## **Assurant Pension Plan**

Summary Plan Description

2022

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## ABOUT THIS PUBLICATION

The body of this Summary Plan Description explains the Assurant Pension Plan (the "Plan") in its current form. However, if you accrued a benefit under the Plan before Jan. 1, 2001 or you accrued a benefit in a plan of a prior employer that was merged into the Plan, please refer to the *Appendix* to determine if different rules apply to you. This symbol ◆ informs you that further details appear in the *Appendix*.

Throughout this guide, we use certain terms that have specific meanings to the Plan. These terms will appear in **bold**, **italic** type the first time they are used in a paragraph and are defined in the *Glossary* rather than in the body of this guide.

This is a Summary Plan Description. It is a simplification of complex legal documents. If a conflict exists between this Summary Plan Description and the official Plan documents, the official Plan documents will control. *Participants* and *beneficiaries* should not rely on any oral description of the Plan; the written terms of the Plan will always govern. This Summary Plan Description does not constitute an employment contract between you and an *Employer*. You may examine or obtain a copy of the official Plan documents from the People Experience Center.

# **INTRODUCTION**

#### A Wealth of Possibilities Can Be Yours with the Assurant Pension Plan

The Assurant Pension Plan can be the foundation of your future financial security.

You pay nothing — your benefit is paid entirely by the *Company*. Your benefit is based on your years of *credited service* and *annual compensation*. If you are vested when you *terminate employment*, you have a right to your benefit.

## HISTORY OF THE PLAN

The Plan has been in existence since July 1, 1983. Originally, the Plan was called the AMEV Holdings, Inc. Employees' Uniform Retirement Plan. Effective as of Jan. 1, 1989, the Plan was renamed the Fortis, Inc. Employees' Uniform Retirement Plan. Effective as of Jan. 1, 2001, the Plan was renamed the Fortis Pension Plan, and, effective as of Feb. 4, 2004, the Plan was renamed the Assurant Pension Plan.

## **Merged Plans**

The following retirement plans or benefits have been merged into the Plan:

- American Bankers Insurance Group, Inc. (ABIG) and its affiliates maintained the American Bankers Insurance Group, Inc. Retirement Plan (the ABIG Plan).
   Effective Dec. 1, 1999, the ABIG Plan was merged into the Plan to create a single plan, but until Dec. 31, 2000, each plan retained distinct benefit structures and separate plan documents.
- John Alden Life Insurance Company and its affiliates maintained the John Alden Retirement Plan (the "John Alden Plan"), which was frozen on Dec. 31, 1998. The John Alden Plan was merged into the Plan as of Dec. 1, 1999.
- Mutual Benefit Life Insurance Company maintained the Mutual Benefit Life Retirement Plan for Employees. The accrued benefits of the MBL Transferring Employees (as defined in the Mutual Benefit Life Insurance Company Retirement section of the *Appendix*) were transferred into the Plan. This transfer occurred within a certain period of time following the closing date of the acquisition by Fortis, Inc. of certain assets of Mutual Benefit Life Insurance Company in Rehabilitation.
- The St. Paul Companies, Inc. maintained the St. Paul Companies, Inc. Employees' Retirement Plan. The accrued benefits and assets attributable to those benefits for the St. Paul Transferring Employees (as defined in the St. Paul Companies, Inc. section of the *Appendix*) were transferred into the Plan as of Jan. 1, 1985.

During 2000, each active *Pre-2001 Plan participant* was given the choice of continuing to have his or her benefits calculated under the applicable *Pre-2001 Plan* formula or having his or her benefits determined under a new *pension equity formula*. Anyone who joins (or rejoins) the Plan after Dec. 31, 2000 will have his or her benefits determined under the pension equity formula.

Note: If you were a Plan *participant* on Dec. 31, 2000, and have been continually employed since your initial date of hire, your benefit will never be less than it was under the *Pre-2001 Plan* from your date of participation in the Pre-2001 Plan through Dec. 31, 2000.

This guide outlines the features of the *pension equity formula*. If your benefit is determined under one of the *Pre-2001 Plan* formulas or you accrued a benefit under a plan that was merged into the Plan, your benefit may be subject to different rules from those outlined in the body of this guide. **Provisions that may be different are marked with this symbol** ◆ and are explained in the *Appendix*.

## **ELIGIBILITY**

Effective as of the end of the day Feb, 29, 2016, Assurant froze the Pension Plan for all U.S. and Puerto Rico employees. This means that no additional benefits will be earned after Feb. 29, 2016, although employees will retain vested benefits earned up to that date. *Vesting Service* will continue to accrue for active participants even after the freeze date for purposes of meeting the three-year vesting requirement as long as they remain employed with Assurant.

Prior to this date, Assurant maintained the Plan for active employees who were hired or rehired before Jan. 1, 2014. *Temporary* or *leased* employees are not eligible to participate in the Plan.

Assurant closed the Plan effective Jan. 1, 2014 for the following groups:

- New hires or rehires with hire dates that were effective on or after Jan. 1, 2014.
- Employees who were part on an international transfer occurring on or after Jan. 1, 2014
- Employees with a status change from "temporary to hire" or "leased to hire" on or after Jan. 1, 2014.
- Employees who join Assurant through an acquisition occurring on or after Jan. 1, 2014.

Your eligibility to participate in the Plan depends on many factors, including whether you work for an *Affiliate* that sponsors the Plan, your age and the *hours of service* you have earned.

#### Who Can Participate

You are eligible to participate in this Plan if:

- You are an eligible employee of an Employer, and
- Are at least 21 years of age, and
- Have completed one year of *eligibility service*.
- Refer to the *Appendix* for the special rules for merged plans.

An eligible employee cannot become a *participant* after Feb. 29, 2016.

## When You Can Participate

You do not have to enroll. You automatically join the Plan on the Jan. 1 or July 1 coinciding with, or immediately following, the date on which you meet the Plan's eligibility requirements.

#### Example 1:

Emma was born on March 22, 1976. She was hired as a full-time salaried *employee* on July 10, 2009. Emma became a participant in the Plan on Jan. 1, 2011.

#### Example 2:

Tyler was born Feb. 4, 1990. He was hired as a full-time salaried *employee* on Jan. 2, 2009. Tyler did not reach age 21 until Feb. 4, 2011. If he had reached age 21, he would have entered the Plan on July 1, 2010. However, he entered the Plan on July 1, 2011.

#### **Eligibility to Choose Benefit Formula**

If you were an active *participant* in the *Pre-2001 Plan* on Dec. 31, 2000, you had the opportunity to make the following choice:

- Continue to have your benefit determined under the *Pre-2001 Plan*, as applicable, or
- Have your benefit determined under the *pension equity formula*.

You had until Dec. 15, 2000 to make your election. If you did not make a choice before the deadline, your benefit is determined under the applicable *Pre-2001 Plan*.

Benefits for *eligible employees* who were not *participants* in the *Pre-2001 Plan* on Dec. 31, 2000 or who were rehired on or after Jan. 1, 2001 are determined under the *pension equity formula*.

#### **Special Circumstances Affecting Eligibility**

## **Transferring Between Affiliates**

If you transfer from an *Affiliate* that has not adopted the Plan to an *Employer* that has adopted the Plan, your service with the Affiliate before it was acquired by the *Company* will not count toward your meeting the eligibility requirements of this Plan.

## NAMING YOUR BENEFICIARY

At various points throughout your career, it is a good idea to assess whether you should change your *beneficiary*. If you would like to make a change, you can update your beneficiary information in Workday. Login to Workday, select Benefits application, then Change Benefits. On the change benefits screen, select Pension Beneficiaries from the drop down under Benefit Event Type and enter the effective date. After you submit, click on Open to add your beneficiaries. Once you've completed and submitted these tasks, a confirmation screen with your updated beneficiaries will be displayed. You will have the opportunity to print a copy of your updated beneficiaries.

If you are a terminated employee and have a change in beneficiary, you should request a Pension Beneficiary Designation Form from the People Experience Center.

#### If You Are Married

If you are married, your *spouse* automatically will be your *beneficiary*. If you would like to name someone other than your spouse as your beneficiary, you will need your spouse's written notarized consent, and you will need to submit the completed beneficiary form, with your spouse's consent, to the People Experience Center.

If you name a *beneficiary* other than your *spouse* before you turn age 35, your prior election will become void on Jan. 1 of the year in which you turn 35. This means that your spouse automatically will become your beneficiary again on Jan. 1 of the year in which you turn 35. If you wish to continue having a non-spouse beneficiary, then you must submit a new beneficiary form with your spouse's written notarized consent to the People Experience Center.

If your designated *beneficiary* dies before you do and you haven't named a *contingent beneficiary*, all benefits payable from the Plan upon your death will be paid out in the following order:

- Your surviving *spouse*,
- Your surviving children in equal shares,
- Your parents in equal shares, or
- Your estate.

#### If You Are Not Married

If you are not married and you do not make a *beneficiary* designation, all benefits payable from this Plan upon your death will be paid out in the following order:

• Your surviving children in equal shares,

- Your parents in equal shares, or
- Your estate.

# EARNING SERVICE AND HOW YOUR SERVICE IS USED

Throughout this guide, you will see references to *credited service* and *vesting service*. To understand how your benefit under the Plan is determined and when you become entitled to receive the benefit, you must first understand how credited service and vesting service work.

#### **Credited Service**

*Credited service* is used to determine the amount of your benefit. After you become a *participant* in the Plan, you earn a year of credited service for every *Plan Year* in which you earn at least 1,000 *hours of service*, beginning with the year in which you become eligible. This is called the "hours counting" method of crediting service. Credited service was frozen as of Feb. 29, 2016.

You earn 95 *hours of service* for each semi-monthly pay period in which you receive eligible *compensation*.

#### Example 1:

Rebecca was hired as a full-time salaried *employee* on Feb. 12, 2007, and became a *participant* in the Plan on July 1, 2008. Rebecca earned one year of *credited service* for the 2008 *Plan Year* ((24 pay periods (from Jan. 1 through Dec. 31) x 95 hours = 2,280 hours)).

