

# LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE PLAN

01-01-2022

The Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance Plan (the “Plan”) offers Employee Basic Life Insurance, Employee Supplemental Life Insurance, Spouse or Domestic Partner Supplemental Life Insurance, Dependent Child Supplemental Life Insurance, Employee Basic AD&D Insurance, Employee Supplemental AD&D Insurance, and Spouse or Domestic Partner Supplemental AD&D Insurance. **Please note that the Employer reserves the right to amend or terminate this Life Insurance and AD&D Insurance Plan at any time and for any reason.**

## WHO IS ELIGIBLE FOR THE LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN?

### Active Employees

All regular employees, of Brookhaven Science Associates, LLC (the “Employer”) including Expatriate Employees, who work at least 20 hours per week are eligible to participate in the Life Insurance and AD&D Insurance Plan on the first day of active employment.

An employee is a “regular employee” if he/she is classified and treated for federal income tax purposes by the Employer as a regular full-time or regular part-time employee of the Employer (as opposed to a temporary, seasonal or casual employee, intern, independent contractor or consultant, agency worker or leased employee) even if the Employer’s classification is later determined to be incorrect.

### Ineligible Employees

The following employees are not eligible for the Life Insurance and AD&D Insurance Plan:

- Employees who are resident undocumented aliens;
- Employees whose terms of employment are covered by a collective bargaining agreement to which the Employer is a party, unless the collective bargaining agreement provides otherwise;
- Employees living or working in a country subject to the sanctions program administered by the U.S. Treasury Department’s Office of Foreign Asset Control;
- Employees living or working in a country not meeting the insurer’s published underwriting criteria; and
- Effective May 1, 2020, employees in a job location outside of the United States who are not a United States citizen or taxpayer (*i.e.*, employees who do not have, or have not provided us with, a United States Social Security Number or federal taxpayer identification number).

## ENROLLMENT

Eligible employees will be automatically enrolled for Employee Basic Life Insurance and Employee Basic AD&D Insurance coverage on their date of hire, and coverage will be effective on their date of hire. However, you must complete a form designating your Beneficiary. Employee Supplemental Life Insurance, Spouse or Domestic Partner Supplemental Life Insurance, Dependent Child Supplemental Life Insurance, Employee Supplemental AD&D Insurance and

Spouse or Domestic Partner Supplemental AD&D Insurance coverages are optional. All such coverages will be delayed if the employee is not actively at work and will begin on the first day that eligibility requirements are met and the employee is actively at work.

Eligible employees may enroll for Employee Supplemental Life Insurance, Spouse or Domestic Partner Supplemental Life Insurance, Dependent Child Supplemental Life Insurance, Employee Supplemental AD&D Insurance and Spouse or Domestic Partner Supplemental AD&D Insurance within 90 days of their date of hire. To enroll or make a change, go online through PeopleSoft HR, Employee Self-Service, Benefits, and Benefits Home. Coverage will be effective on the date the employee submits the online enrollment election unless the amount of coverage requires Evidence of Insurability (EOI). If EOI is required, the coverage is effective on the date the Insurance Company approves the coverage amount. By making the election online through PeopleSoft HR, the employee is authorizing the necessary payroll premiums for the elected coverage(s).

### **Evidence of Insurability (EOI)**

Evidence of Insurability (EOI) will be required if, during the first 90 days from date of hire, you elect Employee Supplemental Life Insurance of more than 2 times Annual Base Salary and/or Spouse or Domestic Partner Supplemental Life Insurance of more than \$50,000 coverage.

After 90 days from date of hire, all increases in Employee Supplemental Life Insurance and Spouse or Domestic Partner Supplemental Life Insurance require EOI and must be approved by the Insurance Company before the elected insurance can become effective. This includes electing such insurance for the first time. If approved, Employee Supplemental Life Insurance and/or Spouse or Domestic Partner Supplemental Life Insurance coverage will become effective on the date of such approval.

## **LIFE INSURANCE BENEFIT**

### **Benefits Provided**

Employee Basic Life Insurance coverage is provided in an amount equal to your Annual Base Salary, rounded to the next higher multiple of \$2,500. For part-time employees, coverage is based on your actual part-time Annual Base Salary. Employee Basic Life Insurance coverage is provided at no cost to you.

