

Summary Plan Description



IMPORTANT BENEFITS INFORMATION

AT&T Disability Income Program

This is an updated summary plan description (SPD) for the AT&T Disability Income Program. This SPD replaces your existing SPD dated June 2014 and all of its summaries of material modifications (SMMs).

Please keep this SPD for future reference.

NIN: 78-34908

IMPORTANT INFORMATION

This summary plan description (SPD) along with the AT&T Umbrella Benefit Plan No. 3 (Plan) is the official document for the benefits offered under the AT&T Disability Income Program (Program). It will govern and be the final authority on the terms of the Program. AT&T reserves the right to terminate or amend any and all of its employee benefit plans or programs, at any time for any reason. Participation in this Program is neither a contract nor a guarantee of future employment.

What is this document?

This SPD, together with any summaries of material modifications (SMMs) issued for this Program, constitute your SPD for this Program.

Este documento contiene un resumen, en inglés. Si usted tiene dificultad en entender este documento, entre en contacto por favor con AT&T Integrated Disability Service Center, **866-276-2278**.

What action do I need to take?

You should review this SPD.

How do I use this document?

As you read this SPD, pay special attention to the key points at the beginning of most major sections and shaded boxes that contain helpful examples and important notes. While AT&T has provided these tools to help you better understand the Program, it is important that you read the SPD in its entirety, so that you can understand the Program details. Also, throughout this SPD, there are cross-references to other sections in the SPD. Please consult the Table of Contents to help you locate these cross-referenced sections.

Keep your SPDs and SMMs for your future reference. They are your primary resource for your questions about the Program.

Questions?

If you have questions regarding your Program benefits, contact the Claims Administrator. See the "Contact Information" section for information on how to contact the Claims Administrator.

Si usted tiene alguna dificultad en entender cualquier parte de este documento, entre en contacto por favor con el Claims Administrator en la seccion de "Contact Information".

USING THIS SUMMARY PLAN DESCRIPTION

KEY POINTS

- *This SPD applies to you if you become Partially or Totally Disabled on or after June 26, 2015.*
- *If you were Disabled before June 26, 2015 and continue to be Disabled on and after June 26, 2015, the determination as to whether you are eligible for benefits under the Program, whether you are Disabled, and the amount and duration of your benefits are determined by the plan provisions that were in effect when you became Disabled. For all other purposes (such as the contact information and the claim and appeal process), the provisions of this SPD are applicable to you beginning June 26, 2015.*

This SPD is a legal document that provides comprehensive information about the AT&T Disability Income Program (Program).

This document describes the disability and Vocational Rehabilitation Benefits offered to those employees eligible to receive benefits from the Program and is intended to serve as the SPD as required by the Employee Retirement Income Security Act of 1974 (ERISA).

Use this SPD to find answers to your questions about your Program benefits in effect as of June 26, 2015. This SPD replaces all previously issued SPDs and SMMs and applies to you if you become Partially or Totally Disabled on or after June 26, 2015. If you became Partially or Totally Disabled before June 26, 2015, and continue to be Disabled on and after June 26, 2015, the determination as to whether you are eligible for benefits under the Program, whether you are Disabled, and the amount and duration of your benefits are determined by the plan provisions that were in effect when you became Disabled. For all other purposes (such as the contact information and the claim and appeal process), the provisions of this SPD are applicable to you beginning June 26, 2015.

Section References

Many of the sections of this SPD relate to other sections of the document. You may not obtain all of the information you need by reading only one section. It is important that you review all sections that apply to a specific topic. Also, see the footnotes and notes embedded in the text. They further clarify content, offer additional information or identify exceptions that apply to certain Participants. These notes are important to fully understand Program benefits.

Terms Used in This SPD

Terms that are capitalized are explained in the text of this SPD or defined in the "Definitions" section of the SPD.

CONTENTS

Important Information	2
What is this document?	2
What action do I need to take?	2
How do I use this document?	2
Questions?	2
Using This Summary Plan Description	2
Section References	3
Terms Used in This SPD	3
Benefits at a Glance	6
Eligibility and Participation	8
Eligibility at a Glance	8
Eligible Employee	9
Participating Companies and Applicable Bargaining Agreements	10
Term of Employment	10
Enrollment	11
Enrolling in Supplemental Long-Term Disability Benefits	11
Contributions	11
For Supplemental Long-Term Disability Benefits	11
When Coverage Begins and Ends	12
Coverage Begins	12
Coverage Ends	12
Discontinuance of Benefits Under the Program	13
Your Short-Term Disability Benefits	15
When You Are Considered Disabled	15
Filing for Short-Term Disability Benefits	16
When Short-Term Disability Benefits Begin	17
Amount and Duration of Short-Term Disability Benefits	17
How Your Short-Term Disability Benefits Are Paid	22
When Your Short-Term Disability Benefits End	22
Your Company-Provided Long-Term Disability Benefits	23
When You Are Considered Totally Disabled	23
Filing for Company-Provided Long-Term Disability Benefits	24
When Company-Provided Long-Term Disability Benefits Begin	25
Amount of Company-Provided Long-Term Disability Benefits	25
How Company-Provided Long-Term Disability Benefits Are Paid	27
When Your Company-Provided Long-Term Disability Benefits End	27
Your Supplemental Long-Term Disability Benefits	28
Filing for Supplemental Long-Term Disability Benefits	29
When Supplemental Long-Term Disability Benefits Begin	29
Amount of Supplemental Long-Term Disability Benefits	29
How Supplemental Long-Term Disability Benefits Are Paid	30
When Supplemental Long-Term Disability Benefits End	30
Your Vocational Rehabilitation Benefits	30
Who Qualifies for Vocational Rehabilitation Benefits	30

Amount of Vocational Rehabilitation Benefits.....	31
What Expenses Are Covered.....	31
What Expenses Are Not Covered.....	31
When Your Expenses Must Be Incurred.....	31
When Vocational Rehabilitation Benefits Begin.....	32
How Your Benefits Are Paid.....	32
Duplicate Payments.....	32
Final Unpaid Benefits Under the Program.....	32
Benefits Provided Under Other Plans or Programs.....	32
Additional Information About Filing a Claim for Benefits Under the Program.....	32
How to Appeal a Denial of Benefits.....	34
When You May File an Appeal.....	34
Who Decides Your Appeal.....	34
How to Appeal a Denied Claim.....	34
Importance of Exhausting Administrative Remedies.....	35
Overpayments.....	36
Subrogation/Right of Reimbursement.....	36
ERISA Rights of Participants.....	37
Your ERISA Rights.....	38
Prudent Actions by Plan Fiduciaries.....	38
Enforce Your Rights.....	38
Assistance With Your Questions.....	39
Definitions.....	39
Other Plan Information.....	42
Amendment or Termination of the Program.....	42
Limitations on Rights.....	45
Assignment and Nonalienation.....	45
Facility of Payment.....	45
Contact Information.....	45
Information Changes and Other Common Resources.....	49
Appendix A: Participating Companies and Applicable Bargaining Agreements.....	51

BENEFITS AT A GLANCE

KEY POINTS

- *The Program provides Short-Term Disability Benefits, Company-Provided Long-Term Disability Benefits and Vocational Rehabilitation Benefits to Eligible Employees — which are 100 percent paid for by your employer.*
- *Eligible Employees may also purchase Supplemental Long-Term Disability Benefits from the Program.*
- *See the “Eligibility and Participation” section for more information on eligibility.*

The AT&T Disability Income Program (Program) provides for ongoing income if you become Partially or Totally Disabled due to an Illness or Injury and are unable to work. Your Short-Term and Company-Provided Long-Term Disability Benefits work together to provide for your Disability coverage. See the Benefits at a Glance table.

Short-Term Disability Benefits	
Minimum/Maximum Benefit	60% or 100% of your Pay, based on your Term of Employment and subject to applicable Offsets
Maximum Duration	26 weeks, provided you remain Partially or Totally Disabled
Definition of Disability	You are considered Disabled for purposes of Short-Term Disability Benefits if the Claims Administrator determines, at its sole discretion, that you are Totally Disabled or Partially Disabled. You are considered Totally Disabled when, because of Illness or Injury, you are unable to perform all of the essential functions of your job or another available job assigned by your Participating Company with the same full-time or part-time classification for which you are qualified. You are considered Partially Disabled when, because of Illness or Injury, you are unable to perform all of the essential functions of your job or another available job assigned by your Participating Company within the same full-time or part-time classification for which you are qualified, and for the same number of hours that you were regularly scheduled to work before your Partial Disability. See the "When You Are Considered Disabled" section for more information.
Waiting Period	7 (full and/or partial) consecutive calendar days of absence from work for Illness or Injury
When Payments Begin	8th consecutive calendar day of full or partial absence from work as a result of an approved Partial or Total Disability
When Payments End	Generally, the earlier of the date when you return to work, you cease to be Disabled, you have received the maximum 26 weeks of Short-Term Disability Benefits, or your employment is terminated. See the "When Your Short-Term Disability Benefits End" section for more circumstances under which benefits may end.
Benefit Reduction/Offsets	Your benefits will be offset by other applicable sources of income that are available to you. See the "Offsets" section for more information.
Relapse (Successive Periods of Disability)	For benefit information on claims for Participants who have a subsequent Disability after recovering or returning to work from a prior Disability, see the "Relapses" section.

Short-Term Disability Benefits	
Disability Claim Filing	If not filed within 60 days of the first day absent from work, the Claims Administrator will deny any claim and no benefits will be paid unless the Claims Administrator, at its sole discretion, determines that the circumstances warrant an extension of the 60-day period.
Vocational Rehabilitation Benefits	The Program offers Vocational Rehabilitation Benefits which are mandatory if determined to be appropriate by the Claims Administrator to assist certain recipients of Program benefits with training for new employment. Benefits cannot exceed \$20,000. See the "Your Vocational Rehabilitation Benefits" section for more information.

Company-Provided Long-Term Disability Benefits	
Coverage Amounts	50% of your Pay when combined with certain other sources of income
Maximum Duration	Age 65 (or beyond if Short-Term Disability Benefits begin at or after age 62) provided you remain Disabled. See the "When Your Company-Provided Long-Term Disability Benefits End" section for more information.
Definition of Disability	You are considered Totally Disabled for purposes of Company-Provided Long-Term Disability Benefits when you have an Illness or Injury that prevents you from engaging in any employment for which you are qualified or may reasonably become qualified based on education, training or experience and you are incapable of performing the requirements of a job other than one for which the rate of pay is less than 50% of your Pay (prior to any Offsets) at the time your long-term disability started. See the "When You Are Considered Totally Disabled" section for more information.
When Payments Begin	On the first day immediately following the end of 26 weeks of Short-Term Disability Benefits, when Company-Provided Long-Term Disability Benefits are approved.
When Payments End	Generally, payments end the earlier of the date you return to work with any of the AT&T Group of Companies, cease to be Disabled, or reach age 65 (unless you are age 62 or older when your short-term disability begins). See the "When Your Company-Provided Long-Term Disability Benefits End" section for more circumstances under which benefits may end.
Benefit Reduction/Offsets	Your benefits will be offset by other applicable sources of income that are available to you. See the "Offsets" subsection of the "Amount of Company-Provided Long-Term Disability Benefits" section for more information.
Disability Claim Filing	Within 90 days after the end of the period for which Short-Term Disability Benefits are payable.
Vocational Rehabilitation Benefits	The Program offers Vocational Rehabilitation Benefits, which are mandatory if determined to be appropriate by the Claims Administrator, to assist certain recipients of Program benefits with training for new employment. Benefits cannot exceed \$20,000. See the "Your Vocational Rehabilitation Benefits" section for more information.

Supplemental Long-Term Disability Benefits	
Coverage Amounts	You may elect Supplemental Long-Term Disability Benefits equal to 10% or 20% of your Pay, which supplements any Company-Provided Long-Term Disability Benefits paid under the Program.

Supplemental Long-Term Disability Benefits	
Enrollment Period	You may enroll for coverage within 31 days of your date of hire or during annual enrollment.
Maximum Duration	You will continue to receive Supplemental Long-Term Disability Benefits under the Program as long as you continue to be approved for Company-Provided Long-Term Disability Benefits. See the "When Your Supplemental Long-Term Disability Benefits End" section for more information.
Definition of Disability	You are considered Totally Disabled for purposes of Long-Term Disability Benefits if you are incapable of performing the requirements of a job other than one for which the rate of pay is less than 50% of your Pay (prior to any Offsets) at the time your Long-Term Disability started. See the "When You Are Considered Totally Disabled" section for more information.
When Payments Begin	On the first day immediately following the end of 26 weeks of Short-Term Disability Benefits, when Company-Provided Long-Term Disability Benefits are approved.
When Payments End	Generally, payments end the earlier of the date you return to work with any of the AT&T Group of Companies, you cease to be Totally Disabled, or your Company-Provided Long-Term Disability Benefits end. See the "When Your Supplemental Long-Term Disability Benefits End" section for more circumstances under which benefits may end.
Benefit Reduction/Offsets	Your Supplemental Long-Term Disability Benefits will not be offset by other sources of income available to you.
Disability Claim Filing	Generally, if you are enrolled in Supplemental Long-Term Disability Benefits, the Claims Administrator will determine whether you are eligible to receive Supplemental Long-Term Disability Benefits when you apply for Company-Provided Long-Term Disability Benefits. See the "Filing for Supplemental Long-Term Disability Benefits" section for more information.

