plan Description (SPD) for eligibility and enrollment rules, as well as the individual benefit program SPDs for a detailed description of Plan benefits.

Available Benefits/Options	Description
<p><b>Medical (including prescription drug coverage)</b></p> <p><b>Consumer Directed Health Plans (“R”CDHP) consisting of three separate options:</b></p> <ul style="list-style-type: none"> <li>• <b>Aetna “R”CDHP Gold</b></li> <li>• <b>Aetna “R”CDHP Silver, and Aetna “R”CDHP Bronze, and</b></li> <li>• <b>Kaiser CA CDHP</b></li> </ul>	<ul style="list-style-type: none"> <li>• Nationwide coverage <b>in- or out-of-network</b> – for the Aetna “R”CDHP Gold, Silver and Bronze Options, choose any provider you wish. <u>In-network</u> only coverage for the Kaiser CA CDHP</li> <li>• You can select a Primary Care Physician (PCP) to coordinate your care and make referrals, but it is not required</li> <li>• Plan benefits are highest – and you pay less out of your own pocket – when you use a participating network doctor</li> <li>• Participating providers have agreed to provide their services to Aetna and Kaiser, CA members at discounted rates</li> <li>• Plan benefits are generally less if you see an <u>out-of-network provider</u></li> <li>• In-network preventive care is paid in full – with no <u>deductible</u> (out-of-network preventive care coverage is limited)</li> <li>• Coinsurance for all other medical benefits, including prescription drugs, begins after the <u>plan year</u> deductible is met, with the exception of certain preventive medications and services</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Payflex Health Savings Account (HSA)</b></li> </ul>	<p>The CDHPs described above are considered high deductible health plans. As such the Company offers CDHP participants the opportunity to open a Health Savings Account (HSA) administered by Payflex.</p> <ul style="list-style-type: none"> <li>• An HSA is your own personal account – it belongs to you. You keep the money in your account even if you change health plans or leave the Company</li> <li>• You can make contributions to the HSA – through pre-tax payroll deductions or by making tax deductible contributions directly to your account, subject to IRS limits</li> <li>• If you are enrolled in the Aetna “R”CDHP Gold or Silver Option, the Company may contribute tax-free dollars to your Payflex HSA</li> <li>• You can use the Company’s (and your) contributions to your HSA toward your deductible and other eligible expenses</li> <li>• The HSA is not part of the health plan sponsored by the Company and is not subject to ERISA.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Regional Medical Plans</b></li> </ul>	<p>Network coverage available in select areas only (out-of-network care covered only in an emergency):</p> <ul style="list-style-type: none"> <li>• Hawaii – <b>Kaiser Foundation Health Plan, Inc.</b></li> <li>• Puerto Rico – <b>Triple-S Salud</b></li> </ul> <p>Benefits vary by Plan</p>

Available Benefits/Options	Description
<p><b>Supplemental Benefits (Aetna Accident Plan, Aetna Hospital Plan and Aetna Critical Illness Plan)</b></p>	<p>These plans are designed to provide for additional dollars to help pay for expenses due to an accident, hospital stay outside your regular medical coverage or a critical illness.</p> <p>They are not intended to replace Company-provided medical coverage and do not qualify as minimum essential medical coverage (MEC) under the Affordable Care Act.</p> <p>You do not have to enroll in a Toys“R”Us medical option to elect these plans.</p> <p>Any potential payments received from these supplemental benefits will be taxable, but will not offset the amount you may qualify for short-term disability or sick pay.</p> <p>Premiums for the Critical Illness Plan is age banded and based on tobacco status</p>

Available Benefits/Options	Description
<p><b>Dental</b></p> <ul style="list-style-type: none"> <li>• <b>Aetna Dental Maintenance Organization (DMO)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Nationwide in-network coverage</li> <li>• To receive benefits, you must use a participating network provider – out-of-network care covered for emergencies only</li> <li>• When you use a participating provider: <ul style="list-style-type: none"> <li>• you pay a coinsurance percentage for specified covered services</li> <li>• you have no deductible to pay</li> <li>• there are no claim forms to fill out <i>and</i> you don't have to wait to be reimbursed (subject to certain limitations and exclusions)</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• <b>Aetna Dental Preferred Provider Organization (PPO)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Nationwide coverage <b>in- or out-of-network</b> – choose any provider you wish</li> <li>• Plan benefits are highest – and you pay less out of your own pocket – when you use a participating network dentist</li> <li>• Participating providers have agreed to provide their services to Aetna members at negotiated charges</li> <li>• Plan benefits are generally less if you see an out-of-network provider</li> </ul>
<p><b>Vision</b></p> <ul style="list-style-type: none"> <li>• <b>Vision – VSP Vision Care® Plans – Base and Buy Up</b></li> </ul>	<p>Nationwide coverage from member or non-member providers for:</p> <ul style="list-style-type: none"> <li>• Annual eye exam</li> <li>• Prescription eyeglass lenses</li> <li>• Prescription contact lenses</li> <li>• Frames</li> </ul>
<p><b>Flexible Spending Accounts (FSAs)</b></p> <ul style="list-style-type: none"> <li>• <b>Limited Purpose FSA</b></li> </ul>	<p>Use this account to pay out-of-pocket dental and vision care expenses you and your eligible family members incur; you can elect to contribute \$100 to \$2,550 annually, subject to plan limits</p>
<ul style="list-style-type: none"> <li>• <b>Dependent Care FSA</b></li> </ul>	<p>Use this account to pay an individual or facility to provide day care for your eligible family members; you can elect to contribute \$100 to \$5,000 annually, subject to IRS and plan limits</p>
<p><b>EAP</b></p> <ul style="list-style-type: none"> <li>• <b>Employee Assistance Program – ComPsych® GuidanceResources® Program</b></li> </ul>	<p>Provides professional, confidential counseling and referral services to you and your family – and online information, tools and services including:</p> <ul style="list-style-type: none"> <li>• Confidential counseling for personal issues</li> <li>• Legal information and resources</li> <li>• Information, referrals and resources for work-life needs</li> <li>• Financial information, resources and tools</li> </ul>