### **Employee Supplemental Life Insurance Benefits Available**

In addition to Employee Basic Life Insurance coverage, Employee Supplemental Life Insurance coverage is also available as follows:

<b>Available Coverage Amount</b>	<b>Rounded To</b>
1 times Annual Base Salary	Next higher multiple of \$2,500
2 times Annual Base Salary	Nearest \$500, if not already a multiple of \$500
3 times Annual Base Salary	Nearest \$500, if not already a multiple of \$500
4 times Annual Base Salary	Nearest \$500, if not already a multiple of \$500

## **Combined Employee Basic Life Insurance and Employee Supplemental Life Insurance**

The maximum amount of total Life Insurance coverage, including both Employee Basic Life Insurance and Employee Supplemental Life Insurance, is 5 times your Annual Base Salary, subject to a maximum of \$1,250,000, rounded to the nearest \$500.

### **Spouse or Domestic Partner Supplemental Life Insurance Benefits Available**

Spouse or Domestic Partner Supplemental Life Insurance may be elected in \$50,000 increments from \$50,000 to a maximum of \$500,000. You must elect Employee Supplemental Life Insurance to be eligible to elect Spouse or Domestic Partner Supplemental Life Insurance.

The amount of Spouse or Domestic Partner Supplemental Life Insurance elected cannot exceed the total amount of Employee Basic Life Insurance plus Employee Supplemental Life Insurance.

It is the employee's responsibility to notify the Benefits Office in the event of a divorce or end of a domestic partnership so that Spouse or Domestic Partner Supplemental Life Insurance is terminated.

### **Dependent Child Supplemental Life Insurance Benefits Available**

Dependent Child Supplemental Life Insurance (age 15 days to 19 years old (or up to age 25 if the child is a full-time student\*). Coverage is \$10,000 per child.

\*Proof of full-time student status will be requested by the Insurance Company at claim submission.

You must elect Employee Supplemental Life Insurance to be eligible to elect Dependent Child Supplemental Life Insurance.

It is the employee's responsibility to notify the Benefits Office in the event of a divorce or end of a domestic partnership so that Dependent Child Supplemental Life Insurance is terminated.

## **REDUCTION IN COVERAGE DUE TO ATTAINMENT OF AGE 65 OR OLDER**

Earnings (i.e. Annual Base Salary) used to calculate your Employee Basic Life Insurance, Employee Supplemental Life Insurance and Spouse or Domestic Partner Supplemental Life Insurance benefits will be reduced (based on the employee's age) to the percentage indicated in the table below:

<b>Age</b>	<b>Percentage of Annual Base Salary Reduced To</b>
65 to 69	67%
70 to 74	45%
75 to 79	33%
80 or over	20%

The reduced amount of coverage will be rounded to the nearest multiple of \$500 if not already a multiple of \$500.

Spouse or Domestic Partner Supplemental Life Insurance coverage will also decrease at age 65, 70, 75 and 80 based on the employee's age.

### **OPTION TO ACCELERATE PAYMENT OF DEATH BENEFITS**

If you are diagnosed as terminally ill while insured under this Plan, you may elect to receive Terminal Illness Proceeds. Terminal Illness Proceeds are equal to a minimum of 25% of your amount of insurance or \$50,000 if less, and a maximum of \$500,000 not to exceed 80% of your total Life Insurance coverage. Terminal Illness Proceeds are payable on the date the Insurance Company receives proof of your terminal illness. Such proceeds may be reduced on account of age. Such benefits are payable to you. Additional conditions apply. One such condition is that your life expectancy is 12 months or less. If you elect this option, your total Life Insurance coverage at death will be reduced by the Terminal Illness Proceeds.

### **ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE BENEFITS**

#### **Benefits Provided**

Employee Basic Accidental Death and Dismemberment (AD&D) Insurance coverage is in addition to Employee Basic Life Insurance coverage and is provided in an amount of \$25,000. Employee Basic AD&D Insurance coverage is provided at no cost to you.

#### **Employee Supplemental AD&D Life Insurance Benefits Available**

In addition to Employee Basic AD&D Insurance coverage, Employee Supplemental AD&D Insurance is also available as follows:

<b>Available Coverage Amount</b>	<b>Rounded To</b>
1 times Annual Base Salary	Next higher multiple of \$2,500
2 times Annual Base Salary	Nearest \$500, if not already a multiple of \$500
3 times Annual Base Salary	Nearest \$500, if not already a multiple of \$500
4 times Annual Base Salary	Nearest \$500, if not already a multiple of \$500

#### **Combined Employee Basic AD&D Insurance and Employee Supplemental AD&D Insurance**

The maximum amount of total AD&D Insurance coverage, including both Employee Basic AD&D Insurance and Employee Supplemental AD&D Insurance, is 5 times your Annual Base Salary, subject to a maximum of \$1,250,000, rounded to the nearest \$500.