ELIGIBILITY AND PARTICIPATION

KEY POINTS

- *You must be an Eligible Employee (full-time or part-time) of an Employee Group in a Participating Company listed in Appendix A who is classified as a Regular, Term or Temporary Employee to be eligible for the Program.*
- *Bargained Employees under both the AT&T Midwest Contract – CWA District 4 and the AT&T Corp. Core Contract – CWA, hired on or before June 26, 2015, are not eligible for the Program.*
- *Term and Temporary Employees under both the AT&T Midwest Core Contract – CWA District 4 and the AT&T Corp. Core Contract – CWA District 4, hired after June 26, 2015, are not eligible for Long-Term Disability Benefits under the Program*

Eligibility at a Glance

This section includes information to help you determine if you are eligible for this Program. Eligible Employees are eligible for the Program on the first day after completing a six-month Term of Employment.

You must also be either a Management Employee or covered by certain collective bargaining agreements listed in Appendix A to be eligible for the Program.

Eligible Employee

To be considered an Eligible Employee, you must be on the active payroll of a Participating Company and be included in an Employee Group listed in *Appendix A*. You must also be receiving a regular and stated compensation for your services rendered to a Participating Company as a full-time or part-time Regular, Term, or Temporary Employee.

However, even if you are included in an eligible Employee Group described in the previous paragraph, you are not eligible to participate in the Program if you are classified by the Participating Company as a(n):

- Occasional Employee.
- Retiree Provisional Employee.
- Leased Employee.
- Independent contractor.
- Nonresident alien employed outside of the United States, except for Global Managers.

You are also not eligible to participate in the Program if you are eligible for disability coverage (long-term or short-term) under any other disability benefit program sponsored by AT&T.

- **Special Eligibility Rules**

- ***Certain Bargained Employees under the AT&T Midwest Core Contract – CWA District 4***

- *Temp and Term Employees are **not** eligible for Long-Term Disability Benefits under the Program for long-term disabilities that begin on or after June 26, 2015.*

- *If you were hired on or before June 26, 2015, you are not eligible for the Program.*

- ***Certain Bargained Employees under the AT&T Corp. Core Contract – CWA***

- *Temp and Term Employees are **not** eligible for Long-Term Disability Benefits under the Program for long-term disabilities that begin on or after June 26, 2015.*

- *If you were hired on or before June 26, 2015, you are not eligible for the Program.*

- ***Bargained Employees under the Blue Contract (AT&T Mobility Services LLC – IBEW Local 1547)***

- *If you were hired, rehired or transferred before Jan. 1, 2012, you are **not** eligible for the Program.*

- **Special Rule for Demotions**

- *If you are a Bargained Employee who is demoted from a management position or is returning from a temporary promotion, you will be eligible for the Program or another disability benefit plan sponsored by another member of the AT&T Group of Companies that is provided to other Bargained Employees covered by the collective bargaining agreement applicable to you. Your benefits will be governed by the plan in which you are eligible to participate as a Bargained Employee. Refer to the applicable SPD or more information on the disability benefits available to you.*

Eligibility During a Leave of Absence

You also may be considered eligible if you are granted an approved leave in accordance with the Family and Medical Leave Act (FMLA) or if you are on a Leave of Absence, but only if the terms of your Leave of Absence provide for continued eligibility in this Program.

Eligibility While Suspended From Work

You are not eligible for benefits from the Program while you are absent from work because of a disciplinary suspension.

Participating Companies and Applicable Bargaining Agreements

See *Appendix A* for the list of AT&T companies and bargaining units that participate in the Program.

Term of Employment

Term of Employment (also known as net credited service (NCS)) is determined by the AT&T Pension Benefit Plan.

You are **not** eligible for benefits under this Program until the first day after you complete a six-month Term of Employment.

- **Special Rule for Employees of Legacy AT&T Participating Companies as of Nov. 18, 2005**

Term of Employment also includes the following service recognized for employees of legacy AT&T Participating Companies as of Nov. 18, 2005:

- *Service recognized pursuant to the Recognition of Prior Service (RPS) provisions of the AT&T Short-Term Disability Benefit Plan for Management Employees for an employee who had two years of continuous re-employment with a Participating Company on or before Dec. 31, 2006.*
- *Service recognized pursuant to the RPS provisions of the AT&T Sickness and Accident Disability Benefit Plan for Occupational Employees for an employee promoted to a Management Employee position on or after Jan. 1, 2007, who had two years of continuous reemployment with a Participating Company on or before Dec. 31, 2006.*
- *Service earned while employed, or recognized, by Concert (a joint venture between AT&T Corp. and British Telecommunications, PLC) if you (1) were employed by Concert, (2) did not participate in the AT&T Management Pension Plan or AT&T Pension Plan while employed by Concert, and (3) became employed by AT&T Corp. (or one of its subsidiaries) on or about April 1, 2002.*

IMPORTANT: Legacy AT&T means subsidiaries of AT&T Corp. before the merger with SBC Communications Inc. A name change of the subsidiary you work for or retired from does not affect what legacy group of companies it is a part of.

ENROLLMENT

You are automatically enrolled in the Program if you are an Eligible Employee, except for Supplemental Long-Term Disability Benefits.

Enrolling in Supplemental Long-Term Disability Benefits

The Program also offers optional Supplemental Long-Term Disability coverage for Eligible Employees who enroll for the benefit as described in this section.

You may enroll in Supplemental Long-Term Disability coverage within 31 days of your date of hire. However, coverage is not effective until you have six months Term of Employment.

Otherwise, during annual enrollment, you may enroll for the first time or increase your coverage. Coverage becomes effective on Jan. 1 after annual enrollment. Coverage remains in effect for the entire calendar year.

Evidence of Insurability is not required to enroll for Supplemental Long-Term Disability coverage.

As your age and pay change, your coverage and contributions will change on the first day of the following month. Otherwise, you may not increase, decrease, or cancel your coverage except during annual enrollment.

You must enroll in Supplemental Long-Term Disability before you begin receiving Short-Term Disability Benefits. You will not be eligible for Supplemental Long-Term Disability if you receive any of your 26 weeks of Short-Term Disability Benefits before you enroll in Supplemental Long-Term Disability Benefits. You also must be actively at work during annual enrollment and on the effective date of the initial or increased additional coverage or the newly elected or increased coverage will not be effective until you return to work on a regular schedule (not including Partial Disability).

For additional details regarding the enrollment process, contact the Supplemental Long-Term Disability Enrollment Vendor. See the "Contact Information" section for information on how to contact the Supplemental Long-Term Disability Enrollment Vendor.

CONTRIBUTIONS

The Company pays the cost of the Program, except for Supplemental Long-Term Disability Benefits.

For Supplemental Long-Term Disability Benefits

You pay the entire cost of the Supplemental Long-Term Disability Benefits coverage you elect through after-tax payroll deductions. Your cost for coverage is determined by your age, Pay and the amount of additional coverage elected. As your age and Pay change, your contributions will change on the first of the month following the change. You will receive notice of these costs upon your hire and during annual enrollment.

Contributions will be deducted from your paycheck unless you are not receiving a paycheck for any reason (including being on Short-Term Disability or a Leave of Absence). In such a case, you will receive a bill for the cost of coverage directly from the Supplemental Long-Term Disability Benefits Enrollment Vendor. For additional details regarding direct billing, contact the Supplemental Long-Term Disability Benefits Enrollment Vendor. See the *Supplemental Long-Term Disability Benefits Enrollment Vendor* "Contact Information" section for information on how to contact the Supplemental Long-Term Disability Enrollment Vendor.

Additionally, you are not required to pay contributions for Supplemental Long-Term Disability Benefits if you are receiving Company-Provided Long-Term Disability Benefits. Contributions stop at the end of the month in which you begin receiving Company-Provided Long-Term Disability Benefits.

WHEN COVERAGE BEGINS AND ENDS

Coverage Begins

Your coverage under this Program begins on the first day after you fulfill all eligibility requirements, including the requirement that you have completed a six-month Term of Employment. See the “Eligibility and Participation” section for more information.

Coverage under this Program means that you are eligible for Program benefits for an absence from work as a result of a Partial or Total Disability.

Coverage Ends

You are no longer covered under the Program on the date you cease to fulfill any of the eligibility requirements described in this SPD (See the “Eligibility and Participation” section for more information on eligibility). Generally, your coverage under the Program ends on the earliest date when:

- The Program ends.
- You are no longer Disabled under the terms of the Program.
- Your employment is terminated for any reason (including your death or retirement).
- The Program is terminated by the Company for your Employee Group. See *Appendix A* for more information.
- You begin a Leave of Absence unless you continue to be covered as explained in the “Eligibility During a Leave of Absence” section.
- You cease to fulfill any of the eligibility requirements described in this SPD. (See the “Eligibility and Participation” section for more information.)
- The Company may, from time to time, move job positions that are covered by the Program out of the Program (for example, a group of jobs may be transferred to coverage under another disability program). If that happens while you are Disabled and receiving Short-Term Disability Benefits or Company-Provided Long-Term Disability Benefits from the Program (or would be receiving benefits in the absence of Offsets), you will continue to be covered by this Program until you are no longer considered Disabled. Once you are no longer considered Disabled, your eligibility for coverage under the Program will cease.

But, you will continue to be covered by the Program after employment ends if:

- You terminate employment from an Employee Group in a Participating Company and are immediately employed or reemployed as an Eligible Employee by another Employee Group in a Participating Company listed in *Appendix A*. See *Appendix A* for more information.
- You are receiving Long-Term Disability Benefits from this Program.

For Supplemental Long-Term Disability Benefits

You are no longer covered under this Program on the earliest of the date:

- You cease to fulfill any of the eligibility requirements described in this SPD. (See the “Eligibility and Participation” section for more information.)
- You are no longer Disabled under the terms of the Program.
- Your employment position in an eligible Employee Group of a Participating Company ends for any reason other than you are Disabled (as defined for Supplemental Long-Term Disability Benefits).
- The Program for your employment classification is terminated by the Company for your Employee Group.
- The Company discontinues the coverage.
- You fail to make any required Supplemental Long-Term Disability Benefits contributions.
- You cancel Supplemental Long-Term Disability Benefits coverage by notifying the Supplemental Long-Term Disability Benefits Enrollment Vendor.

DISCONTINUANCE OF BENEFITS UNDER THE PROGRAM

Your benefits under the Program will end on the earliest day any of the following events occur:

- You return to work anywhere else or if you are working as part of an approved vocational rehabilitation plan under the Program, and the job pays more than 50 percent of your Pay before your long-term disability started. The sum of the Company-Provided Long-Term Disability Benefits payable and the pay you receive from working cannot exceed 75 percent of your Pay at the time your long-term disability started.
- You no longer meet the requirements for Partial Disability or Total Disability as determined at the sole discretion of the Claims Administrator.
- You receive the maximum 26 weeks of Short-Term Disability Benefits payable unless you are approved for Company-Provided Long-Term Disability Benefits by the Claims Administrator.
- You receive the maximum duration of Company-Provided Long-Term Disability Benefits.
 - See “When Your Company-Provided Long-Term Disability Benefits End” in the “Your Company-Provided Long-Term Disability Benefits” section.
- You do not comply with one or more terms of the Program.
- The Program ends.
- You die.

Although you are otherwise eligible and may have been approved for benefits under the Program, all benefits under the Program will be denied or discontinued on the earliest day that any of the following events occur:

- You are not under the appropriate care and treatment of a Physician during your Partial Disability or Total Disability.
- You do not take proper care of yourself, follow the recommended treatment plan and/or receive proper treatment for your condition.
- You fail to provide Medical Evidence or other information reasonably required by the Claims Administrator for purposes of administering your claim.
- You do not cooperate in a medical examination or interview or fail to make yourself available for an examination as directed by the Claims Administrator.
- During a Short-Term Disability Benefits absence, you travel away from home (outside a 60-mile radius or overnight) without obtaining prior permission from both the Claims Administrator and your Physician. Each request for travel is determined on an individual basis.

IMPORTANT: Travel away from home (outside a 60-mile radius or overnight) during a Short-Term Disability Benefits absence is not permitted without prior permission of the Claims Administrator. Contact the Claims Administrator if you need to recuperate away from home during a Short-Term Disability Benefits absence. No benefits are payable unless the Claims Administrator has approved this request based on medical necessity.

- You decline to return to your own job, or another available job assigned by your Participating Company while receiving Short-Term Disability Benefits when you are medically able to do so as determined at the discretion of the Claims Administrator.
- You are receiving wages from a Participating Company (unless you are receiving Short-Term Disability Benefits for a Partial Disability).
- You fail to file a claim for Short-Term Disability Benefits within 60 days from your first day of absence unless the Claims Administrator, at its sole discretion, determines that the circumstances warrant an extension.
- You fail to file a claim for Long-Term Disability Benefits within 90 days of receiving 26 weeks of Short-Term Disability Benefits unless the Claims Administrator, at its sole discretion, determines that the circumstances warrant an extension.
- A suit for damages or other legal action is brought by you against any member of the AT&T Group of Companies or an employee of AT&T because of your Injury or Illness (except for an action to enforce your ERISA rights).
- You have full-time or part-time employment with another non-AT&T employer (including a self-owned or family-owned business).
- You do not follow your vocational rehabilitation plan, if applicable.