If you have completed a year of *eligibility service* but have not attained age 21, you will become a *participant* in the *Plan* on the Jan. 1 or July 1 (whichever is earlier) that coincides with, or immediately follows, your 21<sup>st</sup> birthday. Upon becoming a participant, you will earn *credited service* for any *Plan Year* during which you completed at least 1,000 *hours of service*, starting on the Jan. 1 or July 1 on which you would have become a participant if the Plan did not have the age 21 eligibility requirement.

#### Example 2:

Alexis was born Aug. 9, 1987 and was hired as a full-time salaried *employee* on Jan. 2, 2006. If Alexis had attained age 21, she would have entered the Plan on July 1, 2007. Since Alexis did not attain age 21 until Aug. 8, 2008, she did not become a participant in the Plan until Jan. 1, 2009. However, Alexis will receive a year of *credited service* for 2007 (because she was credited with more than 1,000 *hours of service* during the period from July 1, 2007 through Dec. 31, 2007) and a year of credited service for 2008 (because she was credited with more than 1,000 hours of service during the 2008 *Plan Year*).

You cannot earn more than one year of *credited service* during any *Plan Year*. In other words, if you earn more than 1,000 *hours of service* during the year, you still earn only one year of credited service.

♦ Refer to the *Appendix* for the special rules on *credited service* under the *Pre-2001 Plan* and the merged plans.

## **Vesting Service**

*Vesting service* is used to determine when you earn a non-forfeitable right to your benefit.

You start earning *vesting service* when you are first employed by an *Affiliate*. You earn a year of vesting service for each **Plan Year** in which you earn at least 1,000 *hours of service* with an Affiliate. This is called the "hours counting" method. Vesting Service will continue to accrue for active participants even after the freeze date for purposes of meeting the three-year vesting requirement.

Upon earning three years of *vesting service*, you become 100 percent vested in your Plan benefit.

You will be 100 percent vested if you *terminate employment* due to *total disability* or death before you meet the *vesting service* requirements. Otherwise, if you're not 100 percent vested when you terminate employment, you are not entitled to a benefit from the Plan.

◆ Refer to the *Appendix* for the special rules on vesting service under the *Pre-2001 Plan* and the merged plans.

## CALCULATING YOUR BENEFIT

The following describes how your benefit is determined under the *pension equity formula*. This formula is used to calculate your Plan benefit if:

- You were a *participant* in the *Pre-2001 Plan* on Dec. 31, 2000, and you elected to have your benefit determined under the *pension equity formula*,
- You first become a *participant* in the Plan after Dec. 31, 2000, or
- You are rehired on or after Jan. 1, 2001.
- ◆ Refer to the *Appendix* if your benefit is determined under the *Pre-2001 Plan* or a merged plan.

## **Pension Equity Formula**

The lump sum value of your benefit is based on:

Your accumulated annual accrual credits x your final average earnings

Annual accrual credits are measured in percentages and increase as you reach certain credited service milestones:

FOR EACH YEAR OF	ANNUAL ACCRUAL CREDIT
CREDITED SERVICE	(PERCENTAGE EARNED)
Years 1- 10	3%
Years 11-20	6%
Years 21-30	9%
Over 30 Years	12%

Credited service was frozen as of February 29, 2016.

#### Example 1:

If Rachel terminates with 14 years of *credited service*, her accumulated *annual accrual credits* will be 54% (10 years of credited service x 3% = 30% plus 4 years of credited service x 6% = 24%). If Rachel's *final average earnings* are \$40,000, her lump sum benefit will be \$21,600 (\$40,000 x 54%).

#### Example 2:

Jack was originally hired on Jan. 2, 2001 and *terminated employment* on May 2, 2009. He was later rehired on June 2, 2012 and terminated employment on March 31, 2016. Jack never received a lump sum payment from the Plan. The following is Jack's compensation history:

```
2001 - $26,500
2002 - $28,000
2003 - $32,917
2004 - $35,657
2005 - $49,190
2006 - $50,000
2007 - $51,000
2008 - $53,000
2009 - $22,250
2010 - $0
2011 - $0
2012 - $29,000
2013 - $61,000
2014 - $63,000
2015 - $66,000
2016 - $11,000
```

For purposes of determining Jack's *final average earnings*, the Plan will use his highest five consecutive complete years of compensation during the last 10 consecutive calendar years preceding the last termination. The first and second periods of employment are considered consecutive years when looking at the last 10 years.

Jack's *final average earnings* will be \$58,800 (an average of his 2007, 2008, 2013, 2014, and 2015 compensation.) If Jack *terminates employment* with 11 years of *credited service*, his accumulated annual accrual credits will be 36% (10 years of credited service x 3% = 30% plus 1 year of credited service x 6% = 6%), and his lump sum benefit will be \$21,168.

#### **Benefit Determination**

A benefit calculated under the *pension equity formula* is expressed as an immediate lump sum. Your benefit will be the greater of:

- Your benefit calculated under the *pension equity formula*, or
- The lump sum value that is *actuarially equivalent* to your frozen *accrued benefit* as of Dec. 31, 2000.

Your lump sum benefit may be converted to one of the optional forms of payment by using the conversion factors defined in the Plan. The section, *Receiving Your Plan Benefits*, describes the optional forms of payment. All optional forms of payment are *actuarially equivalent* to one another.

## TOTAL DISABILITY

If you are *totally disabled*, you have two options under the Plan. You can:

- Continue to earn *credited* and *vesting service* under the Plan, or
- Receive your Plan benefit.

#### **Continue to Earn Annual Accrual Credits**

You will no longer earn *credited service* beyond the earlier of:

- Feb. 29, 2016
- The date you no longer are receiving disability payments from either Assurant's LTD Plan or the Federal Social Security Act, or
- The date of your death

Vesting service under the Plan continues until the earlier of:

- The date you no longer are receiving disability payments from either Assurant's LTD Plan or the Federal Social Security Act, or
- The date of your death

#### **Receive Your Plan Benefit**

You can receive your disability retirement benefit on any date you elect, but no later than your *normal retirement date*.

If you elect to receive your benefit, you will no longer earn additional *credited* and *vesting service* under the Plan. In addition, your benefit under the *Company's* long term disability plan will be offset by your distribution from the Plan, unless you elect the lump sum option and directly roll over your payment to an *IRA*.

## **Calculation of Your Disability Retirement Benefit**

Your disability retirement benefit will be the greater of:

- 1) Your benefit assuming you continued to earn *credited service* for each *Plan Year* you were *totally disabled* until the earliest of:
  - a) Feb. 29, 2016
  - b) The date you are no longer are receiving disability payments from either Assurant's LTD Plan or the Federal Social Security Act, or
  - c) The date of your death

- 2) Your accrued benefit as of Dec. 31, 2000 determined under the applicable *Pre-2001 Plan*.
- ♦ Refer to the *Appendix* for the rules under the *Pre-2001 Plan* and the merged plans.

Disability benefits are determined in the same manner as your normal retirement benefit. To determine your *final average earnings*, your *annual compensation* is based on the greater of your annual compensation for the *Plan Year* in which you became *totally disabled* or the annual compensation for the Plan Year immediately prior to the year you became totally disabled. This compensation will be indexed at a rate of 4 percent per year up to the earliest of:

- Feb. 29, 2016
- The date you are no longer are receiving disability payments from either Assurant's LTD Plan or the Federal Social Security Act, or

## **Distribution Options**

Refer to the section titled *Receiving Your Plan Benefits* for a list of distribution options.

### **Total Disability While Performing Military Service**

If you become *totally disabled* while performing qualified military service (as defined in Section 414(u) of the Code), you will be treated as if you had been reemployed by an *Employer* on the day preceding your total disability and then to have terminated employment on the date of your total disability.

## **DEATH BENEFITS**

The Plan provides a death benefit to your *beneficiary* if you die:

- While actively employed, or
- After you *terminate employment* with a vested benefit, but prior to commencing your Plan benefit.

If you die while performing qualified military service, you will be considered to have died while actively employed for this purpose.

This section describes the death benefits under the *pension equity formula*.

◆ Refer to the *Appendix* for a description of the death benefits under the *Pre-2001 Plan* and the merged plans.

If you die after your benefit payments begin, then your *beneficiary* will only be entitled to that death benefit, if any, that is payable in accordance with the form of payment that is in effect at the time of your death. For example, if you elected to receive your Plan benefit as a 10-year certain and life annuity and you die 12 years after benefits commence, then no benefits are payable to your beneficiary. However, if you died 5 years after the benefit commences, your beneficiary will receive payments for another 5 years.

#### **Benefit Calculation**

If you die while actively employed or after you *terminate employment* with a vested benefit, your *beneficiary* is entitled to receive a "pre-retirement survivor annuity" equal to 100 percent of the monthly retirement income you would have received if you had retired on the day before your death and elected to receive you benefits in the form of a joint and 100 percent survivor annuity with your beneficiary as your joint annuitant. Alternatively, your beneficiary can elect to receive 100 percent of your *pension equity balance*. The benefit will be calculated using your *final average earnings* and *credited service* as of your date of death.

If you die while actively employed, the People Experience Center will contact your *beneficiary* regarding the distribution of your Plan benefit. If you die after you terminate employment but before your Plan benefit begins, your beneficiary must contact the People Experience Center to receive the paperwork necessary to commence the benefit.

♦ Refer to the *Appendix* regarding death benefits under the *Pre-2001 Plan* and the merged plans.

## **Distribution Options**

Death benefits are payable as either a lump sum or a life annuity. A lump sum is one single payment of the entire Plan benefit. A life annuity is a monthly retirement income that is payable for the rest of your *beneficiary's* life. Payments end when your beneficiary dies.

The benefit will be paid as soon as administratively feasible after your death. However, if your *spouse* is the *beneficiary*, he or she can elect to postpone commencement of the benefit but not beyond what would have been your *normal retirement date*. If your spouse chooses to postpone commencement of the benefit and dies before the benefits start, the Plan will <u>not</u> pay a benefit.

If your *spouse* is your *beneficiary* and he or she elects to receive the benefit as a lump sum, your spouse has the option of rolling over the distribution. Further details can be found in the "Special Tax Notice Regarding Plan Payments" that will be distributed (together with the applicable distribution paperwork) when your beneficiary elects to commence his or her benefit.