Available Benefits/Options	Description
<p><b>Life Insurance</b></p> <ul style="list-style-type: none"> <li>• <b>Basic Life Insurance</b></li> </ul>	<ul style="list-style-type: none"> <li>• Up to \$50,000 or one time your annual earnings, up to a maximum benefit of \$1,000,000 (\$1,500,000 for Senior Level Executives)</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Basic AD&amp;D Insurance</b></li> </ul>	<ul style="list-style-type: none"> <li>• One time your annual earnings, up to a maximum benefit of \$1,000,000 (\$1,500,000 for Senior Level Executives)</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Supplemental Life and AD&amp;D Insurance</b></li> </ul>	<ul style="list-style-type: none"> <li>• 1, 2, 3, 4 or 5 times your annual earnings, up to a maximum benefit of \$1,500,000 for Supplemental Life and AD&amp;D Insurance. Premiums are age-banded and based on whether or not you are a tobacco user</li> </ul> <p>Evidence of Insurability (EOI) may be required for Supplemental Life Insurance</p>
<ul style="list-style-type: none"> <li>• <b>Spouse and Child Life Insurance</b></li> </ul>	<ul style="list-style-type: none"> <li>• Spouse Life Insurance for your <u>spouse</u> or <u>domestic partner</u> – \$10,000, \$25,000, \$50,000, \$75,000 or \$100,000 (subject to plan limits). Premiums are age-banded.</li> <li>• EOI may be required for Spouse Life Insurance</li> <li>• Spouse Life Insurance cannot exceed 100% of your Basic and Supplemental Life Insurance combined</li> <li>• Child Life Insurance for each eligible child – \$5,000 or \$10,000</li> </ul>
<p><b>LTD</b></p> <ul style="list-style-type: none"> <li>• <b>Basic and Supplemental Long-Term Disability (LTD)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Basic LTD – 60% of base salary plus target bonus, up to a maximum monthly benefit of \$10,000</li> <li>• Supplemental LTD – If your annual base salary plus target bonus is more than \$200,000, Supplemental LTD adds to your Basic benefit by paying 60% of your base salary plus target bonus in excess of \$200,000, if you are eligible and enrolled</li> <li>• Combined maximum monthly benefit of \$20,000</li> <li>• Benefits are reduced by other sources of disability income</li> </ul>

# Eligibility and Enrollment

## Employer Shared Responsibility

### (Look-Back Measurement Method)

Employer Shared Responsibility is a component of the Patient Protection and Affordable Care Act (ACA) that requires employers to offer Minimum Essential Coverage (MEC) that is affordable and provides minimum value to all full-time team members that average 30+ hours of service per week or pay an excise tax.

The health plans Toys“R”Us offers provide MEC, are affordable and provide minimum value, each as defined by ACA. This means you will generally not be eligible for a government subsidy if you decide to waive company coverage and enroll in a plan on the health insurance marketplace. If you do receive a subsidy while eligible for our plans, you may be required to pay it back to the government.

Service hours include actual hours worked and non-working hours such as vacation, holidays and sick time. If you take an unpaid FMLA, unpaid jury duty or unpaid military leave of absence, the period of time you are on a leave will be excluded from the Standard Measurement Period.

As you read the eligibility provisions below, you may want to refer to **Section VI**, “Glossary of Key Terms,” at the end of this SPD for the definition of the capitalized terms.

## I. ELIGIBILITY

- A. Non-variable Hour Team Members\* – are in a benefits eligible class as of date of hire. Benefits begin after 30 days of service. See **Section II - Enrollment** for enrollment rules.

*\* Generally, you are a Non-variable Hour Team Member if you are a non-exempt management team member (including Level IV 3+ and M14 and M15) or a full-time hourly team member.*

- B. Variable Hour Team Members\* – Variable Hour Team Members are eligible if they average 30 or more Hours of Service during the applicable measurement period below:

- (1) Newly Hired Team Members – the applicable measurement period is your Initial Measurement Period; and
- (2) Ongoing Team Members – the applicable measurement period is the most recent Standard Measurement Period.

*\* Generally, you are a Variable Hour Team Member if you are a part-time hourly or seasonal team member.*

See **Section II.C** for eligibility rules when you are transitioning between the Initial Stability Period and the Standard Stability Period.

## II. ENROLLMENT

### A. NEWLY HIRED TEAM MEMBERS

- (1) Non-variable Hour Team Members – Non-variable Hour Team Members must enroll by the end of their 30-day waiting period.
- (2) Variable Hour Team Members – Variable Hour Team Members are not eligible for coverage until their initial measurement period ends. If they are deemed to be eligible during the Administrative Period following their Initial Measurement Period, they may enroll within 30 days of the first day of the Initial Stability Period.

- B. Ongoing Team Members – Ongoing Team Members will have an opportunity to enroll at the beginning of the plan year and will have 30 days to enroll. Coverage will become effective as of the first day of the next following Standard Stability Period (*i.e.*, July 1).

Ongoing Team Members who fail to average 30 or more Hours of Service per week during the Standard Measurement Period are not eligible to enroll and will not be offered coverage during the Standard Stability Period. If such Ongoing Team Members were eligible for benefit coverage during the Standard Stability Period that includes the Annual Enrollment period, they will be offered continuation coverage under COBRA beginning as of the first day of the next Standard Stability Period.

C. Transitioning Team Members – The following rules apply when your Initial Stability Period and your Standard Stability Period overlap:

(1) Coverage During Initial Stability Period - If you averaged 30 or more Hours of Service per week during your Initial Measurement Period and elected benefit coverage, your benefit coverage will continue through the end of your Initial Stability Period, provided you pay timely and otherwise remain eligible.

(a) If you average 30 or more Hours of Service per week during your first Standard Measurement Period, benefit coverage will begin on the first day after the end of your Initial Stability Period and will continue through the end of the Standard Stability Period.

(b) If you do not average 30 or more Hours of Service per week during your first Standard Measurement Period, your benefit coverage will end on the last day of your Initial Stability Period and you will not be offered coverage for the remainder of the Standard Stability Period. You will not be eligible to enroll in benefit coverage unless you average 30 or more Hours of Service per week during a subsequent Standard Measurement Period. If you are enrolled in benefit coverage at the end of your Initial Stability Period, you will be offered continuation coverage under COBRA beginning as of the first day of the Standard Stability Period.

(2) No Coverage During Initial Stability Period - If you did not average 30 or more Hours of Service per week during your Initial Measurement Period, you will not be eligible to enroll in benefit coverage during your Initial Stability Period.

(a) If you average 30 or more Hours of Service per week during your first Standard Measurement Period, you will be eligible to enroll in benefit coverage effective as of the first day of your Standard Stability Period, even if that falls within your Initial Stability Period.

(b) If you do not average 30 or more Hours of Service per week during your first Standard Measurement Period, you will not be eligible to enroll in benefit coverage unless you average 30 or more Hours of Service per week during a subsequent Standard Measurement Period.

### III. CHANGES IN EMPLOYMENT STATUS

A. Variable Hour Team Member to Non-variable Hour Team Member – If you change employment status from a Variable Hour Team Member to a Non-variable Hour Team Member *during your Initial Measurement Period*, you will be eligible to enroll as of the earlier of:

(1) The first day of your Initial Stability Period, if you satisfy **Section II.C(1)**; or

(2) The date of your change in employment status (but not earlier than your 31<sup>st</sup> day of employment).