YOUR SHORT-TERM DISABILITY BENEFITS

KEY POINTS

- *Short-Term Disability Benefits under the Program may be available if you are determined by the Claims Administrator to have a Total Disability or Partial Disability. Short-Term Disability Benefits under the Program are payable beginning on the eighth consecutive full and/or partial calendar day of absence as a result of an approved Total or Partial Disability.*
- *The amount of Short-Term Disability Benefits depends on your Pay and your Term of Employment.*
- *Short-Term Disability Benefits are payable for a maximum of 26 weeks while you are Partially or Totally Disabled.*
- *Your Short-Term Disability Benefits will be reduced by certain other income sources known as Offsets.*

When You Are Considered Disabled

You are considered Disabled for purposes of Short-Term Disability Benefits if the Claims Administrator determines that you are Totally Disabled or Partially Disabled.

You are not eligible to receive Short-Term Disability Benefits if your Partial or Total Disability is caused by or contributed to by any Injury or Illness sustained as a result of any of the following:

- Your committing or attempting to commit, a felony or any other crime.
- Your service in the military.
- War, or any act of war, declared or undeclared, or any hazard of war (unless on Company business, including travel, assignment and relocation outside the United States).
- Your active participation in a riot, insurrection, rebellion or civil commotion.
- Your intentionally self-inflicted Injury while sane or insane.

When You Are Considered Totally Disabled

You are considered Totally Disabled when, because of Illness or Injury, you are unable to perform all of the essential functions of your job or another available job assigned by your Participating Company with the same full-time or part-time classification for which you are qualified.

When You Are Considered Partially Disabled

You are considered Partially Disabled when, because of Illness or Injury, you are unable to perform all of the essential functions of your job or another available job assigned by your Participating Company within the same full-time or part-time classification for which you are qualified, for the same number of hours that you were regularly scheduled to work before your Partial Disability. No Short-Term Disability Benefits will be paid if you do not return to work when you are approved as Partially Disabled.

Filing for Short-Term Disability Benefits

In order to be considered for Short-Term Disability Benefits under the Program, you must:

- Be an Eligible Employee. You must meet the eligibility requirements before the eighth full or partial consecutive calendar day of absence from work as a result of a Total or Partial Disability. See the “Eligibility and Participation” section for more information on eligibility.
- Contact your supervisor, or appropriate designated representative, as soon as reasonably practicable to report your absence.
- Contact the Claims Administrator as soon as you know your absence will be greater than seven full or partial consecutive calendar days (but no later than 60 days after your first day absent from work). See the “Contact Information” section for information on how to contact the Claims Administrator. If you are unable to call the Claims Administrator or provide the necessary information to the Claims Administrator, your Physician, supervisor, or any member of your family may make these calls on your behalf.
- Be under the care of a Physician and follow a treatment plan that is reasonably designed (where practicable) to result in your recovery and return to work. The Claims Administrator will require that you periodically furnish satisfactory Medical Evidence of your Partial or Total Disability from your Physician.
- Ensure that your medical providers cooperate with the Claims Administrator to provide all necessary information to the Claims Administrator in a timely manner.
- Provide your Physician or other medical provider with a signed copy of the medical release form provided by the Claims Administrator.
- Report for a medical examination by a Physician designated by the Claims Administrator if the Claims Administrator requires this examination to initially qualify for or continue your Short-Term Disability Benefits. If the Claims Administrator requires this examination, you will not be required to pay for the medical examination.
- Contact the Claims Administrator in advance to obtain permission if you plan to travel away from home (outside a 60-mile radius or overnight) while you are receiving Short-Term Disability Benefits. See the “Discontinuance of Benefits Under the Program” section for more information about traveling while receiving Short-Term Disability Benefits.

IMPORTANT: Travel away from home (outside a 60-mile radius or overnight) while receiving Short-Term Disability Benefits is not permitted without prior permission from the Claims Administrator.

If you have any questions about these policies, or if you are unsure if an activity is appropriate, contact the Claims Administrator.

Only the Claims Administrator (or its delegates) has the discretion to determine whether you have a disability that qualifies you for Short-Term Disability Benefits under the Program.

If you do not file your claim for Short-Term Disability Benefits within 60 days of your first day absent from work, the Claims Administrator will deny your claim and no Short-Term Disability Benefits will be payable unless the Claims Administrator, at its sole discretion, determines that the circumstances warrant an extension of the 60-day period.

See the “Additional Information About Filing a Claim for Benefits Under the Program” section for information about filing a claim.

When Short-Term Disability Benefits Begin

Your Short-Term Disability Benefits begin on the eighth full and/or partial consecutive calendar day that you are away from work as a result of an approved Total Disability and/or Partial Disability (unless your absence begins within two weeks of a previous short-term disability absence -- see the “Relapses” section). A partial absence occurs when you are absent for at least one-half of the scheduled workday.

EXAMPLE: Mary is an Eligible Employee who is first absent from work as a result of an illness or Injury beginning on Dec. 16. If her absence continues until Dec. 23, her Short-Term Disability Benefits would begin on Dec. 23 (eighth calendar day of absence) if approved. If Mary’s first day of absence is Dec. 18, her eighth consecutive calendar day of absence is Dec. 25 — a holiday that Mary is not scheduled to work. If Mary returns to work on Dec. 26, she will not have had a short-term disability under the Program. If she is still absent on Dec. 26 as a result of her approved Disability, she will begin receiving Short-Term Disability Benefits as of Dec. 25.

If the seven-day waiting period is interrupted by a return to work of more than one-half of your scheduled workday, you must complete a new seven-day waiting period before Short-Term Disability Benefits begin.

Amount and Duration of Short-Term Disability Benefits

Your Short-Term Disability Benefits can last up to 26 weeks if you remain Disabled. The amount of your Short-Term Disability Benefits depends upon your Term of Employment and your Pay, both as of the first calendar day your Short-Term Disability Benefits begin, as the chart below shows.

Term of Employment as of the 8th day of absence	Weeks at full Pay (100 Percent of Pay)	Weeks at partial Pay (60 Percent of Pay)
6 months but less than 2 years	0	26
2 but less than 5 years	4	22
5 but less than 15 years	13	13
15 or more years	26	0

If you are Partially Disabled, you will be paid regular compensation for the partial days you work and you will receive Short-Term Disability Benefits for the partial days you do not work, as fully scheduled before your Partial Disability. The time you are Partially Disabled and work a partial schedule will count as full days against your maximum 26 weeks of Short-Term Disability Benefits. No Short-Term Disability Benefits will be paid if you do not return to work when you are approved for Partial Disability. The time you are approved for Partial Disability and work a partial schedule will count as full days against your 26-week of Short-Term Disability Benefits. Under no circumstances will you receive Short-Term Disability Benefits beyond the 26-week maximum of Short-Term Disability Benefits when periods of Total Disability and Partial Disability are combined.

EXAMPLE: If you are approved for Total Disability for six weeks and then you are approved for Partial Disability of four hours a day for two weeks, the six weeks of Total Disability and the two weeks of Partial Disability will be added together to reduce the 26-week maximum of Short-Term Disability Benefits you can receive under the Program.

No Short-Term Disability Benefits are payable when wages or salary (including vacation pay or other payments during temporary absence) is payable by a Participating Company.

Pay

“Pay” means the amount identified to be used for computing disability benefits in your Participating Company’s compensation plan or the collective bargaining agreement applicable to you and in effect as of your first day of short-term disability absence. In the absence of a compensation plan or a collective bargaining agreement applicable to you, Pay means your base pay, including certain differentials if applicable, based on your normally scheduled hours of work as a full-time or part-time employee as determined by the Company’s payroll records and as of your first day of short-term disability absence (not including any payments for overtime). However, if your compensation is ordinarily computed by including sales commissions, in addition to your rate of earnings, your Pay includes your average monthly sales commission (not including compensation for overtime) for the lesser of the following periods:

- The preceding twelve (12) months in the service of the Participating Company that employs you.
- The total preceding continuous period of service with the Participating Company that employs you.

Pay shall not include short-term awards, long-term awards, bonuses, and any other non-periodic payments. No increases or other changes in your Pay will be effective until you return to work on a part-time or full-time basis.

- **Special Rule for Part-Time Employees**

The amount of your Short-Term Disability Benefits will be calculated based upon your part-time Pay based on the number of hours you are scheduled to work per week.

Offsets

Your Short-Term Disability Benefits will be offset (reduced) by any of the following sources of income available to you, including but not limited to:

- **Workers’ Compensation Benefits.** If you are unable to work as a result of a work-related disability, you may be eligible to receive Workers’ Compensation Benefits. Workers’ Compensation Benefits, including permanent disability, will reduce your Short-Term Disability Benefits. The Program will offset your benefit by Workers’ Compensation Benefits only if they are payable for the same Injury, Illness, condition or Partial or Total Disability for which you are receiving Short-Term Disability Benefits from this Program. Your benefits will not be offset by attorney fees or court costs you receive in connection with your Workers’ Compensation claim.
- **Social Security Disability Insurance (SSDI) and/or Social Security Retirement Benefits** under the Social Security Act. Only the Primary Social Security Benefit amount will be taken into account; the Offset will not be recalculated if you later receive an increase, such as cost of living, in your Social Security award amount. If you receive a retroactive lump sum of your

Social Security award that covers any time period in which you received Short-Term Disability Benefits, it will result in an overpayment for which repayment to the Program will be necessary. You must apply for Social Security benefits, and you must exhaust all administrative remedies if you are initially denied. If you do not apply for Social Security benefits, the Claims Administrator will use an estimate of your monthly Social Security benefits for offset purposes. If an estimate is used and your Social Security benefits are denied on final appeal, you will be refunded the amount that was withheld from your monthly Short-Term Disability Benefits. You will be directed by the Claims Administrator to a representative who will assist you in filing for Social Security benefits.

IMPORTANT: You and your Participating Company both pay Social Security taxes to provide benefits at retirement or if you become Disabled. If you qualify, you may receive Social Security Disability Insurance benefits. Social Security benefits are not paid automatically, so you must apply for them in all cases. Social Security uses a different definition of "disability" than the Program. There may be circumstances where you may be considered "disabled" by Social Security but not by the Program.

- State Disability Insurance (SDI) and other benefits of the same general character under any state or federal disability law now in force or under any future law, such as benefits under disability insurance laws of any other state, or the functional equivalent of Workers' Compensation Benefits but excluding benefits for military service or under the Social Security Act. You must pursue any applicable appeals if your claim is denied. The Plan Administrator has the sole discretion to determine what payments under current or future laws are of the same general character as benefits under the Program.

IMPORTANT: If you are unable to work as a result of a disability, you may be eligible for State Disability Insurance (SDI). SDI benefits will reduce your Short-Term Disability Benefits. **You must apply for SDI benefits if they are provided by the state in which you work and you must pursue any applicable appeals if your claim is denied.** If your SDI claim is denied as a result of late filing or if you do not apply, any Short-Term Disability Benefits you receive will be reduced by the estimated amount of SDI benefits you would have received if your claim had been filed in a timely manner. Contact the Claims Administrator or your local state disability agency if you have questions about the SDI application. See the "Contact Information" section for information on how to contact the Claims Administrator or your local state disability agency.

- Veterans' benefits.

This means that if the amount you receive from Offsets is less than the applicable percentage of your Pay, Short-Term Disability Benefits provide additional payments to bring your total disability income up to that level. If your combined income from the Offsets is equal to or greater than the applicable percentage of your Pay, you will not receive payments from the Program. The Program may seek to recover any overpayments that you receive.

EXAMPLE: Suppose you have five years of Term of Employment, and your weekly Pay is \$700. Suppose further that your Total Disability was as a result of an on-the-job injury, and you are receiving Workers' Compensation Benefits of \$490 per week. The Claims Administrator approves you for Short-Term Disability Benefits at 100 percent of \$700 per week. Since you are receiving Workers' Compensation Benefits of \$490 per week, you will receive Short-Term Disability Benefits of \$210 per week to bring your total weekly benefit up to \$700 (equal to 100 percent of Pay).

If your short-term disability is still approved by the Claims Administrator after 13 weeks, you will be eligible to receive Short-Term Disability Benefits at partial Pay. However, if Workers' Compensation Benefits of \$490 per week continue, you will not receive any payments from the Program because the \$490 per week of Workers' Compensation Benefits is more than Short-Term Disability Benefits at partial Pay.

Furthermore, if Short-Term Disability Benefits and Offsets are payable or awarded at different times for the same periods of Partial or Total Disability, Short-Term Disability Benefits will be adjusted to take the Offsets into account.

EXAMPLE: If you receive retroactive Workers' Compensation Benefits four months after you have begun receiving Short-Term Disability Benefits, you will be considered to have been overpaid by the Program for those first four months, and future Short-Term Disability Benefits will be reduced to reflect the future Workers' Compensation Benefits and to recapture the past overpayments. In some cases, the Program may determine that you have received an overpayment for which repayment to the Program will be necessary.

There is no time limit on when Offsets can be applied. The Plan Administrator and Claims Administrator may choose, for administrative reasons, to establish rules that result in deferring application of certain offsets. Failure to apply an Offset as soon as it is available will not constitute a waiver by the Program of offset rights or otherwise prevent their later exercise.

IMPORTANT: No Short-Term Disability Benefit payable under the Program will be reduced by reason of any governmental benefit payable for military service.

Relapses

If you return to work full-time on your regular schedule following a short-term disability and experience a relapse, you may be eligible for Short-Term Disability Benefits for your relapse depending upon the length of your original short-term disability and the length of time you returned to active work not including time while on a Leave of Absence. Note that this section applies whether your relapse is for the same Partial or Total Disability or a different one.

If you return to work after receiving less than the maximum 26 weeks of Short-Term Disability Benefits

If you return to work for 13 weeks or more of continuous active employment following your original short-term disability and are again Partially or Totally Disabled, you are eligible for a new 26 weeks of Short-Term Disability Benefits on the eighth consecutive full and/or partial calendar day of absence.