If you name a *beneficiary* other than your *spouse* before you turn age 35, your prior election will become void on Jan. 1 of the year in which you turn 35, meaning that your spouse automatically will become your beneficiary again. If you wish to continue having a non-spouse beneficiary, then you must submit a new spousal consent form with your spouse's written notarized consent.

## **Death While Performing Military Service**

If you die while performing qualified military service (as defined in Section 414(u) of the Code), you will be treated as if you had been reemployed by an *Employer* on the day preceding your death and then to have terminated employment on the date of your death.

## LEAVES OF ABSENCE

There are several types of *leaves of absence*. (See the Employee Handbook for more information about leaves of absence.) The type and the length of your leave may have an impact on your benefits under the Plan.

## **Non-military Leaves of Absence**

Non-military *leaves of absence* include leaves such as disability, Family and Medical Leave Act and personal leaves.

#### Eligibility, Vesting and Credited Service

You will continue to earn up to 501 *hours of service* toward eligibility, *vesting service* and *credited service* during any period in which you are on a paid *leave of absence*.

If the employee is still on a paid *leave of absence* after the maximum of 501 *hours of service*, additional service time will not accrue. However, although no additional hours are being accrued, any eligible compensation earned after the hours stop accruing will still be considered for *final average earnings*.

Time spent on a paid leave of absence does not count toward a break in service as long as the employee resumes employment immediately after the leave of absence ends.

If you terminate due to *disability*, you will continue to accrue *vesting* until your *disability retirement date*. In addition, you will be 100 percent vested in your *accrued benefit*. You will earn *credited service* until the earlier of:

- Feb. 29, 2016
- The date you no longer are receiving disability payments from either Assurant's LTD Plan or the Federal Social Security Act, or
- The date of your death

#### **Military Leave of Absence**

Special provisions may apply if you go on an *authorized leave of absence* due to service in the United States armed forces. To be eligible for these special provisions, you must return to work for an *Employer* within the period allowed under Uniformed Services Employment and Reemployment Rights Act of 1994.

If your *leave of absence* extends for more than five years, no special provisions apply and your *employment* will be terminated.

## Eligibility, Vesting and Credited Service

Your *leave of absence* while serving in the armed forces, up to five years, will apply toward eligibility, *vesting service* and *credited service*.

## TERMINATION OF EMPLOYMENT

Under the *pension equity formula*, you (or your *beneficiary*) will receive 100 percent of your vested Plan benefit if you *terminate employment* for any reason (including retirement).

In many cases, you can choose the commencement date and form of payment of your Plan benefit.

If you are not vested in your Plan benefit, you are not entitled to receive a benefit from this Plan.

◆ Refer to the *Appendix* for information on the special rules under *Pre-2001 Plan* and the merged plans.

## **Termination of Employment (Including Retirement)**

When you *terminate employment* for any reason (including retirement), the People Experience Center will mail a package to your home (or, if applicable, to your *beneficiary*) approximately 45 days after your last day of active employment. This package will include your benefit calculation, an Assurant Pension Plan Benefit Election Form, and instructions on completing the form.

## RECEIVING YOUR PLAN BENEFITS

#### Filing for Plan Benefits

You will receive a pension package containing information about your benefits and instructions for completing the paperwork. This package will include:

- Calculation of your pension benefit, including amounts payable under each of the forms of payment available to you,
- A Notice of Assurant Pension Plan Benefits describing the different distribution options available under the Plan (if applicable),
- An Assurant Pension Plan Benefit Election Form,
- A Special Tax Notice Regarding Plan Payments,
- A Direct Deposit Form (if applicable),
- A Form W-4P (Withholding Certificate for Pension or Annuity Payments) (if applicable), and
- A State Tax Withholding Form (if applicable),
- An Assurant Relative Value Form,
- PPA Deferral Notice.

In most cases, the Assurant Pension Plan Benefit Election Form must be completed and returned to the People Experience Center for processing before your benefits can begin (see below for details). If the present value of your benefit is greater than \$1,000, you must also provide proof of age for you and, if applicable, your *beneficiary*. Proof of age includes a copy of a birth certificate, driver's license, or passport.

If you are married and you do not elect a joint and survivor form of payment with your *spouse* as your *beneficiary*, your spouse must sign the Spouse Waiver section of the Benefit Election Form. Your spouse's signature must be witnessed by a notary public, who must complete and sign the notary block on the form, or by an authorized plan representative, or by means of an independent authentication deemed acceptable by the Company.

If you defer receipt of your pension benefit and later decide to begin payment, you must notify the People Experience Center in writing at least 30 but not more than 90 days before you want your Plan benefit to begin. Your letter should include your name, the date you want the payments to begin, your Social Security number, your *beneficiary's* date of birth, and your termination date. Revised benefit calculations and forms will then be mailed to you. You will need to complete these forms as described above in order to commence your pension benefit.

The Plan provides protection for your *spouse/beneficiary* in the event you die before your benefit payments begin. Please refer to the section titled *Death Benefits* for a description of these benefits.

It is your responsibility to keep the People Experience Center advised of any changes in your mailing address, your marital status and any other matters that may affect your benefits under the Plan.

#### Present Value of \$1,000 or Less

If the present value of your vested benefit is \$1,000 or less, you can:

- Request a lump sum cash distribution, or
- Request a rollover of your distribution to an eligible employer plan, an *IRA*, or a Roth IRA. (This option is only available if the present value of your benefit is \$200 or more.)

If the People Experience Center does not receive your completed Assurant Pension Plan Benefit Election Form within 60 days from the date it is mailed to you, your benefit will automatically be distributed to you as a lump sum cash distribution with the applicable taxes withheld.

## Present Value Greater than \$1,000 but not More than \$5,000

If the present value of your vested benefit is greater than \$1,000 but not more than \$5,000, you can:

- Request a lump sum cash distribution,
- Request a rollover of your distribution to an eligible employer plan, an *IRA*, or a Roth IRA.
- Defer payment

## Present Value of More than \$5,000

If the present value of your vested benefit is greater than \$5,000, you can:

- Request any distribution option outlined below (with your *spouse*'s written, notarized consent, if applicable), or
- Defer payment until later (later of your termination or attainment of age 65).

#### **Taxes on Distributions**

When you (or your *beneficiary*) receive a distribution from the Plan, you (or your beneficiary) may have to pay federal income tax on the distribution. In some cases, state and local taxes will also be due.

A lump sum cash distribution is subject to mandatory 20 percent federal tax withholding at the time it is distributed. Depending on your income tax bracket, you may owe even more in taxes when you file your income tax return for the year. Also, you may have to pay an additional 10 percent excise tax if you receive a distribution before age 59 ½.

You can continue to defer taxes on your distribution if you roll it over into an *IRA* or an eligible employer plan. You can also roll over your distribution to a Roth IRA. In order to be eligible for rollover, your benefit must be \$200 or more and paid as a lump sum. You will not owe taxes on a distribution you roll over to an IRA or an eligible employer plan until you take the money out of the IRA or eligible employer plan.

If your surviving *spouse* is your *beneficiary*, he or she also can choose to roll over the distribution into an *IRA* or an eligible employer plan. If your beneficiary is someone other than your surviving spouse, your beneficiary can elect a direct trust-to-trust transfer to an IRA or an individual retirement annuity that is established for the purpose of receiving the distribution from the Plan.

You will receive more information about withholding and taxes when you are ready to receive a distribution.

#### Tax Advice

The discussion of taxes above is only meant as guidelines and is not intended to be tax advice. The tax laws are very complex and continually changing. You may wish to speak with a tax advisor about your particular situation.

#### **Distribution Options**

## Normal Forms of Payment

If you are married, the normal form of payment is a joint and 50 percent survivor annuity, unless you (with your *spouse*'s written, notarized consent) elect otherwise.

If you are not married, you will receive your Plan benefit as a life annuity unless you elect an optional form of payment.

#### **Life Annuity**

This form of payment provides you with a monthly payment for your lifetime only. All payments cease upon your death.

#### Joint and 50 percent Survivor Annuity

This form of payment provides you with a reduced monthly payment for your lifetime. Upon your death, your *spouse*, if living, will receive 50 percent of your monthly payment for his or her lifetime.

This option is *actuarially equivalent* to the life annuity option.

♦ Refer to the *Appendix* for the normal form of payment if you are a married employee whose benefit is determined under the *Pre-2001 Plan* or a merged plan.

#### **Optional Forms of Payment**

In addition to the normal forms of payment described above, there are other optional forms of payment. All optional forms are *actuarially equivalent* to the life annuity. If you are married, you cannot elect an optional form of payment or name someone other than your *spouse* as your *beneficiary* without your spouse's written, notarized consent.

If you elect an optional form of payment, you can change your mind and elect a different form any time before your Plan benefit begins (with your *spouse*'s consent, if required).

If you elect an optional form of payment at a time when you are not married, your election will no longer be valid if you marry before benefits begin. You will have to receive your new *spouse*'s written notarized consent to maintain your prior election. Further, if you elect an optional form of payment that your spouse consents to, your election will be void if you remarry *before* your benefit payment begins. If your election no longer is valid for these reasons, you will receive your benefit in the normal form of payment that applies to your marital status at the time the benefit begins.

#### **Lump Sum**

This form of payment provides you with an *actuarially equivalent* lump sum payment in lieu of monthly payments. The lump sum payment represents the full value of your benefit payable under the Plan and no future benefits will be payable to you.

♦ Refer to the *Appendix* for limitations on lump sum distributions if your benefit is determined under the *Pre-2001 Plan* or a merged plan.

#### Period Certain and Life Annuity (5, 10 or 15 Years)

This form of payment provides you with a reduced monthly payment for your lifetime. The payment will be payable to you during your lifetime and, in the event of your death within a period of five, ten or fifteen years after commencement of benefits (as elected by you), the same monthly amount will be payable to your designated *beneficiary* for the remainder of the five-year, ten-year or fifteen-year period. If you die, your beneficiary begins receiving the monthly benefits, and then the beneficiary dies before the expiration of the five-year, ten-year or fifteen-year period (as the case may be), any remaining payments will be paid to the beneficiary's estate in the form of a single payment of the present value of the remaining payments.