#### **Spouse or Domestic Partner Supplemental AD&D Insurance Benefits Available**

Spouse or Domestic Partner Supplemental AD&D Insurance may be elected in \$50,000 increments from \$50,000 to a maximum of \$500,000. You must elect Employee Supplemental AD&D Insurance to be eligible to elect Spouse or Domestic Partner Supplemental AD&D Insurance.

The amount of Spouse or Domestic Partner Supplemental AD&D Insurance elected cannot exceed the total amount of Employee Basic AD&D Insurance plus Employee Supplemental AD&D Insurance.

It is the employee's responsibility to notify the Benefits Office in the event of a divorce so that Spouse or Domestic Partner Supplemental AD&D Insurance is terminated.

### **AD&D Coverage**

This insurance provides the following benefit, regardless of other insurance, for any of the following losses resulting from an accident occurring on or off the job while you are insured.

<b>Loss</b>	<b>AD&amp;D Coverage Amount</b>
Life	100%
One hand by severance at or above the wrist	50%
One foot by severance at or above the ankle	50%
Sight in one eye (entire and irrecoverable)	50%
Speech	50%
Hearing in both ears	50%
Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
<b>Loss</b>	<b>AD&amp;D Coverage Amount</b>
Diplegia	50%
Monoplegia	25%
Thumb and index finger of same hand	25%

Combinations of the above may result in a higher coverage amount. See your Certificate of Insurance for more information.

No more than 100% of the total coverage amount can be paid.

### **Exclusions**

AD&D Insurance does not cover a loss occurring more than 90 days after the accident or a loss if it results from any of these:

- 1) War, declared or undeclared, or any act of war;
- 2) Intentionally self-inflicted injuries, while sane or insane;
- 3) Suicide, or suicide attempt, while sane or insane;
- 4) Active participation in a riot;
- 5) Committing or attempting to commit to a felony;
- 6) Disease, bodily or mental illness (or medical or surgical treatment thereof);
- 7) Controlled substances (as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments) that are voluntarily taken, ingested or injected, unless as prescribed or administered by a Physician;
- 8) Serving full-time active duty in the Armed Forces of any country or international authority;
- 9) Boarding, leaving or being in or on any kind of aircraft. However, this exclusion will not apply if the Covered Person is a fare paying passenger on a commercial aircraft or

traveling as a passenger in any aircraft that is owned or leased by or on behalf of the Sponsor.

### **Additional Benefits**

**Seat Belt Benefit.** The additional amount payable for loss of life, or injury that results in a loss described in the AD&D Coverage chart, as a result of an accident in a four wheel vehicle while using a seat belt is the lesser of (a) 10% of the AD&D Coverage amount, and (b) \$10,000.

**Air Bag Benefit.** If the Seat Belt Benefit is payable, the Air Bag Benefit will be paid if you were (1) positioned in a seat equipped with a factory-installed air bag, and (2) properly strapped in the seat belt when the air bag inflated. The additional amount payable is the lesser of (a) 10% of the AD&D Coverage amount, and (b) \$5,000.

**Repatriation Benefit.** The additional amount payable for loss of life that results from an injury payable under AD&D Insurance is a maximum benefit of \$5,000. The death occurs outside the territorial limits of the state or country of your place of permanent residence.

Additional conditions apply to these additional benefits.

## **CLAIMS**

### **How to File a Claim**

To file a claim under the Life Insurance and AD&D Insurance Plan, the BSA Benefits Office must be notified as soon as possible following the date of death or date of loss. The BSA Benefits Office will contact Lincoln Financial, and a claims examiner will be assigned to the claim. The claims examiner will contact you or your Beneficiary within the next business day.

Written proof of the death or loss should be sent to Lincoln Financial within 365 days after the date of death or injury. The amount of the Life and/or AD&D Insurance will be paid when the Insurance Company receives proof of the death or injury while insured for these benefits, and approves the claim. If written proof of loss is not provided within this time, benefits may still be provided if it was not possible to provide proof within the required time and proof is given as soon as possible.