If you return to work for more than two weeks (14 calendar days) but less than 13 weeks of continuous active employment and are again Partially or Totally Disabled, you are not eligible for a new 26-week maximum benefit. Your Short-Term Disability Benefits will begin again on the eighth consecutive full and/or partial calendar day of absence. Your earlier period of disability absence will be counted with your later period of disability absence, and your maximum benefit will be a total of 26 weeks. Your previous disability absence will be counted in determining whether you are eligible for full Pay, 60 percent Pay or both. If you received the maximum of 26 weeks Short-Term Disability Benefits during your previous disability absence, you may be eligible for Company-Provided Long-Term Disability Benefits. If approved by the Claims Administrator, your Company-Provided Long-Term Disability Benefits would begin on the eighth consecutive calendar day of full or partial absence.

If you return to work for two weeks or less and are again Partially or Totally Disabled, you are not eligible for a new 26-week maximum benefit. Your Short-Term Disability Benefits will begin on the first day of the disability absence period. Your prior period of disability absence will be counted with your later period of disability absence, and your maximum benefit will be a total of 26 weeks. Your previous disability absence will be counted in determining whether you are eligible for 100 percent of Pay, 60 percent of Pay or both.

EXAMPLE: Suppose Don became Totally Disabled and was unable to work for six weeks. He has 4 years of service. He returned to work and within two weeks was again Totally Disabled.

Since Don had 4 years of service, he is eligible for four weeks of full Pay and 22 weeks of 60 percent of Pay. After the seven-day waiting period, Don received four weeks of full Pay and one week of 60 percent of Pay. After his relapse, Don can receive Short-Term Disability Benefits on the first day of this absence. If he remains Totally Disabled, he will be eligible to receive the remaining 21 weeks of 60 percent of Pay.

If you were considered disabled under the terms of another Company disability plan or program, then returned to work and transferred into coverage under this Program, and then become Disabled under the terms of this Program, the determination of whether you have had a relapse will be made under the terms of this Program. The time period for which you received disability benefits under the previous program will be counted in determining how much time you may receive Short-Term Disability Benefits under this Program. For example, if you had received eight weeks of short-term disability benefits under the previous program, transferred into this Program, and then relapsed, you will be treated during the relapse period as if you had already received eight weeks of Short-Term Disability Benefits from this Program.

If you return to work after receiving the maximum 26 weeks of Short-Term Disability Benefits

If you return to work for two weeks or less and received the maximum of 26 weeks Short-Term Disability Benefits during your previous disability absence, you may be eligible for Company-Provided Long-Term Disability Benefits. If approved by the Claims Administrator, your Company-Provided Long-Term Disability Benefits would begin on the first full calendar day of absence.

If you return to work for more than two weeks (14 calendar days) but less than 13 continuous weeks following receipt of 26 weeks of Short-Term Disability Benefits, you will not be eligible for any additional Short-Term Disability Benefits.

However, you may be eligible for Long-Term Disability Benefits. Your Long-Term Disability Benefits would begin on the first calendar day of full or partial absence, if you are approved by the Claims Administrator.

How Your Short-Term Disability Benefits Are Paid

Your Short-Term Disability Benefits will be paid as soon as practicable following a determination that you have a Disability and at the same time as wages or salary are paid by the Participating Company, except that arrears may be paid in a single sum (calculated using the factors described in the "Pay" section). The Plan Administrator may, at its discretion, direct that Short-Term Disability Benefits be paid monthly. Additionally, under current law, Short-Term Disability Benefits are considered federal taxable income.

When Your Short-Term Disability Benefits End

Your Short-Term Disability Benefits end on the earliest day any of the following events occur:

- You are no longer Disabled under the terms of the Program.
- You return to work with the AT&T Group of Companies. (Exception: If your return to work is as a result of the Claims Administrator determining, at its sole discretion, that you are eligible for Partial Disability benefits.)
- Your employment with the AT&T Group of Companies ends for any reason.
- You take a Leave of Absence, unless otherwise indicated by the applicable Leave of Absence.

Your Short-Term Disability Benefits may also be discontinued for the reasons listed in the "Discontinuance of Benefits Under the Program" section.

Impact on Your Employment Status

If you reach the end of your 26 weeks of Short-Term Disability Benefits and do not return to work, your employment status will be determined under your Participating Company's policies which, at this time, generally provide that your employment will be terminated unless you are approved for a Leave of Absence. The termination, as administered under your Participating Company's policies, will generally occur even if you are approved for Company-Provided Long-Term Disability Benefits. Contact your supervisor if you have any questions about your employment status. Refer to the Leave of Absence policy that applies to your Employee Group for more information on any Leave of Absence you may be eligible to receive.

Following 26 weeks of Short-Term Disability Benefits, reinstatement within one year to an available Company job that you are qualified to perform will be provided if Medical Evidence is submitted to the Claims Administrator to substantiate that you are able to return to work. See the "Contact Information" section for information on how to contact the Claims Administrator. This one-year period during which you may be reinstated includes any period of Leave of Absence.

YOUR COMPANY-PROVIDED LONG-TERM DISABILITY BENEFITS

KEY POINTS

- *If you are approved to receive Company-Provided Long-Term Disability Benefits, your benefits will begin on the first day immediately following your 26 weeks of Short-Term Disability Benefits.*
- *The Program pays Company-Provided Long-Term Disability Benefits that equal 50 percent of your Pay, reduced by applicable Offsets.*
- *Company-Provided Long-Term Disability Benefits will continue for most Eligible Employees until age 65 if you remain Totally Disabled for purposes of Company-Provided Long-Term Disability Benefits.*
- *If you are receiving Company-Provided Long-Term Disability Benefits, your employment with the AT&T Group of Companies will end unless you are approved for a Leave of Absence.*

This Program provides Company-Provided Long-Term Disability Benefits to Eligible Employees who are Totally Disabled on the first day immediately following 26 weeks of Short-Term Disability Benefits.

When You Are Considered Totally Disabled

You are considered Totally Disabled for purposes of Company-Provided Long-Term Disability Benefits under this Program when you have an Illness or Injury that prevents you from engaging in any employment for which you are qualified or may reasonably become qualified based on education, training or experience. You will be considered Totally Disabled for a long-term disability if you are incapable of performing the requirements of a job other than one for which the rate of pay is less than 50 percent of your Pay (prior to any Offsets) at the time your long-term disability started.

However, you are allowed to work and still receive Company-Provided Long-Term Disability Benefits if the job pays less than 50 percent of your Pay before your Total Disability started. The Company-Provided Long-Term Disability Benefits payable when added to the pay you receive from working cannot exceed 75 percent of your Pay at the time your long-term disability started.

You will be considered Totally Disabled during the period in which you are attempting to qualify for an occupation or employment by actively pursuing a vocational rehabilitation plan. See the "Your Vocational Rehabilitation Benefits" section for a description of Vocational Rehabilitation Benefits.

You are **not** eligible to receive Company-Provided Long-Term Disability Benefits if your Total Disability is caused by or contributed to by any Injury or Illness sustained as a result of any of the following:

- Your committing or attempting to commit a felony or any other crime.
- Your intentionally self-inflicting an Injury (whether or not you are sane or insane when inflicted).

- Military service or war, declared or undeclared, or any act or hazard of war (unless on Company business, including travel, assignment and relocation outside of the United States).
- Your active participation in a riot, insurrection, rebellion or civil commotion.

Filing for Company-Provided Long-Term Disability Benefits

As a general rule, shortly before you reach the end of the 26-week period during which you received Short-Term Disability Benefits under the Program, the Claims Administrator will send you the appropriate forms to apply for Company-Provided Long-Term Disability Benefits, as well as information on filing for Social Security Disability Insurance benefits. If you are within a few days of the end of the 26-week Short-Term Disability Benefits period and you have not received the forms to apply for Company-Provided Long-Term Disability Benefits, contact the Claims Administrator. See the "Contact Information" section for information on how to contact the Claims Administrator.

In order to be considered for Company-Provided Long-Term Disability Benefits, you must:

- Be an Eligible Employee. See the "Eligibility and Participation" section for more information on eligibility.
- Have received the maximum amount (26 weeks) of Short-Term Disability Benefits under the Program.
- Ensure that your medical providers cooperate with the Claims Administrator to provide all necessary information described in this section.
- Provide your Physician or other medical provider a signed copy of the medical release form provided by the Claims Administrator.
- File an application for Company-Provided Long-Term Disability Benefits with the Claims Administrator no later than 90 days after the end of the 26-week period for which Short-Term Disability Benefits are payable (not 90 days from the date you receive your last short-term disability payment). See the "Contact Information" section for the mailing address of the Claims Administrator.
- Be under the care of a Physician and follow his or her recommended treatment. The Claims Administrator will require that you periodically furnish satisfactory Medical Evidence of your Total Disability from your Physician.
- Report for a medical examination by a Physician designated by the Claims Administrator if the Claims Administrator requires this examination to initially qualify for or continue your Company-Provided Long-Term Disability Benefits. In this event, you will not be required to pay for the medical examination.
- Only the Claims Administrator has the discretion to determine whether you have a Disability that qualifies you for Company-Provided Long-Term Disability Benefits under the Program. If you do not file your claim for Company-Provided Long-Term Disability Benefits within 90 days after the end of the 26-week period for which Short-Term Disability Benefits are payable, the Claims Administrator will deny your claim and no Company-Provided Long-Term Disability Benefits will be payable unless the Claims Administrator, at its sole discretion, determines circumstances warrant an extension of the 90-day period. See the "Additional Information About Filing a Claim for Benefits Under the Program" section for information about filing a claim.

When Company-Provided Long-Term Disability Benefits Begin

Your Company-Provided Long-Term Disability Benefits begin on the first day immediately following the end of the 26-week period during which you received Short-Term Disability Benefits from this Program, provided that at the end of the 26-week period you are considered Totally Disabled.

Impact on Your Employment Status

Even if you are approved for Company-Provided Long-Term Disability Benefits, your employment ends when you have reached your maximum Short-Term Disability Benefits unless you are approved for a Leave of Absence. Refer to the Leave of Absence policy that applies to your Participating Employee Group for more information on any Leave of Absence you may be eligible to receive.

Amount of Company-Provided Long-Term Disability Benefits

The Program pays Company-Provided Long-Term Disability Benefits that equal 50 percent of your Pay, offset (reduced) by other sources of income listed in the "Offsets" section below.

Pay

Pay is the amount identified for computing disability benefits in your Participating Company's compensation plan or the collective bargaining agreement applicable to you and in effect, as of the day immediately before the start of your Company-Provided Long-Term Disability Benefits. In the absence of a compensation plan or collective bargaining agreement applicable to you, Pay is your base pay, including differentials if applicable, based on your normally scheduled hours of work as a full-time or part-time employee as determined by the Company's payroll records and that you are entitled to receive as payment from your employing Participating Company for your services determined as if you were actively at work on the day immediately before the start of Long-Term Disability Benefits (not including any payments for overtime). However, if your compensation is ordinarily computed by including sales commissions, in addition to your rate of earnings, your Pay includes your average monthly sales commission (not including compensation for overtime) for the lesser of the following periods:

- The preceding twelve (12) months in the service of the Participating Company that employs you.
- The total preceding continuous period of service with your employing Participating Company.

Pay shall not include short-term awards, long-term awards, bonuses, and any other non-periodic payments.

- **Special Rule for Part-Time Employees**

The amount of your Company-Provided Long-Term Disability Benefits is calculated based upon your part-time Pay based on the number of hours you are scheduled to work per week.

Offsets

Your Company-Provided Long-Term Disability Benefits will be offset (reduced) by any of the following sources of income available to you, including but not limited to:

- **Workers' Compensation Benefits.** If you are unable to work as a result of a work-related disability, you may be eligible to receive Workers' Compensation Benefits. Workers' Compensation Benefits, including permanent disability, will reduce your Company-Provided Long-Term Disability Benefits. The Program will offset your benefit by Workers'

Compensation Benefits only if they are payable for the same Injury, Illness, condition or Total Disability for which you are receiving Company-Provided Long-Term Disability Benefits from this Program. Your benefits from the Program will not be offset by attorney fees or court costs you receive in connection with your Workers' Compensation claim.

- Social Security Disability Insurance (SSDI) and/or Social Security Retirement Benefits under the Social Security Act. Only the Primary Social Security Benefit will be taken into account. The Offset will not be recalculated if you later receive an increase, such as cost of living, in your Social Security award amount. If you receive a retroactive lump sum of your Social Security award that covers any time period in which you received Short-Term or Company-Provided Long-Term Disability Benefits, it will result in an overpayment for which repayment to the Program will be necessary. You must apply for Social Security benefits, and you must exhaust all administrative remedies if you are initially denied. If you do not apply for Social Security benefits, the Claims Administrator will use an estimate of your monthly Social Security benefits for offset purposes. If an estimate is used and your Social Security benefits are denied on final appeal, you will be refunded the amount that was withheld from your monthly Company-Provided Long-Term Disability Benefits. You will be directed by the Claims Administrator to a representative who will assist you in filing for Social Security benefits.

IMPORTANT: You and your Participating Company both pay Social Security taxes to provide benefits at retirement or if you become Disabled. If you qualify, you may receive Social Security Disability Insurance benefits. Social Security Disability Insurance benefits are not paid automatically, so you must apply for them in all cases. Social Security uses a different definition of "disability" than the Program. There may be circumstances where you may be considered "disabled" by Social Security but not by the Program.