# Joint and Survivor Annuity (50 percent, 66 2/3 percent, 75 percent or 100 percent)

This form of payment provides you with a reduced monthly payment for your lifetime. Upon your death, your designated *beneficiary*, if living, will receive a percentage of your monthly payment (50 percent, 66 2/3 percent, 75 percent, or 100 percent) according to your election for his or her lifetime.

# DETERMINING BENEFITS FOR REHIRES

An Employee who was a *participant* in the Plan at the time of his *termination of employment* and who is subsequently rehired by an *Employer* at any time on or after Jan. 1, 2014 shall not be eligible to accrue any additional benefits under the Plan following his rehire, but such individual shall be a participant under the Plan following his rehire for the limited purpose of earning additional <u>vesting service</u> under the Plan.

A separated *participant* who is rehired by an *Employer* at any time on or after Jan. 1, 2014 shall not earn any additional *credited service* under the Plan.

The retirement income of any individual who *terminated employment*, commenced receiving retirement income under the Plan, and is reemployed by an *Employer* on or after Jan. 1, 2014, shall not be suspended during the period of such individual's reemployment.

Being rehired by an *Employer* affects the way your pension benefit is calculated. A *break in service*, your *vesting* status and several other factors can have a varied impact on you. Regardless of the benefit formula you were covered under during your initial term of employment, if you are rehired after Dec. 31, 2000, the only formula available is the *pension equity formula* and the rules outlined in this section apply to you.

Additional rules may apply if at any point during your career you were also employed by an affiliate of John Alden or American Bankers Insurance Group, Inc. For more information, contact the People Experience Center.

## **Eligibility**

If you were a *participant* in the Plan during your initial term of employment, you are eligible to join the Plan immediately upon rehire or, if later, the date you become an eligible employee.

If you met the eligibility requirements but had not yet entered the Plan before you left, you will join the Plan upon your rehire date provided you did not have a *break in service*.

If you were not eligible to participate in the Plan when you originally *terminated employment*, you would join the Plan on the next *entry date* (Jan. 1 or July 1) after you complete the eligibility requirements.

An eligible employee cannot become a participant after Feb. 29, 2016.

#### **Vesting Service**

If you were 100 percent vested during your initial term of employment, then your years of *vesting service* will be restored upon your rehire.

If you were not vested when you *terminated employment*, then your years of *vesting service* are restored only if you are rehired before having a *break in service*.

#### **Credited Service**

Whether your *credited service* is restored depends on whether you received a distribution of the benefit earned during your initial term of employment. The rules are as follows:

	If You Received a Distribution From		If You Did Not Receive a Distribution From	
	Pre-2001 Plan	Pension Equity	Pre-2001 Plan	Pension Equity
Credited Service Begins	On your rehire date	On your rehire date if before Jan. 1, 2014	On your original plan entry date	On your original plan entry date
Benefits	All credited service is used to determine annual accrual credits.	All credited service is used to determine annual accrual credits.	Benefit as of original term date + pension equity benefit based on service from date of rehire.  Annual accrual credits under the pension equity formula are at the level corresponding to all credited service	All credited service is used to determine annual accrual credits and benefit.

#### Example 1:

Casey had 8 years of *credited service* during her original term of *employment* with the *Company*. Her lump sum benefit under the *Pre-2001 Plan* was \$8,500, which she left in the Plan. Casey is rehired in September of 2004 and terminates on March 10, 2016, so she earned an additional eleven years of *credited service* during her second term of employment. Her *final average earnings* are \$40,000. Casey's total benefit is \$32,500 [her frozen benefit of \$8,500 + (2 years of credited service x 3%) + (9 years of credited service x 6%) x final average earnings].

If Casey has been covered under the *pension equity formula* during her original term of *employment*, her total retirement benefit would be \$33,600[(10 years of *credited service* x 3%) + (9 years of credited service x 6%) x *final average earnings*].

#### Example 2:

Natalie had 8 years of *credited service* during her original term of *employment* with the *Company*. Her lump sum benefit under the *Pre-2001 Plan* was \$8,500, which she took as a lump sum distribution. Natalie is rehired in September of 2004 and terminates on March 10, 2016, so she earned an additional eleven years of *credited service* during her second term of employment. Her *final average earnings* are \$40,000. Natalie's total benefit is \$21,600 [(2 years of credited service x 3%) + (9 years of credited service x 6%) x final average earnings]. The \$24,000 total benefit is based on Natalie's employment service from the time she was rehired in 2004 and not her original eight years of service since she already took a lump sum distribution.

#### If You Have Been Receiving Your Plan Benefit

Rehired before Jan. 1, 2014:

# **Employees Rehired before Normal Retirement Age and Terminate Again Prior to Normal Retirement Age**

If you are receiving your Plan benefit as an annuity and you are rehired, your monthly annuity benefits will not continue during your period of employment.

You will earn *credited service* after you are rehired if you meet the eligibility requirements. You will not earn credited service for the time you were retired, not employed by the *Company*, or after Feb. 29, 2016.

When you subsequently *terminate employment*, your Plan benefit will be recalculated. The benefit will be recalculated using continued accruals and subtracting the present value of the accumulated benefits that you have already received. You will be given a new Election Form to complete for any additional benefit that was earned during your reemployment.

# **Employees Rehired before Normal Retirement Age and Terminate Again On or After Normal Retirement Age**

OR

# Employees Terminated On or After Normal Retirement Age, Rehired, and Terminate Again

If you are receiving your Plan benefit as an annuity and you are rehired, your monthly annuity benefits will not continue during your period of employment.

You will earn *credited service* after you are rehired if you meet the eligibility requirements. You will not earn credited service for the time you were retired, not employed by the *Company*, or after Feb. 29, 2016.

When you subsequently *terminate employment*, your Plan benefit will be recalculated. The benefit will be recalculated by looking at the greater of continued annual accruals or an actuarially increased normal retirement benefit for the period of time employed beyond normal retirement age. You will be given a new Election Form to complete for any additional benefit that was earned during your reemployment.

#### Rehired on or after Jan. 1, 2014:

If you are receiving your Plan benefit as an annuity and you are rehired, your monthly annuity benefits will continue during your period of employment. Credited service was frozen as of Feb. 29, 2016.

## PLAN ADMINISTRATION

This section contains important information on the administration and funding of the Plan, as well as your rights and protections as a Plan *participant*. While you may not need this information on a daily basis, it is important to understand your rights under the Plan and the procedures you will need to follow when certain situations arise.

### **Administrative Information at a Glance**

Plan Name:	Assurant Pension Plan
Plan Identification Number:	001
Plan Sponsor:	Assurant, Inc. 55 Broadway, Suite 2901 New York, NY 10006 212.859.7000
Employer Identification Number:	39-1126612
(Assigned by the IRS to Assurant, Inc.)	
Plan Effective Date:	July 1, 1983
Type of Plan:	Defined benefit pension plan. The Plan is intended to be a qualified defined benefit pension plan within the meaning of <i>ERISA</i> and Section 401(a) of the <i>Code</i> .
Plan Administrator:	Assurant, Inc. Benefit Plans Committee Assurant, Inc. 55 Broadway, Suite 2901 New York, NY 10006 212.859.7000
Plan Funded By:	The Plan is funded by a <i>trust</i> .
Trustee:	Northern Trust Benefit Payment Services W-38 50 S LaSalle Chicago, IL 60603

	1.800.613.5042
Legal Process:	Legal process can be served on the <i>Plan Administrator</i> .
Plan Year	Jan. 1 through Dec. 31

#### **Plan Interpretation**

The *Committee* has full and discretionary authority to construe the terms of the Plan and to administer the Plan, including but not limited to the power to determine eligibility for benefits and the amount of benefits.

#### Plan Document

In preparing this guide, the *Company* has made every effort to provide a clear, concise description of your benefits, and to avoid contract language and legal terms wherever possible. Our goal is to present a simplified overview of essential information about the Plan in words that will not obscure meaning or likely be misunderstood.

A complete description of the Plan is set forth in the applicable legal documents. These documents include official Plan texts, and contracts and *trust agreements*. Should any question arise about your benefits, the formal language of these various legal Plan documents (and not the informal wording of the summary contained in this guide) will govern in all cases.

## **Reporting Address Changes**

If you have a change of address, you can update the information in Workday. Login to Workday, select the Personal Information application. Click on Contact Information under the Change section. Select the Edit button at top left of the screen then Change my Home Contact Information. Once you've completed and submitted these tasks, a confirmation screen with your new address will be displayed.

If you are a terminated employee and have a change in address, you should notify the People Experience Center in writing including new and old addresses, phone number, last 4 digits of your Social Security number, and employee number, so you can continue to receive Plan information.

#### **Assignment of Benefits**

Your benefits under this Plan may not be assigned, sold, transferred, garnished or pledged as collateral. In addition, a creditor cannot attach your benefits under the Plan as a means of collecting a debt owed by you.

There are exceptions, however, including (i) to satisfy a federal tax levy or (ii) pursuant to the terms of a *qualified domestic relations order (QDRO)* issued by a state court. A QDRO may require that all or part of your benefits be paid to someone other than you or your named *beneficiary* in connection with child support, alimony payment or marital property rights.

The *Plan Administrator* determines whether the order is qualified. To facilitate the process, the Plan Administrator will provide you, your potential alternate payee and the respective attorneys with a copy of the Plan's *QDRO* procedures and a model domestic relations order without charge.

The *Company* encourages parties to submit a draft domestic relations order (an order not yet signed by the judge) to the *Plan Administrator* so that any deficiencies or defects in the order may be corrected before it is submitted to the court.

As soon as administratively feasible after the *Plan Administrator* has determined that the order is qualified, your benefits under the Plan will be handled in accordance with the terms of the *QDRO*.

#### **Inability to Receive Payment**

If a Plan benefit is payable to a minor or to a person incapable of making decisions, the payment will be made for the benefit of that person in one of the following ways (chosen by the *Committee*):

- By payment to the person's legal representative,
- By payment directly to the person, or
- By the payment of bills incurred by or for the benefit of the person.