B. Non-variable Hour Team Member to Variable Hour Team Member – If you change employment status from a Non-variable Hour Team Member to a Variable Hour Team Member *before you begin your first Standard Stability Period*, you will remain eligible for benefit coverage until the beginning of your first Standard Stability Period, at which time your status as a Full-Time Team Member will be determined based on Hours of Service during the Standard Measurement Period.

C. Change in Employment Status During a Stability Period. If you change employment status *during your Initial or Standard Stability Period*, your benefits (or lack of benefits) will not change as a result.



Here are the same rules shown more simply:

If your status changes :	You will be eligible for benefits:	You will:
<b>During your Initial Measurement Period:</b> PT hourly/Seasonal (Variable Hour Employee) to FT hourly or Management (Non-variable Hour Employee)	On the earlier of: The date your employment status changes; or The first day of the Initial Measurement Period.	Remain eligible for the entire Stability Period. Hours will be re-measured during the Standard Measurement Period
<b>Before start of first of first Standard Stability Period:</b> FT hourly or Management (Non-variable Hour) to PT hourly/Seasonal (Variable Hour)	Benefits do not drop	Remain eligible through the start of the first Standard Stability Period. Hours will be re-measured during the Standard Measurement Period.
<b>During a Stability Period:</b> PT to FT; or FT to PT.	Without any change.	Be re-measured during the Standard Measurement Period.

#### IV. LEAVES OF ABSENCE

While you are on an approved leave of absence, you will be remain eligible for benefit coverage as long as you remain employed and you make timely contributions, assuming you are otherwise eligible for, and enrolled in, such coverage.

#### V. REHIRE AND RETURNS FROM LEAVE OF ABSENCE

When you are rehired following termination of employment or when you return from an unpaid leave of absence, you will be treated as a New Team Member (e.g., subject to a new Initial Measurement Period or new 30-day waiting period, as applicable) if your period of no service lasted 13 weeks or longer.

If your period of no service was less than 31 days, you will be treated as a continuing team member, that is, as if you had not been gone. You will be automatically enrolled in all benefits that you had prior to your last termination date including life insurance benefits in which you were already approved.

If your period of no service was greater than 31 days but less than 13 weeks, you will be treated as a continuing team member, that is, as if you had not been gone. If you do not make changes to your benefits within 30 days of your rehire date, you will be automatically enrolled in all benefits that you had prior to your last termination date, excluding life insurance benefits in which you were approved prior to your last termination date. Any changes to Basic (\$50,000 to 1x Salary), Supplemental and Spouse Life Insurance may be subject to Evidence of Insurability. Any newly added dependents will be subject to verification requirements.

Hours of Service may not be awarded for the period of no service when averaging your Hours of Service for the Initial or Standard Measurement Period that includes the date you return to active service.

#### VI. GLOSSARY OF KEY TERMS

- A. Administrative Period – the period running from May 1 through June 30, or with respect to a New Team Member, the period running from the day after the Initial Measurement Period through the last day of the month following the month in which the Team Member’s anniversary of employment occurs. This time is used to determine full-time status and to offer team members the opportunity to enroll in benefits.
- B. Hour of Service – each hour for which an team member is paid, or entitled to payment, for the performance of duties for the employer; and each hour for which an Team Member is paid, or entitled to payment by the employer for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

- C. Initial Measurement Period – the 12-month period beginning on a team member’s date of hire over which hours will be averaged for Newly Hired Team Members who are Variable Hour Team Members.
- D. Initial Stability Period – the 12-month period beginning on the first day of the month following the Administrative Period associated with the Initial Measurement Period.
- E. Newly Hired Team Member – a team member who has been employed less than one complete Standard Measurement Period or who has experienced a period of no service equaling or exceeding 13 weeks in accordance with **Section V**.
- F. Non-variable Hour Team Member (Also referred to as a *Full-time Team Member*) – a team member who is reasonably expected at the time of hire to work 30 or more hours per week, unless the Team Member is a Seasonal Team Member. A *Non-variable Hour Team Member* includes a non-exempt management team member (including Level IV 3+ and M14 and M15) or a full-time hourly team member.
- G. Ongoing Team Member – a team member who has been employed at least one complete Standard Measurement Period.
- H. Standard Measurement Period – the period beginning on May 1 and ending on April 30 of the following year during which Hours of Service will be averaged for Ongoing Team Members.
- I. Standard Stability Period – the 12-month period beginning each July 1 and ending the following June 30.
- J. Seasonal Team Member – a team member who performs services on a seasonal basis, as determined by the Plan Administrator in its sole discretion in accordance with applicable guidance.
- K. Variable Hour Team Member (Also referred to as a part-time or seasonal Team Member) – a team member who is not reasonably expected as of the team member’s start date to be employed on average at least 30 Hours of Service per week during the Initial Measurement Period because the Team Member’s Hours of Service are variable or otherwise uncertain. A Seasonal Team Member may also be treated as a Variable Hour Team Member, even if reasonably expected to work 30 or more hours per week.

You are eligible for:	If you are a(n):
<b>Medical (including prescription drug coverage), Supplemental Benefits, Dental, Vision, Limited Purpose Flexible Spending Account (FSA) and Dependent Care FSA, Basic and Supplemental Life and AD&amp;D Insurance, Spouse and Child Life Insurance</b>	Management or <u>full-time hourly team member</u> with at least 30 days of service <ul style="list-style-type: none"> <li>• Part-time hourly team members with an average of 30+ hours of service per week over a specific measurement period</li> <li>• Any other team members who meet the eligibility criteria above</li> </ul> <i>*See above for more detailed rules</i>
<b>Employee Assistance Program (ComPsych® The Guidance Resources Company® EAP)</b>	Management, full-time hourly team member or part-time hourly team member with at least 30 days of service

You are eligible for:	If you are a(n):
<b>Basic Long-Term Disability (LTD)</b>	<ul style="list-style-type: none"> <li>• Management team member <i>or</i></li> <li>• Full-time hourly team member in a Level IV 3+ position at Global Resource Center (GRC)</li> </ul>
<b>Supplemental Long-Term Disability</b>	<p>Management team member or full-time hourly team member in a Level IV 3+ position at GRC</p> <p><i>and</i></p> <p>Your annual base salary plus target bonus is more than \$200,000</p>

You are **not** eligible for the benefits described in this Summary Plan Description if you are:

- Covered by a collective bargaining unit, unless the collective bargaining unit agreement provides for participation in the Plan (see Union Agreement in the [Legal and Administrative Information SPD](#))
- Covered under a welfare plan maintained by a foreign affiliate
- An independent contractor
- A nonresident alien, unless your transfer agreement provides for participation in the Plan.