- Pension in pay status from any pension plan sponsored by the AT&T Group of Companies (including both qualified and non-qualified payments for disability, service, or vested pension). Your Program benefits will be reduced in the amount equal to the amount payable to you as a monthly single life annuity, whether or not you actually elect this form of payment. For example, if you elect a lump sum cash-out to be paid to you in cash or roll it over into a traditional individual retirement account (IRA) or an Eligible Retirement Plan (as defined by the Internal Revenue Code), the equivalent monthly single life annuity amount will be calculated and your Company-Provided Long-Term Disability Benefits will be reduced by that amount each month. Once the amount of your pension benefit is determined and paid, any increase in your pension benefit due to a pension plan amendment will not decrease the amount of your Company-Provided Long-Term Disability Benefits.
- State Disability Insurance (SDI) and other benefits of the same general character under any state or federal disability law, such as benefits under disability insurance laws of any other state, or the functional equivalent of Workers' Compensation Benefits. You must pursue any applicable appeals if your claim is denied. The Plan Administrator has the sole discretion to determine what payments under current or future laws are of the same general character as benefits under the Program.

IMPORTANT: If you are unable to work as a result of a disability, you may be eligible for State Disability Insurance (SDI). You must apply for SDI benefits if they are provided by the state in which you work and pursue any applicable appeals if your claim is denied. If your SDI claim is denied as a result of late filing or if you do not apply, any Company-Provided Long-Term Disability Benefits you receive from the Program will be reduced by the estimated amount of SDI benefits you would have received if your claim had been filed in a timely manner. Contact the Claims Administrator or your local state disability agency if you have questions about the SDI application. See the "Contact information" section for information on how to contact the Claims Administrator or your local state disability agency.

This means that if the amount you receive from Offsets is less than 50 percent of your Pay, Company-Provided Long-Term Disability Benefits provide additional payments to bring your total disability income up to that level. If your combined income from Offsets is equal to or greater than 50 percent of your Pay, you will not receive payments from the Program. The Program may seek to recover any overpayments that you receive.

If Company-Provided Long-Term Disability Benefits and Offsets are payable or awarded at different times or for different periods of Total Disability, the Company-Provided Long-Term Disability Benefits will be adjusted to take the Offsets into account.

EXAMPLE: If you receive Workers' Compensation Benefits or a settlement of those benefits while, or after, you have been receiving Company-Provided Long-Term Disability Benefits from this Program, your future Company-Provided Long-Term Disability Benefits will be reduced to reflect the amount of the payment. In some cases, the Claims Administrator may determine that you have received an overpayment for which repayment to the Program will be necessary.

There is no time limit on when Offsets can be applied. The Plan Administrator and Claims Administrator may choose, for administrative reasons, to establish rules that result in deferring application of certain Offsets. Failure to apply an Offset as soon as it is available will not constitute a waiver by the Program of offset rights or otherwise prevent their later exercise.

IMPORTANT: No Long-Term Disability Benefits payable under the Program will be reduced by reason of any governmental benefit payable for military service.

How Company-Provided Long-Term Disability Benefits Are Paid

Any Company-Provided Long-Term Disability Benefits you receive are payable monthly. If payment has not been approved by the Claims Administrator in time to do so or if payment is approved following a review of a denied claim for Company-Provided Long-Term Disability Benefits, Company-Provided Long-Term Disability Benefits will be paid to you as soon as practicable on a monthly basis following approval of the Company-Provided Long-Term Disability Benefits, and any amounts in arrears may be paid in a single sum. Additionally, under current law, the Company-Provided Long-Term Disability Benefits are considered federal taxable income.

When Your Company-Provided Long-Term Disability Benefits End

Your Company-Provided Long-Term Disability Benefits end when the first of the following events occur:

- You return to work with any of the AT&T Group of Companies.
- You are no longer Disabled under the terms of the Program.
- If you have not reached age 62 on the date your Short-Term Disability Benefits under this Program begin, your Company-Provided Long-Term Disability Benefits end on the date you reach age 65. If you have reached age 62 on the date your Short-Term Disability Benefits under this Program begin, your Long-Term Disability Benefits end when the combined period for which you receive Short-Term and Long-Term Disability Benefits from this Program equals four years.
- Your Company-Provided Long-Term Disability Benefits may also be discontinued for the reasons listed in “Discontinuance of Benefits Under the Program” section.

YOUR SUPPLEMENTAL LONG-TERM DISABILITY BENEFITS

KEY POINTS

- *You may elect Supplemental Long-Term Disability Benefits equal to 10 percent or 20 percent of your Pay.*
- *You may enroll for coverage within 31 days of your date of hire, or during annual enrollment.*
- *You must pay contributions for Supplemental Long-Term Disability Benefits on an after-tax basis. Your cost for coverage is determined by your age, Pay and the amount of additional coverage you elect. You will receive notice of these costs upon your hire and during annual enrollment.*
- *Coverage may not be increased, decreased or canceled at any time during the year except during annual enrollment.*
- *You will continue to receive Supplemental Long-Term Disability Benefits under the Program, as long as you continue to be approved for Company-Provided Long-Term Disability Benefits.*

Supplemental Long-Term Disability Benefits offer additional coverage to replace lost income when a disabling illness or injury prevents you from working after you receive the maximum 26 weeks of Short-Term Disability Benefits under the Program. You may elect this additional benefit, which supplements any Company-Provided Long-Term Disability Benefits paid under the Program. See the “Eligibility and Participation” section for more information on eligibility.

You will receive Supplemental Long-Term Disability Benefits under the Program, as long as you are approved for Company-Provided Long-Term Disability Benefits, even if you are not receiving Company-Provided Long-Term Disability Benefits because of Offsets or because your income from other sources exceeds 50 percent of your Pay.

If you are not eligible for Company-Provided Long-Term Disability Benefits because your disability does not meet the Program’s definition of Total Disability, you will not be eligible to receive Supplemental Long-Term Disability Benefits.

Filing for Supplemental Long-Term Disability Benefits

Generally, if you are enrolled in Supplemental Long-Term Disability Benefits, the Claims Administrator will determine whether you are eligible to receive Supplemental Long-Term Disability Benefits when you apply for Company-Provided Long-Term Disability Benefits. If, for whatever reason, you are approved for Company-Provided Long-Term Disability Benefits but do not receive Supplemental Long-Term Disability Benefits, contact the Claims Administrator for more information. See the "Contact Information" section for information on how to contact the Claims Administrator.

Eligibility for payment of Supplemental Long-Term Disability Benefits is determined based on the Claims Administrator's determination of whether you are approved to receive Company-Provided Long-Term Disability Benefits.

When Supplemental Long-Term Disability Benefits Begin

If you are approved for Company-Provided Long-Term Disability Benefits, Supplemental Long-Term Disability Benefits begin on the first calendar day immediately following the maximum 26 weeks of Short-Term Disability Benefits.

Amount of Supplemental Long-Term Disability Benefits

You may elect Supplemental Long-Term Disability Benefits equal to 10 percent or 20 percent of your Pay. As your age and Pay change, your coverage will change on the first of the month following the change. Otherwise, coverage may not be increased, decreased or canceled at any time during the year except during annual enrollment.

Pay

Pay is the amount identified for computing disability benefits in your Participating Company's compensation plan or collective bargaining agreement applicable to you, in effect as of the day immediately before to the start of your Company-Provided Long-Term Disability Benefits. In absence of a compensation plan or collective bargaining agreement applicable to you, Pay is your base pay, including differentials if applicable, based on your normally scheduled hours of work as a full-time or part-time employee as determined by the Company's payroll records determined as if you were actively at work on the day immediately before the start of Company-Provided Long-Term Disability Benefits (not including any payments for overtime), as determined by the Participating Company that employs you. However, if your compensation is ordinarily computed by including sales commissions, your Pay will include your average monthly sales commission in addition to your rate of earnings (not including compensation for overtime) for the lesser of the following periods:

- The preceding twelve (12) months in the service of the Participating Company that employs you.
- The total preceding continuous period of service of the Participating Company that employs you.

Pay shall not include short-term awards, bonuses, and any other non-periodic payments.

- **Special Rule for Part-Time Employees**

The amount of your Supplemental Long-Term Disability Benefits will be calculated based upon your part-time Pay based on the number of hours you are scheduled to work per week.

Offsets

Your Supplemental Long-Term Disability Benefits will **not** be offset (reduced) by other sources of income available to you.

How Supplemental Long-Term Disability Benefits Are Paid

Any Supplemental Long-Term Disability Benefits you receive are payable monthly. If payment has not been approved by the Claims Administrator in time, or if payment is approved following a review of a denied claim for Company-Provided Long-Term Disability Benefits, Supplemental Long-Term Disability Benefits will be paid to you as soon as practical, on a monthly basis, following approval of the Company-Provided Long-Term Disability Benefits. Amounts in arrears may be paid in a single sum. Additionally, under current law, Supplemental Long-Term Disability Benefits are **not** considered federal taxable income.

When Supplemental Long-Term Disability Benefits End

Your Supplemental Long-Term Disability Benefits under the Program will continue for as long as you remain Totally Disabled and you are approved to receive Company-Provided Long-Term Disability Benefits. Your Supplemental Long-Term Disability Benefits end when your Company-Provided Long-Term Disability Benefits end. See the “When Your Company-Provided Long-Term Disability Benefits End” section for more information.

YOUR VOCATIONAL REHABILITATION BENEFITS

KEY POINTS

- *Vocational Rehabilitation Benefits train you for new employment if you become Partially or Totally Disabled.*
- *The total Vocational Rehabilitation Benefits cannot exceed \$20,000.*

The Program offers Vocational Rehabilitation Benefits to assist certain recipients of Program benefits with training for new employment.

IMPORTANT: Vocational rehabilitation is mandatory if the Claims Administrator determines that it is appropriate. If you do not follow your vocational rehabilitation plan, all of your Program benefits may be discontinued (see “Discontinuance of Benefits Under the Program” section).

Who Qualifies for Vocational Rehabilitation Benefits

To receive Vocational Rehabilitation Benefits from this Program, you must both:

- Be currently receiving Short-Term or Long-Term Disability Benefits from this Program.
- Have a vocational rehabilitation plan that is approved by the Claims Administrator.

There are two ways that you can obtain a vocational rehabilitation plan. The Claims Administrator might select you for Vocational Rehabilitation Benefits. If this occurs, you will be notified in writing of your selection. If you are not selected, you may apply to the Claims Administrator for Vocational Rehabilitation Benefits using the appeal procedures of this Program. See the “How to Appeal a Denied Claim” section for more information. The Claims Administrator, at its sole discretion, will determine whether Vocational Rehabilitation Benefits are appropriate.

The Claims Administrator or a vocational rehabilitation agency or counselor will develop a vocational rehabilitation plan for you. This training is tailored to your abilities, skills and interests.

The Claims Administrator will approve a vocational rehabilitation plan only if, at its discretion, it determines that it would be cost effective for the Program to extend such benefits to you, or if the Claims Administrator requires you to submit to a vocational evaluation.

You will be required to comply with the vocational rehabilitation plan that is prepared for you as a condition of receiving your Short-Term or Long-Term Disability Benefits from this Program.

You will not be eligible for more than one vocational rehabilitation plan.

Amount of Vocational Rehabilitation Benefits

This Program reimburses you for Covered Expenses incurred pursuant to a vocational rehabilitation plan in an amount up to \$20,000, during the timeframe specified in the "When Your Expenses Must Be Incurred" section.

What Expenses Are Covered

Covered Expenses in general are those expenses required for completion of a vocational rehabilitation plan. The following expenses are covered:

- Vocational rehabilitation evaluation, counseling and job placement services.
- On-the-job training expenses.
- Licenses or certificates for the vocational goal.
- Training facility tuition.
- Books and educational supplies.
- Tools and equipment customarily required as a condition of employment or necessary to complete training.
- Certain transportation and relocation expenses.
- Reasonable child care costs when required for participation in a vocational rehabilitation plan.
- Clothing required by the vocational rehabilitation plan or by type of work activities.

What Expenses Are Not Covered

The following expenses are **not** covered:

- Capital investment for a rehabilitation plan involving self-employment.
- Capital tool and equipment expenses.
- Normal commuting expenses to an employment location.
- Expenses not required for completion of a vocational rehabilitation plan.

When Your Expenses Must Be Incurred

Your expenses must be incurred on or after the date that you first become entitled to Vocational Rehabilitation Benefits and within 24 months following the date on which your vocational

rehabilitation plan is approved and accepted. An expense is considered incurred on the date that you receive the vocational rehabilitation service, not on the date you are billed or the date on which you pay your bill.

When Vocational Rehabilitation Benefits Begin

You will be notified if you have been selected for Vocational Rehabilitation Benefits.

How Your Benefits Are Paid

The notification will describe the procedure under which you may submit claims for reimbursement for expenses incurred during a vocational rehabilitation plan.

Duplicate Payments

You may not receive duplicate payments from this Program and any vocational rehabilitation obligation under applicable workers' compensation laws.

If you become eligible for vocational rehabilitation benefits pursuant to applicable workers' compensation laws, you will receive those benefits but no Vocational Rehabilitation Benefits will be payable to you from this Program.

If you begin receiving Vocational Rehabilitation Benefits from this Program and later claim a vocational rehabilitation benefit under applicable workers' compensation laws, your Vocational Rehabilitation Benefits from this Program will be considered an advance of your statutory benefit and shall be offset against any payment or award made to you under applicable workers' compensation laws.