#### **Benefit Limits**

Under the Code, the benefit you accrue each year and your annual benefit (beginning at *normal retirement age* as a single life annuity) are both limited to the lesser of a dollar amount (\$210,000 in 2016) or 100 percent of your average annual *415 compensation* during the three years that produce the highest average. The dollar limit will be adjusted from time to time for increases in the cost of living.

#### **Plan Funding and Benefits**

The Plan is funded by contributions from the *Company* into the *trust fund* in accordance with Federal law. The law generally requires that the Company make contributions that, over time, will be sufficient to pay all benefits due under the Plan. However, Federal law does not require that the trust fund have, at all times, sufficient funds to pay all future benefits that have been accrued. Each year an actuary hired by the Plan will compute the Plan's "Adjusted Funding Target Attainment Percentage" or "AFTAP," which is a measure of the value of the assets in the trust fund as compared with the value of benefits

that have been accrued up to that time by all Plan participants. You will be notified of the Plan's AFTAP once each year.

In accordance with the Pension Protection Act of 2006 ("PPA"), if the Plan's AFTAP falls below 80 percent, then the law requires that certain rights that you have to Plan benefits be temporarily suspended. Specifically, when the Plan's AFTAP is below 80 percent, the Plan can pay no more than 50 percent of your benefit in the form of a lump sum, and the remainder of your benefit must either be deferred until the AFTAP is at least 80 percent, or it must be paid as an annuity. If the Plan's AFTAP falls below 60 percent, then in accordance with PPA, no benefits can be paid in the form of a lump sum, and you will cease to accrue any additional benefits until the AFTAP is again at least 60 percent. If the Plan's actuary is unable to complete his or her calculations and certify the AFTAP by the first day of the tenth month of the Plan Year (Oct. 1), then the Plan will be treated as if the AFTAP has fallen below 60 percent for the remainder of the Plan Year, no matter what the Plan's actual AFTAP is.

At the time of the writing of this Summary Plan description, the Plan's AFTAP is above 80 percent and it is not expected to fall below 80 percent. However, it is impossible to guarantee the future funding status of the Plan.

# **Top-Heavy Plan**

Federal law provides that, in the event the Plan benefits certain "key employees" disproportionately, the Plan may be declared "top-heavy" and become subject to special rules. If the Plan is determined to be top-heavy, you will receive information about the effect, if any, on your benefits.

### Future of the Plan

Although the *Company* intends to continue the Plan indefinitely, the Company reserves the right to change or terminate the Plan at any time.

If the Plan were to be terminated, you would become fully vested in the benefit you had earned up to the Plan's termination date, regardless of your years of *vesting service*, to the extent funded. In determining the extent to which the *accrued benefit* of each *participant* is funded, the assets of the Plan's *trust* would be allocated as required by law and the Plan.

The *Company's* decision to change or terminate the Plan may be due to changes in federal or state law governing retirement benefits, the requirements of the *Code* or *ERISA*, the provisions of a contract or a policy involving an insurance company, or any other reason. If the Company modifies or terminates the Plan, the Company may decide to set up a new plan providing different, similar or identical benefits, but it is not obligated to do so. If significant Plan changes are made in the future, you will be notified.

### **Claims Procedure**

### Filing a Claim

If you (or your *beneficiary*) believe that you are entitled to Plan benefits that you are not receiving, you may file a written claim with the *Committee*.

### **Response to Your Claim**

You will receive a response to your claim from the *Committee* within 90 days after your claim is submitted. If special circumstances require an extension of time for processing, the Committee will notify you. No extension of time to decide will extend beyond 180 days of receipt of you request.

#### Claim Denial

If all or part of your claim is denied, you will receive written notification from the *Committee* within the timeframe discussed above explaining the reasons for the denial (and the related Plan provisions), information about additional material you can submit to explain your claim, as well as information about the Plan's appeal procedure.

### **Appealing a Denied Claim**

If your claim is denied and you want to appeal, you must file your appeal with the *Committee* within 60 days of the date of the denial notice. Your appeal should include any additional information supporting your claim that you want the Committee to consider.

Within 60 days of the date your request for further review is received, the *Committee* will review its determination and the reasons for its denial and will notify you of its final decision. If special circumstances require an extension of time for processing, the Committee will notify you. No extension of the time to decide will extend beyond 120 days of receipt of your request.

#### Limitation on Actions

Generally, suits for benefits must be brought within one year after the date the *Committee* has made a final denial of your claim for benefits.

However, if your suit is about a lump sum payment, your suit must be brought within two years of the date payment was made. A suit about annuity payments must be brought within two years of the date-the first payment was made. For other claims, a suit for benefits must be brought within two years after the date the action complained of occurred.

### **PBGC Insurance Protection**

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (the "PBGC"), a federal insurance agency. The PBGC was established by the U.S. government to protect Plan *participants* and their *beneficiaries* against loss of benefits when plans such as this one are discontinued.

If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of the benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the *Company*; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's *normal retirement age*; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the *Plan Administrator* or contact the PBGC's Technical Assistance Branch, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026, or call 800.736.2444, or 202.326.4242 in the Washington, D.C. area. TTY/TDD users may call the federal relay service toll-free at 800.877.8339 and ask to be connected to 800.736.2444. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site on the Internet at http://www.pbgc.gov.

# **Your Rights Under ERISA**

As a *participant* in the Plan, you have certain rights and protections under *ERISA*. ERISA provides that all Plan 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 Plan, including insurance contracts and collective bargaining agreements, 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 Administration.

Obtain, upon written request to the *Plan Administrator*, copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and 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.

Obtain a statement telling you whether you a right to receive a pension at normal retirement age and, if so, what your benefits would be at *normal retirement age* if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

### **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 Plan. The people who operate the 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 Plan benefit or exercising your rights under ERISA.

# **Enforce Your Rights**

If your claim for a pension 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 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, 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, you may file suit in 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 a 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, this may happen if the court finds your claim is frivolous.

### **Assistance With Your Questions**

If you have any questions about the Plan, you should contact the People Experience Center. 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.

# **GLOSSARY**

Throughout this guide, certain terms appear in bold and italics. They are defined here. Unless the context indicates otherwise, the following terms have the meanings shown below.

that you receive from the *Affiliates* for the *Plan Year*. Your 415 compensation will not include any amounts paid to you by an Affiliate after you sever employment with the Affiliates. However, your 415 compensation will include regular compensation for services during the your regular working hours, or compensation for services outside your regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, that are paid after you sever employment with the Affiliates, provided that (i) the amounts are paid by the later of 2½ months after you sever employment or the end of the Plan Year that includes the date you sever employment, and (ii) those amounts would have been included as 415 compensation if they were paid prior to your severance from employment.

Your 415 compensation includes payments to you while on a qualified military service to the extent those payments do not exceed the amount you would have received if you had continued to perform service for the *Affiliates* rather than entering qualified military service (i.e. differential pay), regardless of when the differential pay is paid to you.

No 415 Compensation paid after Feb. 29, 2016 shall be taken into account in determining your highest average compensation.

**ACCRUED BENEFIT** — The value of your benefit, based on the number of years of *credited service* you complete and your *final average earnings*, to which you would be entitled at your *normal retirement date* (or, if later, by the date you terminate. However, if you terminate prior to your normal retirement date you cannot defer past your normal retirement date.) In no event will a *participant's* accrued benefit be less than his/her accrued benefit, if any, (i) determined as of Dec. 31, 2000 under the terms of the applicable *Pre-2001 Plan* and (ii) all accrued benefits under the Plan shall be permanently frozen, effective Feb. 29, 2016.

ACTUARIAL EQUIVALENCE or ACTUARIALLY EQUIVALENT — With respect to a benefit, any benefit under the terms of the Plan that has the same present value on the date the benefit payment benefits. For purposes of determining whether a benefit is the actuarial equivalent of another benefit, the tables contained in the Plan are used, except as otherwise provided below. For purposes of determining lump sum amounts and for purposes of converting a *pension equity balance* to a life annuity, the mortality table will be the mortality table described in Section 417(e)(3)(B) of the *Code* and the interest rate will be the interest rate described in Section 417(e)(3)(C) of the Code for the month that is the fourth calendar month preceding the first day of the *Plan Year* in

which the distribution occurs. For purposes of actuarially increasing benefits beyond **normal retirement age**, an interest rate of 6 percent and the mortality table described in Section 417(e)(3)(B) of the Code will be used. For purposes of any other calculations, an interest rate of 7.5 percent

and the 1971 Group Annuity Mortality tables for males set back 3 years will be used.

**AFFILIATE** — Any corporation that is a member of a controlled group of corporations that includes the *Company*, any trade or business that is under common control with the Company, any organization that is a member of an affiliated service group that includes the Company, and any other entity required to be aggregated with the Company pursuant to the regulations under Section 414(o) of the *Code*.

**ANNUAL ACCRUAL CREDIT** — The accrual percentage used to determine your *pension equity balance* that is based on your years of *credited service*. Annual accrual credit was frozen as of Feb. 29, 2016.

ANNUAL COMPENSATION — The amount paid to you by an *Employer* during a *Plan Year* as base pay (before any reductions contributed on your behalf under a qualified cash or deferred arrangement under *Code* Section 401(k) plan, a cafeteria plan under Code Section 125, or a qualified transportation fringe benefit plan under Code Section 132(f)), sick pay, salary continuation pay, overtime, vacation pay, shift differential pay, regular performance bonuses for which the target amount is set in advance, sales incentive bonuses, commissions, on call pay, retention pay, spot bonuses and other employee recognition awards, paid time off, foreign language differential pay, enrollment fees for Assurant Employee Benefits, personal earnings for Assurant Health Regional Sales Managers, and differential pay paid by an Employer to an individual on qualified military service. Annual compensation also includes compensation deferred under the Assurant Deferred Compensation Plan in the year deferred.

Annual compensation does <u>not</u> include payments under the *Company's* long-term incentive plans or other compensation amounts not described above. By law, the Plan cannot take into account more than \$265,000 in compensation for 2016. Annual compensation was frozen as of Feb. 29, 2016. Amounts paid after Feb. 29, 2016, will not be taken into account as annual compensation.