## Dependent Eligibility

Your dependents are also eligible for coverage under the Company's Benefit Program, as shown in the following table.

Plan(s)	Eligible Dependents
<b>Medical (including prescription drug coverage), Supplemental Benefits, Dental Vision, Supplemental Benefits, Employee Assistance Program</b>	<ul style="list-style-type: none"> <li>• Your spouse or domestic partner</li> <li>• A dependent child (must be under 26 years of age for medical and under 23 years of age for dental and vision) include:               <ul style="list-style-type: none"> <li>• Your biological children;</li> <li>• Your stepchildren;</li> <li>• Your legally adopted children;</li> <li>• Your foster children, including any children placed with you for adoption;</li> <li>• Your domestic partner's children;</li> <li>• Your grandchildren in your court-ordered custody;</li> <li>• Any children for whom you are responsible under court order;</li> </ul> </li> <li>• Incapacitated Dependents - forms should be submitted to medical carrier at least 60 days prior to the child turning age 26, this will allow time for the review and processing of the application without interruption of benefits. The member has to submit proof that the child is fully handicapped no later than 31 days after the date. (Please be advised once the child reaches age 26, coverage will end even during the review process until a decision is reached.)</li> </ul>

Plan(s)	Eligible Dependents
<b>Spouse and Child Life Insurance</b>	<ul style="list-style-type: none"> <li>• Your spouse or domestic partner</li> <li>• Your spouse's or your domestic partner's dependent children who depend on you for support, up to:               <ul style="list-style-type: none"> <li>• the day each child reaches age 23</li> <li>• any age if the child is solely dependent on you for support as a result of a mental or physical disability (including children who do not live with you but for whom the Company has received a Qualified Medical Child Support Order (QMCSO)), and the child is covered under the Plan prior to the date coverage would have ended if he or she was not disabled. To extend coverage for a disabled child, you must provide written proof of the disability to the claims administrator within 31 days of the child's 23<sup>rd</sup> birthday, and when requested thereafter.</li> </ul> </li> </ul> <p>Children include natural, pre-adopted or legally adopted children, stepchildren, and children for whom you are legal guardian.</p>
<b>Limited Purpose Flexible Spending Account (FSA) and Dependent Care Flexible Spending Account FSAs</b>	<ul style="list-style-type: none"> <li>• Limited Purpose Flexible Spending Account – Reimbursement with respect to your spouse and any individuals you claim as dependents on your federal income tax return* – whether or not they are enrolled in the Toys“R”Us, Inc. medical, dental and/or vision plans.</li> <li>• Dependent Care Flexible Spending Account – Reimbursement with respect to your children up to their 13<sup>th</sup> birthday and/or physically or mentally incapacitated dependents who qualify as dependents for federal income tax purposes*.</li> </ul> <p><i>* Applies to dependents defined in Code § 105(b) for the Limited Purpose FSA and Code §129 for the Dependent Care FSA.</i></p>

**If you and your spouse (or domestic partner) are both employed by the Company, you can each be covered as a team member or as a dependent, but not as both. Either you or your spouse/domestic partner may elect to cover your eligible dependent children.**

## Health Care Coverage Levels

When you enroll for Medical, Supplemental Benefits, Dental and/or Vision coverage, you select an option and then choose the dependents you want to enroll, which determines your coverage level. You may choose different coverage levels for each benefit plan you elect; however you must choose the same plan option (i.e., Aetna “R”CDHP Gold, DMO, etc.) for you and any dependents you elect to cover. You select from one of the following coverage levels for each benefit plan:

- Team member only
- Team member + 1
- Team member + Family.

## Your Cost for Coverage

The Company's Benefit Program costs and options are reviewed periodically and may change at any time and for any reason.

The following table shows each of the plans in your Benefit Program and whether you contribute toward the cost of coverage. You can find information about the benefits available to you as well as your pay period cost for each option on [RUsBenefits.com](http://RUsBenefits.com) or by choosing the "R"Benefits button on your Workday homepage (then click Benefits Enrollment), or you can call the ["R"Benefits Service Center](#).

Available Benefits	Who Pays the Cost
<ul style="list-style-type: none"> <li>Medical (including prescription drug coverage)</li> </ul>	<p>You and the Company share the cost of coverage. Your share of the cost is determined by your base pay, as well as the medical plan and the level of coverage you choose. You can find current contribution rates on <a href="http://RUsBenefits.com">RUsBenefits.com</a> or by choosing the "R"Benefits button on your Workday homepage. Rates vary depending on whether or not you are a tobacco user. A spousal/domestic partner (SP/DP) surcharge may apply if the spouse or domestic partner has other coverage available at their place of employment.</p>
<ul style="list-style-type: none"> <li>Health Savings Account*</li> </ul>	<p>If enrolled in a Company sponsored medical CDHP option, you may make contributions to this account either through payroll deductions or direct payments. Certain medical plan options may also include an employer contribution. Annual contribution limits apply. The Company pays the administration fee as long as you are an active team member.</p>
<ul style="list-style-type: none"> <li>Supplemental Benefits (Aetna Accident Plan, Aetna Hospital Plan, and Aetna Critical Illness Plan)</li> </ul>	<p>You pay the full cost of coverage. Your cost is determined by the plan and level of coverage you choose (and age/tobacco status for the Aetna Critical Illness Plan). You can find current contribution rates on <a href="http://RUsBenefits.com">RUsBenefits.com</a> or by choosing the "R"Benefits button on your Workday homepage.</p>
<ul style="list-style-type: none"> <li>Dental</li> </ul>	<p>You and the Company share the cost of coverage. Your share of the cost is determined by the dental plan and level of coverage you choose. You can find current contribution rates on <a href="http://RUsBenefits.com">RUsBenefits.com</a> or by choosing the "R"Benefits button on your Workday homepage.</p>
<ul style="list-style-type: none"> <li>Vision</li> </ul>	<p>You pay the full cost of coverage. Your cost is determined by the level of coverage you choose. You can find current contribution rates on <a href="http://RUsBenefits.com">RUsBenefits.com</a> or by choosing the "R"Benefits button on your Workday homepage.</p>
<ul style="list-style-type: none"> <li>Limited Purpose Flexible Spending Account (FSA) and Dependent Care FSA</li> </ul>	<p>You make all the contributions necessary to fund these accounts. Any amounts remaining at the end of the reimbursement deadline of September 30 are forfeited.</p>
<ul style="list-style-type: none"> <li>Employee Assistance Program</li> </ul>	<p>The Company pays the full cost of this program.</p>
<ul style="list-style-type: none"> <li>Basic Life and AD&amp;D Insurance</li> </ul>	<p>The Company pays the full cost of coverage. However, if you elect coverage in excess of \$50,000 you will be subject to imputed income.</p>