FINAL UNPAID BENEFITS UNDER THE PROGRAM

If you die, benefits under the Program will be paid through the date of your death to your designated beneficiary. If you have not designated a beneficiary, benefits under the Program will be paid in accordance with the AT&T Beneficiary Designation Rules. For a copy of this Beneficiary Designation Form, call the Fidelity Service Center, or access the form at www.netbenefits.fidelity.com.

BENEFITS PROVIDED UNDER OTHER PLANS OR PROGRAMS

For eligibility regarding other health and life insurance benefits that you may be eligible for while receiving benefits under the Program, refer to the SPD that governs eligibility for the applicable benefit plan.

ADDITIONAL INFORMATION ABOUT FILING A CLAIM FOR BENEFITS UNDER THE PROGRAM

KEY POINT

- *Generally, you will receive a written notice within 45 days from the Claims Administrator whether your claim for benefits is approved or denied.*

When you make a claim for benefits under the Program, the Program's Claims Administrator will notify you of the decision regarding your claim within 45 days of the date your claim is received by the Claims Administrator. The Claims Administrator may extend this 45-day period for up to

30 days (plus an additional 30 days if needed) if it determines that special circumstances outside of the Program's control require more time to determine your claim.

You will be notified within the initial 45-day period (and within the first 30-day extension period if an additional 30 days are needed) whether additional time is needed and what special circumstances require the extra time. If extensions are required because the Claims Administrator needs additional information from you, you will have 45 days from the Claims Administrator's notification to provide that information. Once you have provided the information, the Claims Administrator will decide your claim within the time remaining within either the initial or the extended review period. If you do not receive a written response within the time limits described in this paragraph, your claim will be deemed denied and you will have the right to file an appeal.

If your claim for benefits is denied in whole or in part, the Claims Administrator will provide you with a written or electronic notification of the denial that will include:

- Specific reasons for the denial.
- Specific reference(s) to the Program provisions, or applicable law upon which the denial is based, where applicable.
- If applicable, a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in making the determination and that a copy of the rule, guideline, protocol or criterion will be provided free of charge upon request.
- An explanation of the scientific or clinical judgment for the determination and how the terms of the Program were applied to your medical circumstances if the determination is based on medical necessity, experimental treatment or a similar exclusion or limit and that a copy of this explanation will be provided free of charge upon request.
- If applicable, a description of any additional information needed to make your claim acceptable and the reason the information is needed.
- A description of the Program's appeal procedures.
- A statement concerning your right to file a civil action under ERISA after the required review and all appeals have been completed.

IMPORTANT: As a requirement for receiving benefits from the Program, you must authorize AT&T or any Participating Company or any provider of documentation of a claim to furnish the Claims Administrator with any and all information and records relating to your claim. Such authorization will be treated as a waiver of all provisions of law forbidding such disclosure.

HOW TO APPEAL A DENIAL OF BENEFITS

KEY POINTS

- *You have 180 days after receipt of the denial notice to submit a written request to appeal the decision.*
- *Generally, you will receive a final determination regarding your appeal within 45 days of receipt of your appeal by the Claims Administrator.*
- *You may not file a lawsuit against the Plan until the appeal process has been exhausted.*

When You May File an Appeal

If your claim is denied in whole or in part (or you have **not** received a decision or a notice of extension within the applicable period) and you disagree with the decision, you may appeal the decision by filing a written request for review. You or your authorized representative must make the request for review within 180 days of receipt of the denial notice (or within 180 days after the review period has expired).

Who Decides Your Appeal

The Plan Administrator has delegated discretion and authority to decide appeals to the Claims Administrator. See the "Contact Information" section for information on how to contact the Claims Administrator. The Claims Administrator will have full and exclusive authority and discretion to grant and deny appeals under the Program. The decision of the Claims Administrator regarding any appeal will be final and conclusive.

How to Appeal a Denied Claim

If you or your authorized representative sends a written request for review of a denied claim, you or your representative has the right to:

- Send a written statement of the issues and any other comments along with any new or additional evidence or materials in support of your appeal. See the "Contact Information" section for the mailing address of the Claims Administrator.
- Upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits.
- Request and receive, free of charge, documents that bear on your claim, such as any internal rule, guideline, protocol or other similar criterion relied on in denying your claim.

In your appeal, you should state as clearly and specifically as possible any facts and/or reasons why you believe the Claims Administrator's action is incorrect. You should also include any new or additional evidence or materials in support of your appeal that you wish the Claims Administrator to consider. Such evidence or material must be submitted along with your written statement at the time you file your appeal.

One or more qualified individual(s) who was not involved in the decision to deny your initial claim will be appointed to decide the appeal. This individual will decide the appeal based upon the evidence that was considered by the Claims Administrator; the issues, records and comments submitted by you; and such other evidence as the individual may independently discover.

If your claim was denied based upon medical judgment, the review will be done in consultation with a health care professional with appropriate expertise in the field and who was not involved in the initial determination. The Claims Administrator may consult with, or seek the participation of, medical experts as part of the appeal resolution process. When you file your appeal, you consent to this referral and the sharing of pertinent information.

Your appeal may be decided entirely on the basis of evidence submitted in writing. You are not entitled to a hearing, nor do you have the right to present oral testimony or cross-examine authors of written evidence submitted. You will be provided with the identity of any medical or vocational experts whose advice the Program obtained in connection with denial of your appeal, without regard to whether the advice was relied upon in making the benefit determination.

Unless you are notified in writing that more time is needed, a review and decision on your appeal must be made within 45 days after your appeal is received. If special circumstances require more time to consider your appeal, the Claims Administrator may take an additional 45 days to reach a decision, but you must be notified in writing that there will be a delay.

If your appeal is denied in whole or in part, the Claims Administrator will provide you with written or electronic notification that will contain:

- Specific reasons for the denial.
- Specific references to the Program provisions on which the denial is based.
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim.
- If applicable, a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in making the determination and that a copy of the rule, guideline, protocol or criterion will be provided free of charge upon request.
- An explanation of the scientific or clinical judgment for the determination and how the terms of the Program were applied to your medical circumstances if the determination is based on medical necessity, experimental treatment or a similar exclusion or limit and that a copy of the explanation will be provided free of charge upon request.
- A statement of your right to file a civil action under ERISA after you have exhausted all opportunities to appeal under the Program.
- The following statement:

“You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.”

Importance of Exhausting Administrative Remedies

If your appeal is denied, it is final and not subject to further review unless a court of competent jurisdiction determines that the Claims Administrator has abused its discretion in denying the claim.

If you wish to bring a legal action concerning your right to participate in the Program or your right to receive benefits under the Program, you must first go through the claim and appeal process described in this section. A legal action may not be filed until you have completed the claim and appeal process. Legal action involving the Program should be filed against the Plan.

You must file any legal action based on a denial of eligibility and/or benefits under the Program no later than five years after the date that the Claims Administrator, to whom authority has been assigned, denies your claim.

OVERPAYMENTS

The Program has the right to collect (at any time) any overpayment you receive by withholding your benefit payments from this Program, by deducting it from future wages, or by any other means, including bringing a civil action in court. Any overpayment by the Program may be recovered by withholding any benefit payable by the Program (for example, an overpayment while you are receiving Short-Term Disability Benefits may result in a reduction in your Vocational Rehabilitation Benefits or Company-Provided or Supplemental Long-Term Disability Benefits from the Program). If you, your attorney or other representative receives any funds that qualify as Offsets, you agree to place the funds in a separate, identifiable account. You also agree that the Program has an equitable lien on the funds, and/or you agree to serve as a constructive trustee over the funds to the extent that the Program has paid expenses related to that Illness or Injury. This means that you will be deemed to be in control of the funds.

SUBROGATION/RIGHT OF REIMBURSEMENT

The Program does not assume responsibility for payment of benefits otherwise payable to the extent that such benefits are paid or payable by any third party. This will not apply to benefits payable under any individual insurance policy issued to and in the name of the person for whom the payment is made.

The Program pays benefits on the condition and with the agreement and understanding that you will reimburse the Program for any amounts you receive from a third party through a settlement or judgment against the third party for acts or omissions of the third party without regard to any make-whole requirement. Any payments you receive from the third party will be treated as an overpayment of benefits from the Program. To be covered under the Program, you must agree to cooperate to the fullest extent possible and to furnish to the Participating Company and/or the Claims Administrator all information relating to the claim against the third party.

Subrogation means that the Program has the right to seek expenses it pays for your Illness or Injury directly from the at-fault party or from any recovery you receive from that third party. A Right of Recovery means the Program has the right to recover such expenses directly or indirectly out of any payment made to you by the at-fault party or any other party related to the Illness or Injury.

By accepting benefits related to such Illness or Injury, you agree to all of the following:

- The Program has an equitable lien on any and all monies paid (or payable) to you or for your benefit by any responsible party or other recovery to the extent the Program paid benefits for such Illness or Injury.
- The Program may appoint you as constructive trustee for any and all monies paid (or payable) to you or for your benefit by any responsible party or other recovery to the extent the Program paid benefits for such Illness or Injury.
- The Program may bring an action on its own behalf or on your behalf against any responsible party or third party involved in the Illness or Injury.

If you, your attorney or other representative receives any payment from a third party – through a judgment, settlement or otherwise – when an Illness or Injury is a result of an act or omission by the third party, you agree to place the funds in a separate, identifiable account and that the Program has an equitable lien on the funds, and/or you agree to serve as a constructive trustee over the funds to the extent that the Program has paid expenses related to that Illness or Injury. This means that you will be deemed to be in control of the funds.

You must reimburse the Program first, in full, out of such funds for any expenses the Program has paid related to such Illness or Injury. You must reimburse the Program up to the full amount of the compensation you receive from the responsible party, regardless of whether your settlement or judgment says that the money you receive (all or part of it) is for loss of wages.

Furthermore, you must reimburse the Program regardless of whether the third party admits liability and regardless of whether you have been made whole or fully compensated for your Injury. If any money is left over, you may keep it. Additionally, the Program is not required to participate in or contribute to any expenses or fees (including attorney's fees and court costs) you incur in obtaining the funds.

The Program's sources of payment through subrogation or recovery include (but are not limited to) the following:

- Money from a third party that you, your guardian or other representatives receive or are entitled to receive.
- Any constructive or other trust that is imposed on the proceeds of any settlement, verdict or other amount that you, your guardian or other representatives receive.
- Any equitable lien on the portion of the total recovery which is due the Program for benefits it paid.
- Any liability or other insurance (for example, uninsured motorist, underinsured motorist, medical payments, workers' compensation, no-fault, school, homeowners, or excess or umbrella coverage) that is paid or payable to you, your guardian or other representatives.

The Program may terminate your Program participation and/or offset your future benefits in the event that you fail to provide the information, authorizations, or to otherwise cooperate in a manner that the Program considers necessary to exercise its rights or privileges under the Program.

ERISA RIGHTS OF PARTICIPANTS

KEY POINTS

- *ERISA is a federal law that provides certain rights and protection to all Program Participants.*
- *The persons who are responsible for the operation of the Program have a duty to act prudently and in the interest of the Participants and their beneficiaries.*
- *No one may fire or discriminate against you for exercising your ERISA rights.*

Your ERISA Rights

As a Participant in the Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Program, including collective bargaining agreements, insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Association (EBSA). There is no charge for this review.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Program, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies. Your written request must be directed to:

AT&T Services, Inc.
Attn: Plan Documents
P.O. Box 132160
Dallas, TX 75313-2160

- Receive a summary of the Program's annual financial report, if it is required to be prepared by ERISA. The Plan Administrator is required by law to furnish each Participant with a copy of any required summary annual report (SAR).

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (if any) from the Program but do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, and you have exhausted all applicable administrative remedies under the Program, you may file suit in state or federal court.

If it should happen that Program fiduciaries misuse the Program's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department

of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Program, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or at the address below:

The Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

DEFINITIONS

AT&T. AT&T Inc. a Delaware corporation, or its successors.

AT&T Group of Companies. AT&T Inc. and any other entity included with it as an “employer” as determined pursuant to Internal Revenue Code §414(b), (c), (m) and (o) and the regulations thereto.

Bargained Employee. Any employee whose job title and classification is included in a collective bargaining agreement between a Participating Company and a union that has agreed to the benefits provided under the Program.

Claims Administrator. The individual or entity delegated by the Plan Administrator to determine all claims and appeals for benefits under the Program. Currently, the Claims Administrator is Sedgwick Claims Management Services, Inc., which operates the AT&T Integrated Disability Service Center. See the “Contact Information” section for information on how to contact the AT&T Integrated Disability Service Center.

Company. Company means any or all of AT&T Inc., AT&T Services, Inc., or a Participating Company as indicated by the context.

Company-Provided Long-Term Disability Benefits. Company-Provided Long-Term Disability Benefits that are provided under the Program. See the “Your Company-Provided Long-Term Disability Benefits” section.

Global Manager. An employee who has been so designated by his Participating Company for the purpose of transferring him from country to country in order to allow maximum use of his business skills, cultural background and language, who does not have exclusive United States citizenship, and who has not been assigned to an employment position within the United States.

Illness. Any disabling condition medically substantiated and treated by a Physician that renders an employee incapacitated from performing the duties of any job assigned by the Participating Company.

Injury. Any job and non-job-related trauma or damage to the physical person of an employee medically substantiated and treated by a Physician that renders an employee incapacitated from performing the duties of any job assigned by the Participating Company.

Leased Employee. An individual who is being paid by a company other than one of the AT&T Group of Companies and who is providing services to one or more of the AT&T Group of Companies in accordance with a contract that is between the company that is paying him and one or more of the AT&T Group of Companies. A Leased Employee is not eligible for coverage under the Program even if he is later determined (by judicial action or otherwise) to be a “common law employee” of one of the AT&T Group of Companies.