### **Questions About Claims**

If you have a question about your claim, refer to Lincoln Financial's Certificate of Insurance, available at the following website: <https://www.bnl.gov/hr/Benefits/docs/required/Life-Insurance-Cert-2018.pdf>. You may also contact the BSA Benefits Office at (631) 344-2559.

### **How to Appeal a Claim**

If your claim is denied, you will receive a written notice of the denial from the Insurance Company. The notice will explain the reason for the denial and indicate the review procedures. You may request a review of the denied claim. Refer to Lincoln Financial's Certificate of Insurance for details on appealing a claim denial.

You must submit a request to review the claim denial in writing to the Insurance Company within 60 days after you receive the denial notice. Submit your request, including your reasons

for requesting the review and any additional documents which you believe support your claim. The Insurance Company will review the claim and notify you within 60 days of the date your request for review is received.

**COST OF THE PLAN**

**Employee Premiums**

Employees who elect Employee Supplemental Life Insurance coverage must pay the required employee premiums as indicated below.

<b>Age</b>	<b>Monthly Cost Per \$1,000 of Employee Supplemental Life Insurance Coverage</b>
Under age 30	\$.08
Ages 30 to 44	\$.20
Ages 45 and over	\$.30

Any change in the amount of your Life Insurance coverage due to a change in your Annual Base Salary will result in an adjustment to your employee premiums. Premiums are subject to change.

Employees who elect Spouse or Domestic Partner Supplemental Life Insurance coverage must pay the required premiums as indicated below.

<b>Spouse's or Domestic Partner's Age</b>	<b>Monthly Cost Per \$1,000 of Spouse or Domestic Partner Supplemental Life Insurance Coverage (Based on Spouse's or Domestic Partner's Age)</b>
Under age 30	\$.08
Ages 30 to 44	\$.20
Ages 45 and over	\$.30

Employees must elect Employee Supplemental Life Insurance to be eligible to elect Spouse or Domestic Partner Supplemental Life Insurance.

The amount of Spouse or Domestic Partner Supplemental Life Insurance elected cannot exceed the total amount of Employee Basic Life Insurance plus Employee Supplemental Life Insurance.

Employees who elect Dependent Child Supplemental Life Insurance coverage must pay the required premium as indicated below.

<b>Dependent Children</b>	<b>Monthly Cost Per \$1,000 of Dependent Child Supplemental Life Insurance</b>
Age 15 days to 19 years old or up to age 25 if the child is a full-time student	\$.20

Employees must elect Employee Supplemental Life Insurance to be eligible to elect Dependent Child Supplemental Life Insurance.

Employees who elect Employee Supplemental AD&D Insurance must pay the required premium of \$0.025 per month per \$1,000 of coverage.

Employees who elect Spouse or Domestic Partner Supplemental AD&D Insurance must pay the required premium of \$0.025 per month per \$1,000 of coverage.

### **Premiums For Participants Receiving Long Term Disability Plan Benefits Who Are Terminated From Employment**

For participants who were not members of the IBEW union whose eligibility date to receive LTD Plan benefits was prior to January 1, 2009, no premium is required to continue Supplemental Life Insurance coverage, if enrolled on the day immediately prior to the eligibility date to receive LTD plan benefits. For participants who were not members of the IBEW union and whose eligibility date to receive LTD Plan benefits was after December 31, 2008, Supplemental Life Insurance, Spouse or Domestic Partner Life Insurance and Dependent Child Supplemental Life Insurance coverages may be continued by paying the required premiums, if enrolled on the day immediately prior to the eligibility date to receive LTD plan benefits. For participants who were members of the IBEW union and whose eligibility date to receive LTD Plan benefits was prior to January 1, 2012, no premium is required to continue Supplemental Life Insurance coverage, if enrolled on the day immediately prior to the eligibility date to receive LTD plan benefits. For participants who were members of the IBEW union whose eligibility date to receive LTD Plan benefits was after December 31, 2011, Supplemental Life Insurance, Spouse or Domestic Partner Life Insurance and Dependent Child Supplemental Life Insurance coverages may be continued by paying the required premiums, if enrolled on the day immediately prior to the eligibility date to receive LTD plan benefits.

## **DEFINITIONS**

### **Annual Base Salary**

Annual Base Salary is the insured person's annual base salary, before exercise of any salary reduction option, as of the time of the accident or death. It does not include overtime pay and premium pay.