Available Benefits	Who Pays the Cost
<ul style="list-style-type: none"> <li>Supplemental Life and AD&amp;D Insurance</li> </ul>	You pay the full cost of coverage. You can find current contribution rates on RUsBenefits.com by choosing the “R”Benefits button on your Workday homepage.
<ul style="list-style-type: none"> <li>Spouse and Child Life Insurance</li> </ul>	You pay the full cost of coverage. You can find current contribution rates on RUsBenefits.com or by choosing the “R”Benefits button on your Workday homepage.
<ul style="list-style-type: none"> <li>Basic Long-Term Disability (LTD)</li> </ul>	The Company pays the full cost of coverage.
<ul style="list-style-type: none"> <li>Supplemental Long-Term Disability (LTD)</li> </ul>	You pay the full cost of coverage. You can find current contribution rates on RUsBenefits.com or by choosing the “R”Benefits button on your Workday homepage.

\*The HSA is not part of the health plan sponsored by the Company and is not subject to ERISA.

## Making Your Contributions

Your contributions are deducted from each paycheck. Contributions you make for Medical (including prescription drugs), HSA, Supplemental Benefits, Dental, Vision and Flexible Spending Accounts are made with *pre-tax dollars*.

*Pre-tax dollars* come out of your pay before federal income and Social Security taxes are withheld – and in most states, before state and local taxes are withheld. This gives your contributions a special tax advantage and lowers your taxable income, thereby lowering the actual cost to you.

Although pre-tax contributions reduce your taxable income, they generally will not affect other benefits related to your income. For example, Basic Life Insurance coverage will be calculated using your full annual salary prior to any pre-tax deductions.

By making pre-tax contributions, you may pay less in Social Security taxes, which could lower your Social Security benefits at retirement or in case of disability. However, any reduction in Social Security benefits should be minimal.

If you enroll for Supplemental Life, AD&D, and/or LTD, or Spouse and/or Child Life Insurance your contributions are made with after-tax dollars. After-tax dollars come out of your pay *after* all applicable taxes have been determined and withheld.

**It is important to note that payroll deductions are not prorated based on when your coverage starts, or when it ends. Typically, coverage will end and deductions will be taken through the end of the pay period.**

**Note:** Due to current tax laws, if you elect medical, vision or dental coverage for your domestic partner or domestic partner’s dependent children, the premium cost associated with your domestic partner’s coverage – including the Company’s share of the cost – will be reported on your W-2 as taxable income. There are some exceptions that may enable your domestic partner and your domestic’s partner’s child to qualify as your tax dependents for purposes of medical and dental coverage. Because tax rules are complex, you should consult with your tax advisor.

## How to Enroll

When you are hired or become newly eligible (and each year during Annual Enrollment) the Company will make available the information you will need to make your elections for the Company's benefits\*.

Before you enroll, go to [RUsBenefits.com](https://RUsBenefits.com) (Username: RUS; Password: benefits) to review all of the plan options available to you. [RUsBenefits.com](https://RUsBenefits.com) is where you can review complete plan details, compare your options and rates and find out about benefits you may be overlooking.

Review [RUsBenefits.com](https://RUsBenefits.com) carefully and consider which benefit options make the most sense for you. When you are ready to enroll (within your enrollment timeframe):

- Log on to Workday and click the "R"Benefits button or
- Call the "R"Benefits Service Center at **1-844-TRU-BENS**, Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time.

## Using the Benefits Enrollment Website

The Benefits Enrollment [website](#) is available 24 hours a day, 7 days a week. Log on to Workday and sign in using your User Name and Password, click the "R"Benefits button, then click Benefits Enrollment. In addition to online enrollment, the site provides information including a Decision Support Tool and cost comparisons for each of the available options.

## Using the "R"Benefits Service Center

If you prefer to speak with someone, call the "R"Benefits Service Center at **1-844-TRU-BENS** to speak with a "R"Benefits Service Center Representative, Monday through Friday, from 8:00 a.m. to 8:00 p.m. Eastern Time.

## Enrolling If You Are Newly Eligible

You must enroll for the Company's health and welfare Benefits within 30 days of becoming eligible. If you do not enroll within 30 days of the date you first become eligible for benefits, you will have only the Company-paid benefits for which you are eligible for the remainder of the plan year, unless you have a [qualifying life event](#).

## Annual Enrollment

One of the many advantages of the Company's health and welfare Benefit Program is the Annual Enrollment that takes place each spring. At that time, the Company will make available the information you need on [RUsBenefits.com](https://RUsBenefits.com) to make your elections. The decisions you make during the Annual Enrollment period will take effect the following July 1 and will stay in effect until you make a change during a subsequent Annual Enrollment period (with coverage changing the following July 1) or if you have a qualifying life event.



## When Coverage Begins

Plans	Coverage Begins on
<b>Medical (including prescription drug), Supplemental Benefits, Dental, Vision, Flexible Spending Accounts, Supplemental Life and AD&amp;D Insurance, Spouse and Child Life Insurance, Supplemental Long-Term Disability (LTD)</b>	The date you become eligible for benefits, provided you have enrolled within 30 days of that date*
<b>Employee Assistance Program, Basic Life and AD&amp;D Insurance, Basic LTD</b>	The date you become eligible for these benefits*
<p>*If you are absent on the day your coverage would begin, coverage (other than medical) begins on the first day you return to work. If EOI is pending for Supplemental or Spouse Life Insurance, the effective date of coverage is the date the EOI is approved by the Insurance company.</p>	

Coverage for your enrolled dependents begins when your coverage begins, provided you have enrolled them by the deadline provided to you by “R”Benefits Dependent Verification Services, , and provided all the [required documentation](#), including social security number. Otherwise, their coverage will not begin until the July 1 after the next Annual Enrollment period during which you enroll them, provided you meet all of the requirements to add them to coverage.

Benefit elections made during Annual Enrollment generally become effective on the following July 1.

## Changing Your Enrollment Elections During the Year

Because you make your contributions for Medical, Supplemental Benefits, Dental, Vision and Flexible Spending Accounts with pre-tax dollars, the IRS does not permit you to make changes or cancel your coverage during the plan year *unless* you have a qualifying life event. Toys“R”Us, Inc. also applies this rule to Supplemental Life and Accidental Death and Dismemberment (AD&D) Insurance, Spouse and Child Life Insurance and Supplemental Long-Term Disability Insurance – even though you pay for this coverage using after-tax dollars. A qualifying life event includes, but is not limited to:

- 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/domestic partner’s eligibility for coverage
- A change in your employment status that affects your eligibility for coverage (for example, if you are a part-time hourly team member and you become a full-time team member)
- A change in your address or work location that affects the plans that are available to you.