**AUTHORIZED LEAVE OF ABSENCE** — Any temporary layoff or absence authorized by the *Employer's* personnel practices, as long as you return within the period of authorized absence. An absence due to service in the Armed Forces of the United States will be considered an authorized leave of absence to the extent required by federal law.

**BENEFICIARY** — The individual or entity you designate to receive your distribution if you die. If you are married, your *spouse* will be your beneficiary (unless you designate another beneficiary in writing, with your spouse's written, notarized consent). If you are single and you fail to make a written beneficiary designation, all benefits payable from the Plan upon your death will be paid in equal shares to your surviving children. If no

children are alive, your parents will be paid in equal shares. If no parent is alive, benefits will be paid to your estate.

Your *beneficiary* designation will be void if you revoke it or if you remarry. It can also be voided if it conflicts with the terms of a *qualified domestic relations order*.

**BREAK IN SERVICE** — Five consecutive one-year breaks in service. A one-year break in service is any *Plan Year* during which you are credited with fewer than 501 *hours of service*. Time spent on an *authorized leave of absence* will not count for purposes of determining whether you have a break in service as long as you resume employment immediately after your leave of absence ends.

**CHOICE PARTICIPANT** — An individual who, on Dec. 31, 2000, was either (1) a participant in the *Pre-2001 Plan* or (2) an *employee* who was *totally disabled* and had not received a retirement benefit.

**CODE** — The Internal Revenue Code of 1986, as amended from time to time.

**COMMITTEE** — The Assurant, Inc. Benefit Plans Committee administers the Plan. This term is also interchangeable with *Plan Administrator*.

**COMPANY** — Assurant, Inc.

**COMPENSATION – See ANNUAL COMPENSATION.** 

**CONTINGENT BENEFICIARY** — The *beneficiary* you designate to receive any Plan distribution in case your primary beneficiary dies.

**COVERED COMPENSATION** — The average of the *Social Security Taxable Wage Base* in effect for each calendar year during the 35-year period ending with the last day of the calendar year in which you reach or will reach *Social Security retirement age*. Covered compensation was frozen as of Feb. 29, 2016.

CREDITED SERVICE — Credited service is used to determine the amount of your benefit. You start earning it when you become a Plan *participant*, and stop earning it when you *terminate employment*, unless you are *totally disabled*. You will receive one year of credited service for each such *Plan Year* in which you earn at least 1,000 *hours of service* with the *Employers*. Credited service was frozen as of Feb. 29, 2016.

**DELAYED RETIREMENT DATE** — If you continue *employment* beyond your *normal retirement date*, your delayed retirement date is the first day of the month on or after you *terminate employment* or, if necessary to satisfy the notice provisions of the *Code*, the first day of the month following your termination of employment on which these notice requirements have been satisfied.

**DISABILITY RETIREMENT DATE** — The date you elect to begin receiving your retirement income.

**DISABLED** — A disability (within the meaning of Code Section 72(m)(7) of the *Code*), to the extent you are, or would be, entitled to disability retirement benefits under the federal Social Security Act or to the extent that you are entitled to recover benefits under any short-term or long-term disability plan or policy maintained by an *Employer*.

**EARLY RETIREMENT AGE** — The date you have reached age 55 and earned 10 or more years of *vesting service*.

♦ Refer to the *Appendix* for the special rules regarding early retirement under the *Pre-2001 Plan* and the merged plans.

**EARLY RETIREMENT DATE** — The first day of the month on or after the date you actually elect early retirement, provided you have attained your *early retirement age*.

**ELIGIBLE EMPLOYEES** - You are eligible to participate in this Plan if you are an *employee* and are <u>not</u>:

- An employee covered by a collective bargaining agreement, unless the agreement provides for Plan participation,
- A non-citizen of the United States who is covered under a retirement plan maintained by a foreign *Affiliate*,
- A leased employee pursuant to *Code* Section 414(n)(2),
- Deemed to be an employee pursuant to *Code* Section 414(o),
- An independent insurance agent,
- A temporary employee in a position with a duration of 12 or fewer months, or
- An independent contractor.

An Eligible Employee cannot become a Participant after Feb. 29, 2016.

**ELIGIBILITY SERVICE** – One year of eligibility service is the completion of a 12-month period, beginning with your date of hire, during which you earn at least 1,000 *hours of service*. If you fail to complete 1,000 hours of service during this 12-month period, you will earn one year of eligibility service when you earn at least 1,000 hours of service during any *Plan Year* (beginning with the Plan Year after the Plan Year in which you were hired.)

**EMPLOYEE** - Any person employed by an *Employer* for purposes of the Federal Insurance Contributions Act, any person on an *authorized leave of absence* from an Employer, and any person who is a leased employee.

**ENTRY DATE** – Each Jan. 1 and July 1.

**ERISA** — The Employee Retirement Income Security Act of 1974, as amended from time to time. This law entitles you, as a *participant* in the Plan, to certain rights and protections and imposes specific obligations on the individuals who administer the Plan.

**EMPLOYER** — Assurant, Inc. and any *Affiliate* that has adopted or is deemed to have adopted this Plan on behalf of its *eligible employees*.

**EMPLOYMENT** — Active service of an *employee* with an *Employer*. If you were employed by an *Affiliate* before it adopted the Plan, or if you were employed with a company before it was acquired by Assurant, your service with that company may be counted as employment with Assurant only to the extent provided for in the Plan.

◆ Refer to the *Appendix* for further details.

**FIDUCIARY** — The following parties are named as fiduciaries of the Plan: the *Committee*; the Benefit Plans Investment Committee; the *trustee*; and the investment managers (as defined in Section 3(38) of ERISA). A party will be considered to be a fiduciary of the Plan only to the extent of the powers and duties specifically allocated to such party in the Plan and in the *trust agreement*.

FINAL AVERAGE EARNINGS — Your highest average annual compensation for five consecutive complete calendar years of employment during the ten consecutive complete calendar years immediately preceding your last termination of employment. If you do not have at least five consecutive complete calendar years of employment during this ten consecutive calendar year period, your final average earnings will be your highest average annual compensation earned during all consecutive complete calendar years of employment immediately before your last termination of employment. Also, your annual compensation for the calendar year in which you last terminated employment may be included as a complete calendar year if the amount would increase you final average earnings. Otherwise, it will not be counted.

For purposes of calculating the final average earnings used to determine your *pension equity benefit*, your *employment* will only include years for which you are credited with *credited service* and *annual compensation*. If you are on a paid *leave of absence* after the maximum of 501 *hours of service*, additional service time will not accrue. However, although no additional hours are being accrued, any eligible compensation earned after the hours stop accruing will still be considered for *final average earnings*.

If you were a *participant* in the Plan when you *terminated employment* and you are subsequently rehired by an *Employer*, your consecutive complete calendar years of *employment* prior to your initial termination of employment will be "bridged" with your consecutive complete *calendar* years of employment following your rehire for purposes of calculating the final average earnings to be used to determine your *pension equity benefit*. This means that if you terminate employment and are rehired in the same calendar year, that calendar year will not be counted for purposes of calculating the final average earnings to be used to determine your pension equity benefit. In addition, any

**annual compensation** you earned under a prior plan will be disregarded, and any annual compensation you earned during a period of time for which you previously received lump sum payment from the Plan will be disregarded.

The final average earnings of a *participant* who is rehired by an *Employer* at any time on or after Jan. 1, 2014, shall not include any *annual compensation* earned by the participant following his rehire.

Final average earnings were frozen as of Feb. 29, 2016. No amounts paid after Feb. 29, 2016 will be taken into account as Final Average Earnings.

**FUND** or **TRUST FUND** — The money and other properties held and administered by the *trustee* in accordance with the Plan and the *trust agreement*.

#### **HOUR OF SERVICE** — You are credited with an hour of service:

- For each hour for which you are paid or entitled to payment for your service with an *Employer*.
- For each hour for which you are paid, or entitled to payment, by an *Employer* for the time when no service is performed (irrespective of whether the employment relationship is terminated) due to vacation, holiday, illness, incapacity, layoff, jury duty, military duty or *authorized leave of absence*. No more than 501 hours of service will be credited for any single continuous period of non-working time (whether or not such period occurs in a single computation period), and no hours will be credited for any severance period after you incur a *termination of employment*. However, if you incur a *total disability* while employed by an Employer, you will be credited with 95 hours of service for each semi-monthly period prior to your *disability retirement date*.
- For each hour for which back pay is either awarded or agreed to by an *Employer*. These hours will be credited to you for the computation period or period to which the award or agreement pertains, rather than the computation period in which the award, agreement or payment is made.
- Only for the purpose of determining whether you have a *one-year break in service* (as described in the definition of *break in service* above), if you are absent from work because of your pregnancy, the birth of your child, the placement of a child with you for adoption, or your caring for your newly born or newly adopted child, immediately following birth or placement or if you are on an *authorized leave of absence* without pay from an *Employer* you will be credited with Hours of Service at the rate of eight hours per day. The hours of service credited under this paragraph will not, in the aggregate, exceed the number of hours required to prevent you from incurring a one-year break in service (a maximum of 501 hours) during the first computation period in which a one-year break in service would otherwise occur; provided, however, that this rule will apply only during the computation period in which the absence from work begins and immediately following computation period.

• If you are compensated on an hourly basis, you will receive credit for 95 hours per pay period. If you are not an hourly *employee*, you will be credited with 95 hours of service for each semi-monthly pay period in which you work at least one hour. However, this method of computing hours of service will not be used for any employee whose hours of service are required to be counted and recorded by any federal law, such as the Fair Labor Standards Act. These hours will be credited to the employee for the computation period or period to which the award or agreement pertains, rather than the computation period in which the award, agreement or payment is made.

The same hour of service will only be counted once under any of the "bullets" above.

**IRA** –An individual retirement account.

#### LEAVE OF ABSENCE – See AUTHORIZED LEAVE OF ABSENCE.

**NORMAL RETIREMENT AGE** — The later of (i) your 65<sup>th</sup> birthday, or (ii) the date you earn 3 years of *vesting service* (but not later than the fifth anniversary of the date you became a *participant*).