### **Beneficiary**

In the event of your death, from any cause, your Employee Basic Life Insurance, Employee Basic AD&D Insurance, Employee Supplemental Life Insurance and Employee Supplemental AD&D Insurance, benefits will be paid to the Beneficiary(ies) you have designated. Your Beneficiary for Employee Supplemental Life Insurance and Employee Supplemental AD&D Insurance benefits, if any, is the same as your Beneficiary for Employee Basic Life Insurance benefits. You may designate anyone you wish as a Beneficiary, and you may change your Beneficiary at any time. You may change your Beneficiary online through PeopleSoft HR, Employee Self-Service or you may request a form by contacting the BSA Benefits Office at (631) 344-2559.

Each insured person must name a Beneficiary to whom the insurance benefits under this policy are payable. If more than one Beneficiary is named and if their interests are not specified, any surviving Beneficiaries will share equally.

If, at the death of an insured person, there is no named or surviving Beneficiary, the Insurance Company will pay the benefits to the executor or administrator of the insured person's estate. The Insurance Company may, at its option, pay the benefits to a surviving relative in the following order: Spouse or Domestic Partner, child, parent, sibling.

You are the Beneficiary for Spouse or Domestic Partner Supplemental Life Insurance, Spouse or Domestic Partner Supplemental AD&D Insurance (including payments made for dismemberment) and Dependent Child Supplemental Life Insurance.

Instead of naming a Beneficiary, you may elect to make an assignment of your Life and AD&D Insurance Plan benefits to your spouse or domestic partner or another designated person. When you assign your benefits to another person, you divest yourself of all ownership rights or interests including the right to change Beneficiaries.

You may obtain additional information and the necessary assignment form by contacting the BSA Benefits Office at (631) 344-2559.

## **Dependent**

A covered employee's lawful Spouse, including a legally separated Spouse; Domestic Partner and

A covered employee's unmarried children, age 15 days to 19 years old (or up to age 25 if the child is a full-time student).

A Domestic Partner's children or children for whom you have legal guardianship.

Children include the covered employee's own natural offspring, adopted children as of the legal effective date, stepchildren with the consent of a biological parent, and children who are full-time students as defined by the school being attended. A child will be considered adopted on the date of placement in the covered employee's home.

They also include children, who, on and after the date on which insurance would otherwise end because of the children's age, are continuously disabled. Continuously disabled means a child who is incapable of self-sustaining employment because of mental or physical disabilities and is chiefly dependent on the covered employee for support and maintenance or institutionalized because of mental or physical disabilities.

Dependent does not include a person who is an eligible employee or a member of the armed forces.

A Dependent called to active military duty cannot be covered for Spouse or Domestic Partner Life Insurance, Spouse or Domestic Partner AD&D Insurance and Dependent Child Life Insurance. The employee may re-enroll the Dependent for the applicable coverages within 30 days from the date of return from military duty. If electing a coverage amount for more than what was previously covered prior to the military duty, Evidence of Insurability will be required.

## **Evidence of Insurability**

Evidence of Insurability is required if:

- You enroll more than 90 days after you are first eligible for coverage.
- You were eligible for any coverage under the prior policy but did not enroll and later choose to enroll for that coverage under Lincoln Financial.

## **Expatriate Employees**

An employee is an “expatriate” employee if he or she is a citizen or legal resident of the United States living and working on temporary assignment outside of the United States, its territories and protectorates.

## **Insurance Company**

The Insurance Company is Lincoln Financial.

## **MISCELLANEOUS**

### **Changes in the Amount of Employee Basic Life Insurance, Employee Basic AD&D Insurance, Employee Supplemental Life Insurance, Employee Supplemental AD&D Insurance, Spouse or Domestic Partner Supplemental Life Insurance, Dependent Child Supplemental Life Insurance, and Spouse or Domestic Partner Supplemental AD&D Insurance**

Any change in the amount of your Employee Basic Life Insurance, Employee Basic AD&D Insurance, Employee Supplemental Life Insurance and Employee Supplemental AD&D Insurance coverages due to a change in your Annual Base Salary will become effective on the date your Annual Base Salary changes. If you are not in active employment on that date, the increase or decrease will become effective after you return to active employment for one full day.

You may change your Employee Supplemental Life Insurance, Spouse or Domestic Partner Supplemental Life Insurance, Dependent Child Supplemental Life Insurance, Employee Supplemental AD&D Insurance, and Spouse or Domestic Partner Supplemental AD&D Insurance coverages at any time online through PeopleSoft HR, Employee Self-Service.