If you experience a qualifying life event, you can modify your coverage provided the change is consistent with the qualifying life event and you notify the “R”Benefits Service Center or log on to Workday and click the “R”Benefits button and complete the change *within 30 days following the qualifying event*. Otherwise, you must wait until the next Annual Enrollment to modify your coverage and/or add newly eligible dependents.

If you have or wish to elect Supplemental or Spouse Life Insurance, you may be asked to provide satisfactory Evidence of Insurability (EOI) to the Insurance Company. See the Life Insurance Summary Plan Description.

## Special Enrollment Rights for Group Health Plans

If you, your spouse, domestic partner and/or dependent are entitled to special enrollment rights under one of the Medical, Supplemental Benefits, Dental, Vision or Limited Purpose FSA benefit options, an election change to correspond with the special enrollment right is permitted. Thus, for example, if an otherwise eligible employee declined enrollment in medical coverage for the employee or the employee's eligible dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (i.e., due to legal separation, divorce, death, termination of employment, reduction in hours, exhaustion of COBRA period, moving out of or no longer working in an HMO service area, or employer contributions for the coverage were terminated), the employee may be able to elect medical coverage under the Plan for the employee and his or her eligible dependents who lost such coverage.

Furthermore, if an otherwise eligible employee gains a new dependent as a result of marriage, birth, adoption, or placement for adoption, the employee may also be able to enroll the employee, the employee's spouse, and the employee's newly acquired dependent, provided that a request for enrollment is made within **30 days from the date of the event**; however, in cases where the special enrollment right is triggered by a loss of eligibility for Medicaid or the state's Children's Health Insurance Program (CHIP) or becoming eligible for premium assistance subsidy under Medicaid or CHIP, such request must be made within **60 days after such event**. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive up to 30 days.

Also note that you are eligible to enroll in the medical (including the Limited Purpose FSA), dental, and/or vision benefit option outside of the open enrollment period if you or your eligible dependent: (i) is enrolled in Medicaid or CHIP and coverage is terminated due to a loss of eligibility for coverage under Medicaid or CHIP; or (ii) becomes eligible for a premium assistance subsidy under Medicaid or CHIP. However, you must request enrollment within **60 days** after your Medicaid or CHIP coverage is terminated due to a loss of eligibility or you become eligible for premium assistance subsidy, as applicable.

## Coverage During Approved Leaves of Absence

If you request and are approved for a leave of absence, and your job is protected under the Family and Medical Leave Act (FMLA) or the Uniformed Services Employment and Reemployment Rights Act (USERRA), you will be entitled to continue your health care coverage in accordance with the leave policies. Leave of Absence policies can be found on [RUsBenefits.com](http://RUsBenefits.com).

## Coverage While on an Approved Long-Term Disability

If your leave exceeds 26 weeks and you are eligible to receive long-term disability benefits, your coverage under other Company-sponsored benefits may continue as described below. Your employment will terminate after you have exhausted your maximum leave time available.

Benefit Plan(s)	If your employment is not terminated	If your employment is terminated
<b>Medical (including prescription drugs), Dental and Vision</b>	Coverage continues as long as you submit timely payments to Payflex, the Direct Bill administrator.	You will be offered COBRA continuation coverage
<b>Supplemental Benefits</b>	Coverage continues as long as you submit timely payments to Payflex, the Direct Bill administrator.	You will be offered the option to port your Accident and Critical Illness coverage to an individual insurance. Your Hospital Plan coverage cannot be ported.
<b>Flexible Spending Accounts (FSAs)</b>	Coverage discontinues.	You will be offered COBRA continuation coverage for the Limited Purpose FSA only through the end of the current plan year; coverage under the Dependent Care FSA ends when your employment ends
<b>Basic Life and AD&amp;D Insurance</b>	Coverage continues	You will be offered the option to continue your Life Insurance coverage by converting it to individual insurance (AD&D cannot be converted)
<b>Supplemental Life and AD&amp;D Insurance</b>	Coverage continues as long as you submit timely payments to Payflex.	You will be offered the option to continue your Life Insurance coverage by converting it to individual insurance (AD&D cannot be converted)
<b>Spouse and Child Life Insurance</b>	Coverage continues as long as you submit timely payments to Payflex	You will be offered the option to convert your coverage to individual insurance
<b>Employee Assistance Program (EAP)</b>	Coverage continues	COBRA continuation coverage applies

## Paying For Coverage If You Are on a Paid Leave of Absence

*(Family Leave may be protected under FMLA)*

Your health and welfare benefits will continue to be deducted from your pay as long as you are receiving a regular paycheck.

## Paying For Coverage If You Are on an Unpaid Leave of Absence

If you are on an unpaid leave of absence, you will receive coupons from Payflex and will be required to submit payment directly to Payflex. Failure to submit payment timely to Payflex may result in a loss of coverage.

For information on direct bill payments, please contact the following:

- “R”Benefits Service Center (**1-844TRU-BENS**)

## If Your Pay is Reduced

If your pay is reduced for any reason, including a paid leave of absence, your health care contributions will continue as long as you remain an eligible team member and your salary is sufficient to cover any required contributions.

If your pay is not sufficient to cover your contributions, you will have an arrears balance for your benefit deductions. Once you have sufficient pay to cover the required contributions, the Deductions in Arrears Process will deduct your current pay period contribution, plus one additional pay period contribution until you are completely caught up.

## Glossary of Key Terms

To help you understand how the Toys“R”Us, Inc. Benefit Program works, you should familiarize yourself with the following key terms.

**Administrative Period** – Period between the end of the Standard Measurement Period or Initial Measurement Period and the Stability Period. This time is used to determine full-time status and to offer team members the opportunity to enroll in benefits.

**ADP COBRA Services – COBRA Administrator**

**Anniversary year** – The 12-month period beginning on your date of hire.

**Benefits Enrollment Website** – A benefits website, where you can access benefits information and enroll online for Medical (including prescription drugs), HSA, Supplemental Benefits, 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.

**Company** – Toys“R”Us, Inc.

**Deductible** – For the:

- Health plans – the amount you must pay each Plan Year before the Plan pays any benefits.
- Dental plans – the amount you must pay each Calendar Year before the Plan pays any benefits.

**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 each other or any other person and are the sole partners of each other
  - Have lived together for at least one year (six months for determining eligibility for Basic and Supplemental Life and Accidental Death and Dismemberment Insurance) 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.