Leave of Absence. A leave of absence formally granted to an employee in accordance with rules established by his Participating Company.

Management Employee. An employee who is not a Bargained Employee. In particular, Management Employees include:

- Confidential Employees, as defined by the National Labor Relations Act.
- Nonmanagement nonunion employees of legacy SBC Participating Companies.
- Nonmanagement nonunion employees of Legacy AT&T Participating Companies (excluding Puerto Rico, Inc. who were hired or rehired on after Aug. 9, 2009).
- Non-exempt AT&T Mobility employees who are not covered by a collective bargaining agreement.

IMPORTANT: Legacy SBC means subsidiaries of SBC Communications Inc. before the merger with AT&T Corp. A name change of the subsidiary you work for or retired from does not affect what legacy group of companies it is a part of.

Medical Evidence. Objective medical information sufficient to show that the Participant is Disabled, as determined at the sole discretion of the Claims Administrator. Objective medical information includes, but is not limited to, results from diagnostic tools and examinations performed in accordance with the generally accepted principles of the health care profession. In general, a diagnosis that is based largely or entirely on self-reported symptoms will not be considered sufficient to support a finding of Disability. For example, reports of intense pain, standing alone, will be unlikely to support a finding of Disability, but reports of intense pain associated with an observable medical condition that typically produces intense pain could be sufficient.

Nonmanagement Nonunion Employee. An employee who is not covered by a collective bargaining agreement and who is not classified as a management employee.

Occasional Employee. You are an Occasional Employee if you are engaged by a Participating Company on a daily basis for a period of not more than three consecutive weeks, or for a cumulative total of not more than 30 days in any calendar year, regardless of the length of the daily or weekly assignments, or as otherwise defined in the collective bargaining agreement applicable to you. Occasional Employees are **not** eligible for the Program.

Participant. Either an Eligible Employee or former employee who is receiving benefits under the Program.

Physician. An individual duly licensed to prescribe and administer drugs and medicines or to perform surgery. Physician will also include:

- A duly licensed dentist operating within the scope of his/her license.
- A podiatrist operating within the scope of his/her license.
- A qualified vocational rehabilitation counselor operating within the scope of his/her license only when the use of such qualified vocational rehabilitation counselor is authorized by the Claims Administrator under the mandatory vocational rehabilitation provisions of the Program.
- Other Physicians under designated disability management programs authorized by the Plan Administrator when operating within the scope of his/her license.

Physician also includes, a licensed Physician, licensed psychiatrist or other licensed Physician including, but not limited to, a chiropractor or psychologist referred by a licensed Physician or licensed psychiatrist as part of an ongoing treatment plan of the licensed Physician or licensed psychiatrist.

Primary Social Security Benefits. The Primary Insurance Amount payable to the employee on account of disability in accordance with the United States Social Security Act that covers any portion of the period for which benefits are paid under the Program, and are payable on account of the employee's disability.

Regular Employee. You are a Regular Employee if your employment with a Participating Company is expected to be indefinite, as determined by your Participating Company, or as otherwise defined in the collective bargaining agreement applicable to you.

Retiree Provisional Employee. You are a Retiree Provisional Employee if you are a person who previously retired from the employment of a Participating Company and who meets **all** of the following:

- You are rehired as a nonsalaried employee of a Participating Company for a period of up to three years.
- You are receiving a service pension in the form of an annuity from the West Program of the AT&T Pension Benefit Plan when rehired.
- You have been retired for at least six months before being rehired.
- You sign a waiver of active participation under the Participating Company's employees benefit plans, including this Program, in exchange for continued treatment as a retired employee under such plans.

The foregoing notwithstanding, any employee who is subject to a collective bargaining agreement shall not be treated as a Retiree Provisional Employee unless, and to the extent that, the agreement so provides. Further, the requirements listed above may be modified by a collective bargaining agreement with respect to individuals covered thereunder.

Short-Term Disability Benefits. Short-Term Disability Benefits that are provided under the Program. See the "Your Short-Term Disability Benefits" section.

Supplemental Long-Term Disability Benefits. Supplemental Long-Term Disability Benefits that are provided under the Program. See the "Your Supplemental Long-Term Disability Benefits" section.

Temporary Employee. You are a Temporary Employee if you are engaged by a Participating Company for a specific project or for a period of time for more than three consecutive weeks but not more than one year, with the definite understanding that your employment will terminate upon completion of the project or at the end of the period of time, whichever is first, or as otherwise defined in the collective bargaining agreement applicable to you.

Term Employee. You are a Term Employee if you are engaged by a Participating Company for a specific project or for a period of time for more than one year, but no more than three years, with the definite understanding that your employment will terminate upon completion of the project or at the end of the period of time, whichever is first, or as otherwise defined in the collective bargaining agreement applicable to you.

Vocational Rehabilitation Benefits. Vocational Rehabilitation Benefits that are provided under the Program. See the “Your Vocational Rehabilitation Benefits” section.

Workers’ Compensation Benefits. All classes of benefits under the workers’ compensation laws of any state, the District of Columbia, the United States government (e.g., benefits under the Longshore and Harbor Workers’ Compensation Act) or any other jurisdiction in any country that requires payments to employees on a temporary or permanent basis in connection with injuries arising out of or in the course of employment, to replace or supplement income, or to compensate for diminished ability to compete in an open labor market, including but not limited to payments for temporary partial disability, temporary total disability, permanent partial disability, permanent total disability, vocational rehabilitation maintenance allowance and disability pension, whether liability for such payment has been determined by the court or administrative agency that determines liability for workers’ compensation under the laws of such jurisdiction, or accepted voluntarily by the Participating Company or the Participating Company workers’ compensation administrator or insurer.

OTHER PLAN INFORMATION

Other Plan Information	
Plan Name	AT&T Umbrella Benefit Plan No. 3
Program Name	AT&T Disability Income Program
Plan Number	603
Plan Sponsor/Employer Identification Number (EIN)	AT&T Inc. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333 EIN 43-1301883
Plan Administrator	AT&T Services, Inc. P.O. Box 132160 Dallas, TX 75313-2160 210-351-3333

Other Plan Information	
Type of Administration	<p>The Plan Administrator determines eligibility for coverage under the Program, that is, whether any particular individual is included in a group of employees that is covered by the Program.</p> <p>The Claims Administrator has been delegated the complete discretionary fiduciary responsibility for all disability determinations by the Plan Administrator to determine whether a particular Eligible Employee who has filed a claim for benefits is entitled to benefits under the Program, to determine whether a claim was properly decided, and to conclusively interpret the terms and provisions of the Program. Such determinations and interpretations shall be final and conclusive.</p> <p>The Plan Administrator (or, in matters delegated to third parties, the third-party that has been so delegated) will have sole discretion to interpret the Program, including, but not limited to, interpretation of the terms of the Program, determinations of coverage and eligibility for benefits, and determination of all relevant factual matters. Any determination made by the Plan Administrator or any delegated third party will not be overturned unless it is determined to be arbitrary and capricious.</p>
Agent for Service of Legal Process	<p>Process in legal actions in which the Plan is a party should be served on the Plan at the following Address</p> <p>CT Corporation 350 N. St. Paul St. Dallas, TX 75201</p> <p>Service of legal process also may be made upon a Trustee or the Plan Administrator.</p>
Type of Plan	The Plan is an employee welfare benefit plan.
Plan Year	Jan. 1 through Dec. 31
Trustee	<p>AT&T Voluntary Employee Beneficiary Association Trust</p> <p>Frost National Bank 100 W. Houston St. P.O. Box 2950 San Antonio, TX 78299</p>

Other Plan Information	
Plan Funding and Contributions	The Program is funded by a trust. Program costs for Short-Term Disability Benefits, Company-Provided Long-Term Disability Benefits, and Vocational Rehabilitations Benefits are funded by periodic, non-reversionary Company contributions determined by the Program's actuaries for the purpose of funding Program benefits and maintaining appropriate reserves. Contributions are transferred to the Trust, which is established exclusively for approved Plan purposes. Benefits under the Program are paid or reimbursed by the Trust. Benefits paid in excess of IRS limits are funded by the general assets of your Participating Company. No benefits provided under the Program are provided by insurance. Program costs for Supplemental Long-Term Disability Benefits are funded by periodic contributions from participating employees.
Collectively Bargained Plan	With respect to certain Eligible Employees, the Program is maintained pursuant to one or more collective bargaining agreements. A copy of the collective bargaining agreement(s) may be obtained by Participants and beneficiaries whose rights are governed by such collective bargaining agreement upon written request to the Plan Administrator and also is available for examination by Participants and beneficiaries as specified under Department of Labor Regulations Section 2520.104b-30.

Amendment or Termination of the Program

The Program is adopted with the intention that it will be continued for the benefit of present and future employees of Participating Companies; however, the right is reserved by the Plan Sponsor to terminate, amend, change or modify the Program retroactively or prospectively, in whole or in part at any time or for any reason, including changes in any and all of the benefits herein provided. Further, any Participating Company may terminate its participation in the Program at any time and for any reason. Such termination, amendment, change or modification of the Program, or termination of any Participating Company's participation in the Program may cause employees to lose all or a portion of their benefits or eligibility under the Program but will not affect the right of any employee to receive benefits for which he has already become entitled under the Program. Not affecting an employee's right to any benefit for which he has already become entitled under the Program means that the employee who is actually receiving payments would be entitled to continue receiving his disability benefits through the date of the Program's termination or change until such benefits would otherwise cease. This does not mean that an employee will acquire a lifetime right to any Program benefit, to eligibility for coverage under the Program or to the continuation of the Program merely by reason of the fact that such benefit or the Program is in existence at any time during the employee's employment. The Program will comply with all requirements of applicable law and will be amended, if necessary, in order to satisfy any such requirements.

In the event of termination of the Program, you will be entitled to the benefits in effect at the time of any event that requires payment of such benefits.

Although a certain Plan or one of its Programs may be in effect during your employment or at the time of your retirement, it does not mean that you or any other employee or beneficiary will have:

- A lifetime right to any benefits under the Plan or Program.
- Eligibility for coverage under any such Plan or Program.

- Guaranteed continuation of any such Plan or Program.
- Coverage at Company expense or based upon a previously identified contribution schedule.

Limitations on Rights

Participation in the Program does not give you a right to remain employed with your Participating Company or any AT&T-affiliated Company.

Assignment and Nonalienation

Except as otherwise required by law, benefits provided under the Program may not be assigned or alienated. This means that you may not sell, assign, pledge or otherwise transfer benefits under the Program before the benefits are distributed to you, nor are your Program benefits subject to attachment, garnishment, execution or encumbrance of any kind prior to distribution to you.

Facility of Payment

If benefits under this Program have been paid under any other plan or program, the Plan has the right to pay any amounts, as determined by the Claims Administrator, to such other plan or program, or any other organization making those other payments. Such payment by the Plan will discharge the Plan from any liability for such benefits under the Program.

CONTACT INFORMATION

Contact Information	
Claims Administrator	
Name	AT&T Integrated Disability Service Center
Type	Claim initiation and appeals for Disability Programs
Claims Administrator Contact Numbers	
Domestic Telephone Number	866-276-2278
Claims Administrator Hours of Operation	
Hours of Operation	Service Center: Monday through Friday from 7 a.m. to 7 p.m. Central time
Claims Administrator Mailing Address	
Claims	
Claims Regular	AT&T Integrated Disability Service Center P.O. Box 14627 Lexington, KY 40512-4627 866-224-4627 (fax)

Contact Information	
Appeals	
Appeals Regular	AT&T Integrated Disability Service Center Quality Review Unit P.O. Box 14626 Lexington, KY 40512-4626 866-856-5065 (fax)

Beneficiary Designation Administrator
Fidelity Service Center
<p>For all active and inactive employees and former employees:</p> <ul style="list-style-type: none"> • Call the Fidelity Service Center to report a death or ask questions about beneficiary designation forms. • Visit www.netbenefits.fidelity.com to review and print or request an AT&T Beneficiary Designation Form. • You may also call the Fidelity Service Center to request an AT&T Beneficiary Designation Form. • Return completed AT&T Beneficiary Designation Forms to the mailing address below. <p>Fidelity Service Center P.O. Box 770003 Cincinnati, OH 45277-0088 www.netbenefits.fidelity.com 800-416-2363 Dial your country's toll-free AT&T Direct access number then enter 800-416-2363 (international). 888-343-0860 (hearing-impaired) Monday through Friday from 7:30 a.m. to 11 p.m. Central time. The automated voice response system is available 24 hours a day, seven days a week.</p> <p>You will need your Fidelity Service Center PIN and Social Security number/customer ID when you access the automated voice response system or call to speak to a service associate.</p> <p>If you wish to file a written claim or a written appeal of a denied beneficiary form, use the following mailing address:</p> <p>Beneficiary Designation Administrator Personnel Center P.O. Box 770003 Cincinnati, OH 45277-0072</p>

Supplemental Long-Term Disability Benefits Enrollment Vendor

To reach a service associate or access the Interactive Voice Response System (IVR) regarding eligibility for, and enrolling in Supplemental Long-Term Disability Benefits under the Program, call the AT&T Benefits Center:

877-722-0020

847-883-0866 (international)

847-883-8217

Monday through Friday from 7 a.m. to 7 p.m. Central time, except some holidays.

The IVR is available 24 hours a day (except Sunday from 1 a.m. to noon Central time and periodically during the week for one hour between midnight and 5 a.m. for maintenance and updates).