If the Employee Supplemental Life Insurance and/or Employee Supplemental AD&D Insurance is decreased by the employee, the Spouse or Domestic Partner Supplemental Life Insurance and/or Spouse or Domestic Partner Supplemental AD&D Insurance must also decrease in conjunction with the employee insurance. The amount of Spouse or Domestic Partner Supplemental Life Insurance or Spouse or Domestic Partner Supplemental AD&D Insurance cannot exceed the total amount of Employee Basic Life Insurance plus Employee Supplemental Life Insurance or Employee Basic AD&D Insurance plus Employee Supplemental AD&D Insurance.

You must be approved for increased Employee Supplemental Life Insurance and/or Spouse or Domestic Partner Supplemental Life Insurance coverage by the Insurance Company before the increase in coverage will become effective on the date of such approval. You will be required to pay the applicable premiums. Employee Supplemental Life Insurance and Spouse or Domestic Partner Supplemental Life Insurance coverage cannot be increased without approval

by the Insurance Company. Employee Supplemental AD&D Insurance and Spouse or Domestic Partner Supplemental AD&D Insurance increases are not subject to approval by the Insurance Company.

### **Certificate of Insurance**

Information regarding the Plan can be obtained by referring to the Certificate of Insurance at <https://www.bnl.gov/hr/Benefits/docs/required/Life-Insurance-Cert-2018.pdf> or you may request a copy by contacting the BSA Benefits Office at (631) 344-2559.

In the event any of this information contained herein conflicts with Lincoln Financial's Certificate of Insurance, the terms of Lincoln Financial's Certificate of Insurance shall govern.

### **Leave of Absence**

If you are on an approved Leave of Absence, you may continue Plan coverage during the term of the approved leave from the starting date of your leave by paying the required active employee premiums.

Continuation of insurance is not allowed while on leave for other employment when (1) the other employer offers coverage or (2) the other employer is an agency or prime contractor of the federal government that will cover the employee under its insurance program.

The maximum continuation of insurance while on an approved Leave of Absence is 24 months.

When an employee is on an approved Leave of Absence for active military service, coverage(s) continue by paying the required premiums. However, as specified in the AD&D Insurance Benefits section under Exclusions, when the injury or loss is due to a result of war, declared or undeclared or any act of war, the AD&D benefits will not be payable.

### **TERMINATION OF COVERAGE**

Life Insurance and AD&D Insurance Plan coverage will cease on the earlier of:

- The date your employment terminates;
- The date you are no longer eligible for coverage or the policy no longer insures your class;
- The date you are no longer actively at work;
- The date any required premium payment is due but is unpaid; or
- The date the Employer discontinues the Plan.

If you die within 31 days after coverage ceased, the benefit amount will still be paid if the claim is approved.

You may be able to continue your coverage beyond the date it would otherwise terminate. See the "Conversion" section.

You also may be able to continue your coverage if you are disabled. See the "Premiums for Participants Receiving Long Term Disability Plan Benefits Who Are Terminated from Employment" section.

## CONVERSION

If coverage under this Plan ends, you have the right to convert the coverage to an individual conversion policy.

The following coverages are eligible for conversion:

- Employee Basic Life Insurance;
- Employee Supplemental Life Insurance;
- Spouse or Domestic Partner Supplemental Life Insurance; and
- Dependent Child Supplemental Life Insurance.

It is the employee's responsibility to contact Lincoln Financial directly to convert the Dependent Child Supplemental Life Insurance in the month when the child reaches age 19 (or age 25 if a full-time student). Employees will have only 31 days to convert this coverage to an individual policy from the date the child turns age 19 or age 25 if a full-time student. The Lincoln Financial customer service phone number is (888) 287-8494, select option 2.

You are entitled to convert to an individual policy only if:

- Your insurance ceases because you are no longer in active employment or no longer eligible for life insurance;
- Your insurance ceases or is reduced because of retirement or age or a reduction in the employee's annual salary;
- Your insurance is reduced due to a change in your class or amendments of the policy; or
- The policy is canceled for your class of employees;
- Your long-term disability benefits that you have been receiving have ended or you have reached normal retirement age.

You will not have the right to convert to an individual policy if your insurance ceases because of your failure to pay premiums. No medical examination will be required, but you must submit a completed application form and pay the premium for this conversion coverage to the Insurance Company within 31 days from the date your coverage terminates. Lincoln Financial will mail you the necessary conversion application form directly. If you do not receive the conversion application, contact Lincoln Financial at (888) 287-8494, select option 2. See above for the conversion process for Dependent Child Supplemental Life Insurance.