**Eligible dependents** – See [Dependent Eligibility](#) section.

**Employer Shared Responsibility** - is a component of the Patient Protection and Affordable Care Act (ACA) that requires employers to offer affordable and **minimum essential health care coverage** to all full-time team members that average 30+ hours of service per week.

**Full-time hourly team member** – A team member who generally works a schedule of at least 30 hours a week (excluding any unpaid meal periods), and who is coded as a full-time non-exempt team member in Workday.

**Initial Measurement Period** – A 12-month period used to ascertain whether a newly hired team member is considered full-time and is eligible for health care coverage.

**In-network provider (preferred provider)** – A state licensed health care provider who has a written agreement with the claims administrator/insurance company (e.g., Aetna) to perform services and receive payment at a discounted rate.

**Management team member** – A team member who generally works a schedule of at least 40 hours a week, and who is:

- Salaried (exempt) – paid an annual salary and is not eligible for overtime pay, regardless of hours worked

*or*

- Hourly (non-exempt) classified as a manager – paid on an hourly basis and eligible for overtime pay for hours worked in excess of 40 a week (excluding vacation, holiday, sick or other non-work hours in accordance with applicable federal legislation).

**Minimum Essential Health Care Coverage (MEC)** – The actuarial value of the benefits provided in the plan must equal or exceed 60% of the plan costs.

**Out-of-network provider (non-preferred provider)** – A state licensed health care provider who does not have a contract or agreement with the claims administrator/insurance company (e.g., Aetna) to offer services. Benefits for out-of-network care may be lower than benefits paid for in-network care.

**Part-time hourly team member** – A team member who generally works at least five (5), but less than 30 hours a week. If a part-time hourly team member volunteers to work additional hours during busy seasons, these additional hours will not affect the team member's part-time status.

**Plan Year** – The 12-month period beginning on July 1 and ending on June 30 of the following year, for which benefit elections are effective for Medical (including prescription drugs), Dental, Vision, Flexible Spending Accounts, Life Insurance, Accidental Death and Dismemberment Insurance, Spouse and Child Life Insurance, Long-Term Disability and the Employee Assistance Program

**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 but not limited to:

- 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 or domestic partner'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.

\* **IMPORTANT:** Note that domestic partners generally are not eligible for any pre-tax benefits under federal tax law. However, after-tax elections to add or drop benefit coverage for a domestic partner may be made in accordance with these qualifying life event rules, subject to any restrictions placed on mid-year election changes by an insurer.

**Required Documentation** – Documentation required for enrolling dependents in benefits. Effective 7/1/12, Social Security Numbers are REQUIRED in order to add a dependent (including spouse or domestic partner). Documentation must be received by the verification deadline given on the notice from the “R”Benefits Dependent Verification Services in order to add dependents to coverage. Mail or fax to:

<b>THE FOLLOWING DOCUMENTATION IS REQUIRED WHEN ADDING A DEPENDENT</b>			
<b>Spouse (same and opposite sex, Civil Union Partner and Common Law Spouse)</b>	Submit the item from List A for your Spouse. Submit 1 item from List B and 2 items from List C for a Civil Union Partner or Common Law Spouse. Items from List C must be within 6 months of the verification deadline date and have the dependent’s name on the document.		
	List A	List B	List C
	Marriage Certificate	Declaration of Common Law Marriage  Civil Union Certificate	Bank or Credit Card Statement with Common Address  Mortgage or Lease Statement with a Common Address  Motor Vehicle Statement with a Common Address  Utility Bill with a Common Address
<p><b><u>Spouse</u></b> A marriage license will be accepted if it is showing that the marriage took place.</p> <p><b><u>Proof of Same Address/Financial Interdependence</u></b> Documentation must be dated within 6 months of the verification deadline date. Mortgage or Lease Statement with a Common Address – must list both parties as co-owners.</p> <p><b><u>Common Law Spouse</u></b> Documentation must include: State, Employee and Dependent Information, Signature or Seal</p>			
<b>Child Definition of child includes biological, step and adopted child; it also includes legal ward</b>	If your Child is a stepchild, you must also provide a marriage certificate or Affidavit of Common Law Marriage.		
	Adoption Certificate Adoption Placement Agreement Birth Certificate with Parent’s Name Listed Documentation of Legal Guardianship Documentation of Legal Custody Hospital Birth Record (within 60 Days of Birth) Qualified Medical Child Support Order		



**Birth Certificate** Must be issued by a government entity and include the dependent name, date of birth and must validate the relationship

**Hospital Birth Record** Hospital Birth Record will only be accepted for dependent children who were born within the last 60 days. Document should be issued or verified by doctor or hospital. Children with a birthday beyond the 60 day window must submit one of the other items listed under Required Documentation such as a birth certificate.

**Adoption** If the child was adopted within the last 12 months the adoption placement agreement and petition for adoption can be accepted; when adding an adopted child post 12 months of adoption, an adoption certificate is required

<b>Domestic Partner (Non-Tax Dependent)</b>	Please submit one item from List A and two items from List B. The documents from List B must be dated within 6 months of the verification deadline date and have the dependent's name listed on the document.	
	<b>List A</b>	<b>List B</b>
	Domestic Partner Affidavit (Notarized)	Bank or Credit Card Statement with Common Address  Mortgage or Lease Statement with a Common Address  Motor Vehicle Statement with a Common Address  Utility Bill with a Common Address

**Affidavits:** Must be completed, signed and notarized

**Proof of Same Address/Financial Interdependence**

Documentation must be dated within 6 months of the verification deadline date.

Mortgage or Lease Statement with a Common Address – must list both parties as co-owners.

<b>Domestic Partner (Tax Dependent)</b>	Please submit both documents from List A and TWO items from List B. The documents from List B must be dated within 6 months of the verification deadline date and have the dependent's name listed on the document.	
	<b>List A</b>	<b>List B</b>
	Domestic Partner Affidavit (Notarized)  Tax Return(within last 2 years)	Bank or Credit Card Statement with Common Address  Mortgage or Lease Statement with a Common Address  Motor Vehicle Statement with a Common Address  Utility Bill with a Common Address

**Affidavits:** Must be completed, signed and notarized

**Tax Return** Must be Federal Tax return and list Domestic Partner as tax dependent with the past two tax years.

**Proof of Same Address/Financial Interdependence**

Documentation must be dated within 6 months of the verification deadline date.

Mortgage or Lease Statement with a Common Address – must list both parties as co-owners.