♦ Refer to the *Appendix* for the special definitions of normal retirement age in the *Pre-2001 Plan* and in the merged plans.

**NORMAL RETIREMENT DATE** — The first day of the month on or after you reach your *normal retirement age*.

ONE - YEAR BREAK IN SERVICE — See Break in Service.

**PARTICIPANT** — An *employee* who becomes eligible to participate in the Plan. You cannot become a Participant after Feb. 29, 2016.

**PENSION EQUITY BALANCE** — The sum of your accumulated *annual accrual credits* multiplied by your *final average earnings*.

**PENSION EQUITY BENEFIT** — The Plan benefit you receive, if you are vested and eligible, using the *pension equity formula*. The amount you accrue is called your *pension equity balance*.

**PENSION EQUITY FORMULA** — The formula (accumulated *annual accrual credits* x *final average earnings*), used to determine your *pension equity benefit* amount.

**PLAN ADMINISTRATOR** — The Assurant, Inc. Benefit Plans Committee established to administer the Plan. Also known as the *Committee*.

**PLAN YEAR** — The calendar year.

**PRE-2001 PLAN** — The Plan (including the *Prior ABIG Plan* that was merged into the Plan effective Dec. 1, 1999) as it existed until Dec. 31, 2000. Employees who chose to have their Plan benefit determined under the terms of the Pre-2001 Plan should refer to the *Appendix* for details about those rules.

**PRIMARY SOCIAL SECURITY BENEFIT** —The monthly amount available at age 65 under the provisions of Title II of the Social Security Act as in effect on Jan. 1 of the calendar year during which occurs the earlier of your *termination of employment* or your attaining age 65 without regard to any increases in the *Social Security Taxable Wage Base* or benefit level that take effect after that date. The primary social security benefit was frozen as of Feb. 29, 2016.

**PRIOR ABIG PLAN** – The American Banker's Insurance Group, Inc. Retirement Plan as amended and restated effective as of Jan. 1, 1989, and subsequent amendments thereto.

**QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)**— A judgment, decree or order that creates or recognizes the existence of an alternate payee's right to receive all or a portion of a Plan *participant's* benefits under the Plan.

RETIRE, RETIREMENT, or RETIREMENT DATE — The date on which you actually terminate employment on account of reaching your *early retirement date*, *normal retirement date*, *delayed retirement date*, or *disability retirement date*, whichever is applicable.

**SOCIAL SECURITY RETIREMENT AGE** — The age at which you qualify to begin receiving Social Security benefits.

**SOCIAL SECURITY TAXABLE WAGE BASE** — The contribution and benefit base used to determine your Social Security benefits.

SPOUSE – The person whom you are married (in a civil or religious ceremony recognized under the laws of the state where the marriage was contracted and also recognized under federal law, including the Defense of Marriage Act and the Code) on the date distribution to you commences or the date you die, whichever is earlier. Your spouse on that date will continue to be your spouse for purposes of this Plan notwithstanding the subsequent death or divorce of your spouse and yourself remarried. Therefore, after payments to you have begun, your benefits will not be recalculated to take into account any status change by your spouse. For purposes of this definition, you will not be considered to be married to another person as a result of any common law marriage whether or not such common law marriage is recognized by applicable state law.

**TERMINATION OF EMPLOYMENT, TERMINATES EMPLOYMENT or TERMINATED EMPLOYMENT** —The earliest of (i) your voluntary resignation from employment with all *Affiliates*, (ii) your discharge from employment with all Affiliates, (iii) the date your employment with all affiliates is terminated by the Company in

connection with your total disability, or (iv) your death. If you cease to be actively employed due to an *authorized leave of absence*, you will not be considered to have a termination of employment.

**TOTAL DISABILITY** — A disability that qualifies you to receive benefits under a long-term disability insurance policy maintained by an *Employer* or disability retirement benefits under the federal Social Security Act.

**TRUST or TRUST AGREEMENT** — The separate trust agreement (and amendments) entered into between the *Company* and the *trustee* that governs the creation of the *fund*.

**TRUSTEE** — The persons, corporation, or association acting as the trustee under the *trust agreement*. The trustee will be appointed by the *Committee* and will exercise all of the powers and duties assigned to it in the *trust agreement*. The current trustee is State Street Bank & Trust Company.

**VESTING** — Your non-forfeitable right to receive a Plan benefit when your employment ends.

**VESTING SERVICE** — The period of time over which you earn the non-forfeitable right to receive your Plan benefit. One year of vesting service is any *Plan Year* in which you earn at least 1,000 *hours of service* with an *Affiliate*.

◆ Refer to the *Appendix* for the special rules on vesting service under the *Pre-2001 Plan* and the merged plans.

# **APPENDIX**

If you were a *participant* in a plan maintained by a predecessor employer before Jan. 1, 2001, some of the Plan provisions outlined in the body of this guide relate only to the *pension equity formula* and therefore may not apply to you. This is also true if you chose to have your pension benefit determined under the *Pre-2001 Plan*. Read on to learn how those plans' rules differ from the rules of the pension equity formula.

No Plan amendments will reduce or eliminate early retirement benefits, retirement-type subsidies or optional forms of benefits in the merged Plan with respect to benefits accrued as of the merger.

# Administrative Systems, Inc.

On June 16, 2009 (the "ASI Closing Date"), the *Company* purchased certain assets of Administrative Systems, Inc. ("ASI").

# **Eligibility and Service Crediting**

If you were employed by ASI immediately prior to the ASI Closing Date and you became an *employee* of an *Employer* on the ASI Closing Date, then your service with ASI prior to the ASI Closing Date is treated as though it were service with an *Employer* for purposes of *eligibility service* and *vesting service* under the Plan.

If you were employed by ASI immediately prior to the ASI Closing Date and you met the eligibility requirements for the Plan as of ASI Closing Date, then you became a *participant* in the Plan as of the ASI Closing Date, rather than on the next *entry date*.

In addition, if (i) you were employed by ASI on Sept. 13, 2009, (ii) you became an *employee* of an *Employer* on Sept. 14, 2009, and (iii) you met the eligibility requirements of the Plan on Sept. 14, 2009, then you became a *participant* in the Plan on Sept. 14, 2009, rather than on the next *entry date*.

# American Bankers Insurance Group, Inc. and Affiliates

The *Company* acquired American Bankers Insurance Group, Inc. ("ABIG") on Aug. 18, 1999. ABIG and its affiliates maintained the American Bankers Insurance Group, Inc. Retirement Plan (the "*Prior ABIG Plan*") for their eligible employees. The ABIG Plan was merged into the Fortis Pension Plan on Dec. 1, 1999. However, until Dec. 31, 2000, each plan retained distinct benefit structures and separate plan documents.

The following provisions apply to *choice participants* whose benefits after Dec. 31, 2000 are determined under the terms of the *Prior ABIG Plan*.

### **Annual Compensation**

Your Plan benefit will be determined by using your *final average earnings*. In calculating your final average earnings, annual compensation earned prior to Jan. 1, 2001 includes base pay only.

Annual compensation earned after Jan. 1, 2001 is determined under the current provisions of the Plan.

#### **Service Credit**

Until Dec. 31, 2000, the "elapsed time" method was used to calculate your vesting service and credited service. This method counted the total period of time that you were employed. For example, if you were hired on April 1, 1985, you would have earned 15.75 years of service through Dec. 31, 2000.

As of Jan. 1, 2001, the *Prior ABIG Plan* uses the "hours counting" method of crediting service. Under this method, you earn a year of *vesting service* and a year of *credited service* for every *Plan Year* in which you earn at least 1,000 *hours of service*. If you are paid on an hourly basis, your actual hours are used. If you are not paid on an hourly basis, you will earn 95 hours of service each semi-monthly pay period in which you earn an hour of service.

The following describes the rules that applied as you transitioned from the elapsed time to the hours counting method:

- Your credited service through Dec. 31, 2000 was calculated using the elapsed time method and any whole or fractional year of service were retained.
- Your service during the fractional year (the period between your anniversary date in 2000 and Dec. 31, 2000) was calculated, crediting 95 hours per pay period if you were non-hourly, otherwise actual hours were credited.
- Your hours of service for the fractional year were then added to the hours of service you earned during 2001 under the hours counting method to determine

whether you earned at least 1,000 during 2001. (Note: You cannot earn more than one year of service for-any calendar year).

If you were actively employed with American Reliable or Voyager on the date they were each acquired by ABIG, your service with those companies are counted toward vesting service and credited service under this Plan. Your service (if any) with American Bankers Financial Services, Inc. from Nov. 1, 1982 will be counted toward vesting and credited service under this Plan. If you were an active employee of Federal Warranty Service Corporation (and employed in the United States), MS Diversified Corporation (and its subsidiaries), PAS Financial Group, or Safeware, The Insurance Agency, Inc. (MI) on Jan. 1, 2000, your vesting service will be counted from your date of hire with the predecessor employer, and your credited service will be counted from the date the company was acquired by ABIG.

### **Vesting in ABIG Plan Benefit**

You are 100 percent vested after five years of vesting service. Vesting service generally begins on your date of hire and ends on the day you *terminate employment*. You also are 100 percent vested if you become *totally disabled* or die while employed by an *Employer*.

#### **Retirement Dates and Benefits for Prior ABIG Plan Benefits**

#### Normal retirement

You can elect to receive your *Prior ABIG Plan* benefit at normal retirement, which is age 65. If you were an ABIG employee who elected Option B, you must also wait until age 65 to receive your Plan benefit.

### Early retirement

You may elect to receive your *Prior ABIG Plan* benefit prior to your normal retirement date when you terminate employment and have attained age 50 with at least 15 years of vesting service.

Rule of 85 – You meet the criteria for the Rule of 85 if your age on your birthday immediately preceding termination of employment plus your completed years of vesting service is at least equal to 85. Service earned after Dec. 31, 2000 continues to count toward your *Prior ABIG Plan* benefit determination under the Rule of 85. If you meet the criteria for early retirement or the Rule of 85, special rules apply. Refer the section titled *Early Retirement Benefit* within the Appendix section.