The conversion option is only applicable to participants with a U.S. address.

## GENERAL INFORMATION

<b>Name of Plan:</b>	Brookhaven Science Associates, LLC Comprehensive Welfare Benefits Plan
<b>Type of Benefit:</b>	This benefit is a welfare plan that offers Employee Basic, Employee Supplemental, Spouse or Domestic Partner Supplemental, and Dependent Child Supplemental Life Insurance coverage and Employee Basic, Employee Supplemental, and Spouse or Domestic Partner Supplemental Accidental Death and Dismemberment benefits.
<b>Name, address, and telephone number of the Plan Sponsor and Plan Administrator:</b>  The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. Benefits under the Plan shall be paid only if the Plan Administrator, or it delegate, in its sole discretion determines that a Participant is entitled thereto. The Plan Administrator has delegated the discretionary authority to make benefit determinations to the Third Party Administrator.	Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000 (631) 344-8000
<b>Agent for Service of Legal Process:</b>	General Counsel Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000
<b>Plan Sponsor's federal tax identification number:</b>	11-3403915
<b>Plan Number:</b>	501
<b>Plan Year:</b>	January - December
<b>Type of Funding:</b>	This benefit is insured by Lincoln Financial.
<b>Source of Funds:</b>	This benefit is paid for by a combination of employer and employee premiums.

<b>Type of Administration:</b>	Lincoln Financial provides claims administration and other services through an insurance policy.
<b>Benefit and Claims Administrator:</b>	Lincoln Financial PO Box 7211 London, KY 40742-7211 (800) 210-0268

### **PRIVACY OF INFORMATION**

Your protected health information will not be disclosed without your written authorization, unless such disclosure is permitted by law. Protected health information is individually identifiable information that is maintained relating to the provision of your health care, such as your medical records, claims payment information, and health care visit and treatment patterns.

### **YOUR RIGHTS UNDER ERISA**

As a participant in the plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

#### **Receive Information About Your Plans and Benefits**

- Examine without charge, at the Plan Administrator’s office, all documents governing the plan, including insurance contracts, collective bargaining agreements, and copies 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 Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### **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 plans. 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 benefit or exercising your right 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 from the plan and do not receive them within 30 days, you may file suit in 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 Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof, concerning the qualified status of a domestic relations order or medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan'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 that your claim is frivolous.

## **Assistance With Your Questions**

- If you have any questions about your plans, 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 the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., 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.

**This information is intended to provide only a summary of BSA's benefits program. Nothing contained herein should be construed as a promise of employment or continued employment, or to constitute contractual obligations. If questions arise, official plan documents and insurance agreements are controlling and govern final determination of benefits consistent with applicable laws and regulations.**

**Addendum to the  
Brookhaven Science Associates, LLC  
Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance Plan  
Summary Plan Description**

**Extension of Deadlines Due to COVID-19 Emergency**

**01-01-2022**

In accordance with joint guidance issued by the Department of Labor and Internal Revenue Service regarding the COVID-19 National Emergency, you have additional time to take certain actions available under the Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance Plan during the “Outbreak Period.” The Outbreak Period is the period from March 1, 2020 (the start of the COVID-19 National Emergency) and ending 60 days after the end of the National Emergency. These actions include:

- Filing a claim for benefits (page 6 of the SPD)
- Appealing a claim denial (page 6 of the SPD)

Your extended deadline for taking either of the above actions is measured from the earlier of:

- One year from the original start date; or
- 60 days after the announced end of the COVID-19 National Emergency.

Your extended deadline will not, however, be more than 1 year after the original deadline.

Example: Assume your 60-day period to appeal a claim denial would (but for the COVID-19 National Emergency) start on January 1, 2021 and end on March 2, 2021. Under this special extension, your 60-day appeal period does not start running until the earlier of January 1, 2022 or 60 days after the end of the COVID-19 National Emergency. The latest date your appeal will be due, however, is one-year from the original deadline (March 2, 2022 in this example).

If you have concerns about this Addendum or meeting an applicable deadline due to the COVID-19 National Emergency, please contact Brookhaven Science Associates, LLC, to determine if an extension may be available to you.

Brookhaven National Laboratory  
PO Box 5000  
Upton, NY 11973-5000  
(631) 344-8000