	Please submit one item from List A, the form from List B and TWO items from List C.		
	<b>List A</b>	<b>List B</b>	<b>List C</b>

<b>Domestic Partner Child</b>  <b>(Non-Tax Dependent)</b>	Adoption Certificate Adoption Placement Agreement Birth Certificate with Parent's Name Listed Documentation of Legal Guardianship Documentation of Legal Custody Hospital Birth Record (within 60 Days of Birth) Qualified Medical Child Support Order	Domestic Partner Affidavit (Notarized)	Bank or Credit Card Statement with Common Address  Mortgage or Lease Statement with a Common Address  Motor Vehicle Statement with a Common Address  Utility Bill with a Common Address

**Birth Certificate**

Must be issued by a government entity and include the dependent name, date of birth and must validate relationship to Domestic Partner on file.

**Hospital Birth Record**

Hospital Birth Record will only be accepted for dependent children who were born within the last 60 days. Document should be issued or verified by doctor or hospital. Children with a birthday beyond the 60 day window must submit one of the other items listed under Required Documentation such as a birth certificate.

<b>Domestic Partner Child</b>  <b>(Tax Dependent)</b>	Please submit one item from List A, BOTH items from List B and TWO items from List C.		
	<b>List A</b>	<b>List B</b>	<b>List C</b>
	Adoption Certificate Adoption Placement Agreement Birth Certificate with Parent's Name Listed Documentation of Legal Guardianship Documentation of Legal Custody Hospital Birth Record (within 60 Days of Birth) Qualified Medical Child Support Order	Domestic Partner Affidavit (Notarized)  Tax Return(within last 2 years)	Bank or Credit Card Statement with Common Address  Mortgage or Lease Statement with a Common Address  Motor Vehicle Statement with a Common Address  Utility Bill with a Common Address

**Birth Certificate**

Must be issued by a government entity and include the dependent name, date of birth and must validate relationship to Domestic Partner on file.

**Tax Return**

Must be Federal Tax return and list Child of Domestic Partner as tax dependent on the past two tax year returns.

**Hospital Birth Record**

Hospital Birth Record will only be accepted for dependent children who were born within the last 60 days. Document should be issued or verified by doctor or hospital. Children with a birthday beyond the 60 day window must submit one of the other items listed under Required Documentation such as a birth certificate.

<b>Disabled Child</b>  <b>(children over age 23 for dental and vision and children over age 26 for medical)</b>	Please submit one item from List A, and BOTH items from List B.	
	<b>List A</b>	<b>List B</b>
	Birth Certificate with Parent's Name Listed Adoption Certificate Adoption Placement Agreement Documentation of Legal Custody Documentation of Legal Guardianship	Tax Return(within last 2 years)  Insurance Carrier Disability Approval Form (each insurance carrier may provide)

**Tax Return**

The tax return in List B must be the Federal Tax Return and the disabled child must be reflected as a dependent within the last two tax return years.

**Adoption**

Adoption Placement Agreement forms are only acceptable if the child was adopted within the last 12 months; when adding an adopted child post 12 months of adoption, an adoption certificate is required.

Insurance Carrier Disability Approval Form:

Each insurance carrier may require you to go through an approval process for each benefit, which may generate a separate approval letter. An approval letter should be provided for each approved elected benefit.

THE FOLLOWING DOCUMENTATION IS REQUIRED WHEN SUBMITTING A QUALIFIED LIFE EVENT	
<b>Birth/Adoption</b>	Adoption Certificate Adoption Placement Agreement Birth Certificate with Parent's Name Listed Documentation of Legal Custody or Legal Guardianship Hospital Birth Record (within 60 Days of Birth) Certified Copy of Court Order/Decree
<p><b>Hospital Birth Record</b> will be accepted. Document should be issued or verified by <b>doctor</b> or hospital. Hospital birth record should only be accepted if submitting within first 60 days of birth, 61 day onward a birth certificate is required.</p> <p><b>Birth Certificate</b> must be issued by a government entity and include the dependent name, date of birth and must validate the relationship to the team member or the spouse / domestic partner of the team member.</p>	
<b>Marriage</b>	Marriage Certificate
<b>Spouse/Domestic Partner Loses Other Coverage</b>	Letter from Previous Employer w/Coverage End Date Letter from Insurance Verifying Loss of Coverage COBRA Notification w/coverage end date
<b>Child Loses Other Coverage</b>	Letter from Previous Employer w/Coverage End Date Letter from Insurance Verifying Loss of Coverage COBRA Notification w/coverage end date
<b>Add Domestic Partner</b>	Domestic Partner Affidavit (Notarized)
<p><b>Affidavits:</b> Must be completed, signed and notarized</p> <p><b>Where can the form be obtained?</b> Form can be located on RUsBenefits.com Username: RUS; Password: benefits; through the menu bar at the top of RUsBenefits.com, click on Contacts, Tools, &amp; Resources &gt; Other Forms &gt; Affidavit of Domestic Partner</p>	
<b>Day Care Cost Change</b>	Letter / Notice from Daycare Indicating Reason for Change
Note: The letter / notice from the Daycare must state the start or end of the adjusted rates.	
<b>Dependent Loss of Medicaid / CHIP</b>	Letter Verifying Loss of Medicaid Letter Verifying Loss of Child's Health Insurance Program (CHIP)
<b>Dependent Loss of Medicare</b>	Letter Verifying Loss of Medicare
<b>Team Member Loses Other Coverage</b>	Letter from Spouse / Domestic Partner Employer w/Coverage End Date Letter from Insurance Verifying Loss of Coverage COBRA Notification w/Coverage End Date
<b>Spouse or Domestic Partner Annual Enrollment</b>	Proof of Annual Enrollment Period w/Eff. Dates

**RUsBenefits.com** - Toys“R”Us benefits website where you can review complete plan details, compare your options and rates and find out about benefits you may be overlooking.

**“R”Benefits Service Center** – Call 1-844-TRU-BENS, Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time for assistance with benefit-related questions.

**Reasonable and customary (R&C)** – The usual, customary and reasonable fee that is typically charged for a service by a similar provider in your geographic area. In general, R&C applies to services received out-of-network, and the plan will not consider charges in excess of R&C when determining plan benefits.

**Special Enrollment Rights for Group Health Plans** – Circumstances under which the IRS permits you to request a special enrollment in such situations as a loss of eligibility for Medicaid or the state’s Children’s Health Insurance Program (CHIP) or becoming eligible for premium assistance subsidy under Medicaid or CHIP.

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

**Stability Period** – A 12-month period during which a team member’s status as full-time is fixed based on the results from the average hours worked during the Standard Measurement Period or Initial Measurement Period.

**Standard Measurement Period** – A 12-month period used to ascertain whether an ongoing team member is considered full-time and is eligible for health care coverage.

**Team member** – An individual who is considered an employee of the Company for purposes of federal income tax withholding.