IMPORTANT: To access the IVR or to speak to a service associate, you will need to provide the last four digits of your Social Security Number, your date of birth and your AT&T Benefits Center password.

For State Disability Insurance Claims

If your work location is in any of the following locations, you may be eligible to receive benefits under that state's statutory benefit program (SDI) in addition to this Program. Call the appropriate state agency.

California

Contact the local Employment Development Department (EDD) office to obtain an application for benefits. If you need help to determine your local office, call the EDD office in Sacramento, and that office will identify the number for your local EDD office.

800-480-3287

California's statutory disability benefits are provided through the California State Disability Insurance Plan.

Hawaii

Hawaii's statutory disability benefits are provided through an insurance policy purchased from the Prudential Insurance Company.

800-842-1718

New Jersey

Call the New Jersey Department of Labor Division of Temporary Disability Insurance (TDI).

609-292-7060

New Jersey's statutory disability benefits are provided through the New Jersey Temporary Disability Benefits Trust Fund.

New York

New York's statutory disability benefits are provided through policies purchased from the Prudential Insurance Company.

800-842-1718

For State Disability Insurance Claims

If your work location is in any of the following locations, you may be eligible to receive benefits under that state's statutory benefit program (SDI) in addition to this Program. Call the appropriate state agency.

Puerto Rico

All Chauffeurs

Puerto Rico's statutory disability benefits are provided through the Puerto Rico Non-Occupational Disability Insurance Program (SINOT by its Spanish acronym). Call the Puerto Rico Department of Insurance.

787-754-5353

IMPORTANT: Chauffeurs are employees who are required or permitted to operate a motor vehicle usually and regularly as part of their job. Casual or sporadic use of a motor vehicle in the performance of your job does not cause you to be classified as a Chauffeur.

All Other Employees

Puerto Rico's statutory disability benefits are provided through policies purchased from Triple-S Vida.

787-758-4888

Rhode Island

Call the Temporary Disability Insurance Division, Rhode Island Department of Labor and Training.

401-462-8420

Rhode Island's statutory disability benefits are provided through the Rhode Island Temporary Disability Insurance Program.

For Supplemental Long-Term Disability Benefit Claims and Appeals

Written claims and appeals must be sent to the carrier of the insurance policy under which the particular claimant is covered:

For claims occurring after Dec. 31, 2008:

Prudential Disability Management Services
P.O. Box 13480
Philadelphia, PA 19176

For claims occurring Jan. 1, 2004 through Dec. 31, 2008:

UNUM—The Benefits Center
P.O. Box 100158
Columbia, SC 29202-3158

INFORMATION CHANGES AND OTHER COMMON RESOURCES

It's important to keep your work and home addresses current. The majority of your benefits, payroll or similar information is sent to work or home. Please include any room, cubicle, apartment or suite number that will help make mail-routing more efficient.

Active Employee Address and Telephone Number Changes

For employees with access to the employee intranet:

Home and **work** address updates:

- Go to **insider.web.att.com**.
- Click on OneStop (**onestop.web.att.com**) and select eLink (eCORP) under Tools & Resources.
- Enter your AT&T user ID and password for the AT&T Global Logon. (If you do not know your password, please follow the instructions on the screen.)
- Once logged on, click OK.
- On the eCORP home page, click on Employee Services.
- **Note:** Please be sure the far right-hand scroll bar is all the way to the top.
- Select Personal Information.
- Select Maintain Addresses and Telephone Numbers.
- To update your home address, select "Edit" at the bottom of the Permanent Residence box, make any necessary changes, and click Save.
- To update your work address, select "Edit" at the bottom of the Cubicle/Office box, make any necessary changes, and click Save.

For employees without access to the employee intranet:

Contact your supervisor or eLink assistant.

Former Employees Home Address Changes

Call the Fidelity Service Center to change your address.

Telephone numbers and dialing instructions:

800-416-2363

888-343-0860 (hearing-impaired)

Dial your country's toll-free AT&T Direct access number, then enter **800-416-2363** (international)

Hours of operation:

Monday through Friday from 7:30 a.m. to 11 p.m. Central time.

You will need your Fidelity Service Center PIN and Social Security number/customer ID when you call to speak to a service associate.

IMPORTANT: The instructions are also for recipients of Long-Term Disability Benefits and employees on a Leave of Absence.

If you are not eligible to receive a pension or savings plan benefit, or have already received your entire pension and savings plan benefits in a lump sum and are not eligible for a retiree death benefit from your pension plan, call the AT&T Benefits Center at **877-722-0020** to update your home address.

AT&T Benefits Intranet and Internet Access

Your Money Matters section of OneStop (Active Employees only)

Go to the Your Money Matters section of OneStop at **onestop.web.att.com**.

Your Money Matters section of access.att.com (Active Employees from home)

Go to the Your Money Matters section of **access.att.com** (AT&T's secure Internet site) for benefits information at home.

Your Benefits section of access.att.com (Former Employees from home)

Go to the Your Benefits section of **access.att.com** (AT&T's secure Internet site) for benefits information at home.

APPENDIX A: PARTICIPATING COMPANIES AND APPLICABLE BARGAINING AGREEMENTS

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
AIS - M	SBC Global Services, Inc. AIS	Management	N/A
AIS - NMNU M	SBC Global Services, Inc. AIS	Nonmanagement Nonunion Follows Management level of Benefits.	N/A
AIS COS - CWA District 4	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc., COS - CWA District 4
AIS CPE - CWA District 4	SBC Global Services, Inc. AIS	Bargained	SBC Global Services, Inc. (CPE) - CWA District 4 (Appendix G to the AT&T Midwest Core Contract - CWA District 4)
AKI - M	Alascom, Inc. AKI	Management	N/A
BBI - M	AT&T Billing Southeast, LLC BBI	Management	N/A
BCS - M	BellSouth Communication Systems, LLC BCS	Management	N/A
BCS - NMNU M	BellSouth Communication Systems, LLC BCS	Nonmanagement Nonunion Follows Management level of benefits.	N/A
BLD - M	BellSouth Long Distance, Inc. BLD	Management All Active Employees moved to AT&T Services, Inc. on June 16, 2012.	N/A
BSC - M	BellSouth LLC BSC	Management All Active Employees moved to AT&T Services, Inc. on June 16, 2012.	N/A

Population Abbreviation	Participating Company Name and Acronym	Employee Group	Bargaining Unit
BST - M	BellSouth Telecommunications, LLC BST	Management	N/A
CINAIO - M	Cricket Wireless LLC CINAIO	Management Effective Dec. 9, 2013, Employees transferred to this entity.	N/A
CINSRV - M	AT&T Mobility Puerto Rico Inc. CINSRV	Management	N/A
CINW - M	AT&T Mobility Services LLC CINW	Management	N/A
CRD - M	AT&T Capital Services, Inc. CRD	Management All Active Employees moved to AT&T Services, Inc. effective June 6, 2012.	N/A
ILB - CWA District 4	Illinois Bell Telephone Company ILB	Bargained	AT&T Midwest Core Contract - CWA District 4
ILB - M	Illinois Bell Telephone Company ILB	Management	N/A
ILB - NMNU IBEW	Illinois Bell Telephone Company ILB	Nonmanagement Nonunion Follows IBEW System Counsel T-3 (AT&T Midwest Contract) level of Benefits.	N/A
INB - CWA District 4	Indiana Bell Telephone Company, Incorporated INB	Bargained	AT&T Midwest Core Contract - CWA District 4
INB - M	Indiana Bell Telephone Company, Incorporated INB	Management	N/A
MIB - CWA District 4	Michigan Bell Telephone Company MIB	Bargained	AT&T Midwest Core Contract - CWA District 4

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
MIB - M	Michigan Bell Telephone Company MIB	Management	N/A
MIB - NMNU CWA	Michigan Bell Telephone Company MIB	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A
MJ - M	AT&T Digital Life, Inc. MJ	Management Management Employees transferring to this entity in December 2015.	N/A
NB - M	Nevada Bell Telephone Company NB	Management	N/A
OHB - CWA District 4	The Ohio Bell Telephone Company OHB	Bargained	AT&T Midwest Core Contract - CWA District 4
OHB - M	The Ohio Bell Telephone Company OHB	Management	N/A
PB - M	Pacific Bell Telephone Company PB	Management	N/A
PB - NMNU CWA	Pacific Bell Telephone Company PB	Nonmanagement Nonunion Follows AT&T West Core Contract - CWA District 9 level of Benefits.	N/A
SBCI-MSI - M	AT&T Mexico, LLC SBCI - MSI	Management	N/A
SBC-MSI - M	AT&T Management Services, L.P. SBC - MSI	Management	N/A
SBCSI - CWA	AT&T Services, Inc. SBCSI	Bargained	AT&T Corp. Core Contract - CWA

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
SBCSI - CWA District 4	AT&T Services, Inc. SBCSI	Bargained	AT&T Midwest Core Contract - CWA District 4
SBCSI - M	AT&T Services, Inc. SBCSI	Management	N/A
SBCSI - NMNU Legacy T CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
SBCSI - NMNU Legacy T M	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	N/A
SBCSI - NMNU MW CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A
SBCSI - NMNU MW IBEW	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Follows IBEW System Counsel T-3 (AT&T Midwest Contract) level of Benefits.	N/A
SBCSI - NMNU SW CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Follows AT&T Southwest Core Contract - CWA District 6 level of Benefits.	N/A
SBCSI - NMNU West CWA	AT&T Services, Inc. SBCSI	Nonmanagement Nonunion Follows AT&T West Core Contract - CWA District 9 level of Benefits.	N/A
SBCSI Tier 1 - CWA	AT&T Services, Inc. SBCSI	Bargained	AT&T Services, Inc., National Internet Contract - Tier 1 - CWA

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
SMSI - M	AT&T Messaging, LLC SMSI	Management All Active Employees moved to AT&T Services, Inc. on Sept. 18, 2011.	N/A
STG - M	Stevens Graphics, LLC STG	Management No Employees as of Jan. 1, 2011.	N/A
SWBT - M	Southwestern Bell Telephone Company SWBT	Management	N/A
SWBT - NMNU CWA	Southwestern Bell Telephone Company SWBT	Nonmanagement Nonunion Follows AT&T Southwest Core Contract - CWA District 6 level of Benefits.	N/A
TCORP - CWA	AT&T Corp. TCORP	Bargained	AT&T Corp. Core Contract - CWA
TCORP - M	AT&T Corp. TCORP	Management	N/A
TCORP - NMNU CWA	AT&T Corp. TCORP	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
TCORP - NMNU M	AT&T Corp. TCORP	Nonmanagement Nonunion Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	N/A
TGCS - M	AT&T Global Communication Services, Inc. TGCS	Management	N/A
TGCS - NMNU CWA	AT&T Global Communication Services, Inc. TGCS	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
TGCS - NMNU M	AT&T Global Communication Services, Inc. TGCS	Nonmanagement Nonunion Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	N/A
TGSI - M	AT&T Government Solutions, Inc. TGSI	Management	N/A
TPR - CWA District 3	AT&T of Puerto Rico, Inc. TPR	Bargained	AT&T of Puerto Rico, Inc. - CWA District 3
TPR - M	AT&T of Puerto Rico, Inc. TPR	Management	N/A
TPR - NMNU CWA	AT&T of Puerto Rico, Inc. TPR	Nonmanagement Nonunion Follows AT&T of Puerto Rico, Inc. - CWA District 3 level of Benefits.	N/A
TSRVC - CWA	Teleport Communications America, LLC TSRVC	Bargained	AT&T Corp. Core Contract - CWA
TSRVC - M	Teleport Communications America, LLC TSRVC	Management	N/A
TSRVC - NMNU CWA	Teleport Communications America, LLC TSRVC	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
TSRVC - NMNU M	Teleport Communications America, LLC TSRVC	Nonmanagement Nonunion Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	N/A
TSYS - M	TC Systems, Inc. TSYS	Management No Employees as of Jan. 1, 2011.	N/A

	Participating Company Name and Acronym	Employee Group	Bargaining Unit
Population Abbreviation			
TTSC - M	AT&T Technical Services Company, Inc. TTSC	Management	N/A
TVI - M	AT&T of the Virgin Islands, Inc. TVI	Management	N/A
TVI - NMNU CWA	AT&T of the Virgin Islands, Inc. TVI	Nonmanagement Nonunion Hired before Aug. 8, 2009. Follows AT&T Corp. Core Contract - CWA (Legacy T) level of Benefits.	N/A
TVI - NMNU M	AT&T of the Virgin Islands, Inc. TVI	Nonmanagement Nonunion Hired on or after Aug. 8, 2009. Follows Legacy T Management level of Benefits.	N/A
WIB - CWA District 4	Wisconsin Bell, Inc. WIB	Bargained	AT&T Midwest Core Contract - CWA District 4
WIB - M	Wisconsin Bell, Inc. WIB	Management	N/A
WIB - NMNU CWA	Wisconsin Bell, Inc. WIB	Nonmanagement Nonunion Follows AT&T Midwest Core Contract - CWA District 4 level of Benefits.	N/A

- **Special Rule for Certain Bargained Employees under the Blue Contract (AT&T Mobility Services LLC – IBEW Local 1547)**

If you were hired, rehired or transferred before Jan. 1, 2012, you are not eligible for the Program.

- **Special Rule for Certain Bargained Employees under the Orange Contract (CWA Districts 1, 2, 4, 7, 9, 13 – AT&T Mobility Services LLC)**

If you are classified in the payroll Personnel Subarea NEGL (Northeast Great Lakes Sales Region), you are not eligible for the Program.