### **Disability retirement**

You continue to earn *credited service* for each *Plan Year* in which you are *totally disabled* until the earlier of:

• Feb. 29, 2016

- The date you elect to receive your disability retirement benefit,
- The date you reach age 65, or
- The date you are no longer totally disabled.

# Calculating Your Prior ABIG Plan Benefit

#### Normal retirement benefit

**Prior ABIG Plan** benefit formula:

2 percent x final average earnings x years of credited service (up to 40 years)

MINUS

50 percent x *Primary Social Security Benefit* at normal retirement date MULTIPLIED BY

credited service (up to 40 years) divided by credited service + projected service from termination date to normal retirement date (provided fraction not greater than one)

#### Minimum Benefit formula

If you have at least five years of vesting service, your annual benefit will not be less than \$120 x your years of **credited service.** 

### Early retirement benefit

Unless you qualify for the Rule of 85, all early retirement benefits are calculated in the same manner as normal retirement benefits but are actuarially reduced to make up for the longer period of time the benefit will be paid. The actuarial reduction is based on the 1971 Group Annuity Mortality Table for females with a 7.5 percent interest rate.

If you qualify for the Rule of 85, your benefit will be the greater of (i) your benefit calculated under the Normal Retirement Benefit section without any reduction for early retirement and (ii) your benefit calculated under the Rule of 85 Formula.

Rule of 85 Benefit Formula:

2 percent x final average earnings x credited service MINUS

(66.66 percent x *Primary Social Security Benefit* at normal retirement date x credited service (up to 40 years) /credited service + projected service from termination date to normal retirement date x early retirement factor\*)

# Actuarial equivalence

The lump sum value of the benefit will be the greater of the amount determined using (i) the mortality table described in Section 417(e)(3)(B) of the **Code** and the interest rate described in Section 417(e)(3)(C) of the Code for the month of September prior to the

<sup>\*</sup> The early retirement factor is  $^{1}/_{15}$  for each of the first five years of credited service prior to age 65 and  $^{1}/_{30}$  for each year thereafter.

**Plan Year** in which the distribution occurs or (ii) the Commissioner's standard mortality table in effect on Dec. 31, 2007 and the average 30-year treasury rate for the month of September prior to the Plan Year in which the distribution occurs, rounded down to the nearest .25 percent.

### **Pension Equity Benefit Determination**

If you elected to have your *accrued benefit* after Dec. 31, 2000 determined using the *pension equity formula*, special rules apply.

#### Normal retirement

If you reach age 65, you are 100 percent vested in your *accrued benefit* under the *Pre-2001 Plan* as of Dec. 31, 2000.

### Early retirement

You will receive the greater of:

- Your *accrued benefit* under the *Pre-2001 Plan* as of Dec. 31, 2000, or
- Your *pension equity benefit* as of your *termination date*.

If you meet the criteria for the Rule of 85, you will receive the greater of:

- Your *accrued benefit* determined under the *Pre-2001 Plan* as of Dec. 31, 2000 (calculated reflecting the Rule of 85 Benefit Formula), *or*
- Your *pension equity benefit* as of your *termination date*.

# **Distribution Options**

If the present value of your vested *Prior ABIG Plan* benefit is \$1,000 or less, you can (i) request a lump sum cash distribution, or (ii) request a rollover of your distribution to an eligible employer plan, an *IRA*, or a Roth IRA. (This option is only available if the present value of your vested *Prior ABIG Plan* benefit is \$200 or more.) If the People Experience Center does not receive your completed Assurant Pension Plan Benefit Election Form within 60 days from the date it is mailed to you, your vested *Prior ABIG Plan* benefit will be automatically distributed to you as a lump sum cash distribution with the applicable taxes withheld.

If the present value of your vested *Prior ABIG Plan* benefit is greater than \$1,000 but no more than \$5,000, you can (i) request a lump sum cash distribution, (ii) request a rollover of your distribution to an eligible employer plan, an *IRA*, or a Roth IRA, or (iii) defer payment until any time, but no later than your attainment of age 65.

If the present value of your vested *Prior ABIG Plan* benefit is greater than \$5,000, you can (i) request any distribution option outlined below (with your *spouse*'s written, notarized consent, if applicable), or (ii) defer payment until any time, but no later than your attainment of age 65.

### **Normal Forms of Payment**

If you are married, the normal form of payment is the joint and 66 2/3 percent survivor annuity unless you (with your *spouse*'s written, notarized consent) elect otherwise.

If you are not married, the normal form of payment is the life annuity unless you elect an optional form of payment.

### **Optional Forms of Payment**

In addition to the normal forms of payment described above, there are other optional forms of payment. All optional forms of payment are *actuarially equivalent* to the life annuity. For further details regarding the following optional forms of payment, see the section titled Receiving *Your Plan Benefits* in the main body of this guide.

- Single life annuity
- Joint and 66 <sup>2</sup>/<sub>3</sub> percent survivor annuity
- Joint and 75 percent survivor annuity
- Joint and 100 percent survivor annuity
- 10-year certain and life annuity

If you are married, you cannot elect an optional form of payment or name someone other than your *spouse* as your *beneficiary* without your spouse's written, notarized consent.

Note: If you were a participant in the American Reliable Retirement Plan, you can receive a lump sum distribution of the benefit accrued under that plan as of Dec. 31, 1986. Benefits accrued after Jan.1, 1987 will be distributed according to the terms of the *Prior ABIG Plan*.

### **Survivor Benefits**

If you die before your annuity starting date:

- Your *beneficiary* will receive a monthly annuity benefit equal to 100 percent of what you would have received if you had retired the day before your death and elected the 100 percent joint and survivor annuity.
- If you elected the 66 <sup>2</sup>/<sub>3</sub> percent joint and survivor annuity within 90 days of your death, the benefit will be determined using that option.
- Your beneficiary may start receiving benefits immediately, subject to early reductions. Benefits must begin after the first of the month following your death *or* your normal retirement date, whichever is later.
- The benefit is available as a lump sum payment.

If you die on or before your earliest retirement age, your *beneficiary* will receive the benefit as outlined above. However, this pension income will be actuarially reduced to make up for the longer period of time the benefit will be paid. The actuarial reduction is based on the 1971 Group Annuity Mortality Table for females with a 7.5 percent interest rate.

# **American Memorial Life Insurance Company**

On July 26, 2000, United Family Life Insurance Company, a wholly--owned subsidiary of the Company, acquired American Memorial Life Insurance Company ("AMLIC").

AMLIC adopted the Plan effective Jan. 1, 2001.

# **Eligibility and Service Crediting**

If you were an employee working for AMLIC, you received past service credit for purposes of *eligibility* and *vesting service* with AMLIC immediately prior to Jan. 1, 2001 as long as you were an active employee on that date. If you met the Plan's eligibility requirements as of Dec. 31, 2000, you became a *participant* and began earning *credited service* on Jan. 1, 2001. If you did not meet the Plan's eligibility requirements as of Dec. 31, 2000, you will become a participant and begin earning credited service on the *entry date* coinciding with, or immediately following, the date on which you meet the Plan's eligibility requirements.

# **Certain Travelers Employees**

On August 6, 2013, the Company entered into a renewal rights purchase agreement with The Standard Fire Insurance Company through which the Company acquired the services of four employees ("Travelers Employees") who had previously been employed by The Travelers Companies, Inc. ("Travelers").

# **Eligibility and Service Crediting**

If you were an employed by Travelers immediately prior to the August 6, 2013 and you became an employee of the *Employer* on or after August 6, 2013 as a result of the acquisition, then your service with Travelers prior to the August 6, 2013 was treated as though it were service with an Employer for purposes of eligibility service and *vesting service* under the Plan but not *credited service*.

# Converge Service Group, LLC

On June 21, 2011, (the "CSG Closing Date"), Insureco Agency & Insurance Service, Inc. a subsidiary of the *Company*, acquired certain assets and employees from Converge Service Group, LLC. Converge adopted the Plan on behalf of its eligible employees effective July 1, 2012.

# **Eligibility and Service Crediting**

If you were employed by CSG immediately prior to the CSG Closing Date and you became an employee of an employer on the CSG Closing Date, then your service with CSG prior to the CSG Closing Date is treated as though it were service with an Employer for the purposes of *eligibility service* and *vesting service* under the Plan but not for purposes of determining his years of *credited Service* used to calculate his *annual accrual credits* under the Plan.

If you were employed by CSG immediately prior to the CSG Closing Date and you met the eligibility requirements as of June 21, 2011, you became a participant in the Plan on June 21, 2011. If you are an Insureco Employee who did not meet the Plan's eligibility requirements as of June 21, 2011, you will become a participant in the Plan on the entry date that coincides with, or immediately follows, the date on which you meet the Plan's eligibility requirements

# Disability Reinsurance Management Services, Inc.

The *Company* acquired Disability Reinsurance Management Services, Inc. ("DRMS"), a wholly owned subsidiary of CORE, Inc. ("CORE"), when the Company acquired CORE on July 12, 2001. DRMS adopted the Plan on behalf of its *eligible employees* effective as of Jan. 1, 2009.

### **Service Crediting**

If you were employed by DRMS immediately prior to July 12, 2001 and you were employed by DRMS on July 12, 2001, then your service with DRMS (or any other entity aggregated with DRMS under Section 414(b), (c) or (m) of the *Code*) prior to July 12, 2001 is treated as if it were service with an *Employer* for purposes of *eligibility service* and *vesting service* under the Plan but <u>not</u> for purposes of determining your years of *credited service* used to calculate your *annual accrual credits*.

If you are an employee of DRMS and you were not employed by DRMS on July 12, 2001, then your service (if any) with DRMS (or any other entity aggregated with DRMS under Section 414(b), (c) or (m) of the Code) prior to July 12, 2001 will not be counted for any purposes under the Plan.

If you are an employee of DRMS and you were first employed by DRMS after July 12, 2001, then your service with DRMS after your date of hire will be counted as service with an *Employer* for purposes of *eligibility service* and *vesting service* under the Plan but <u>not</u> for purposes of determining your years of *credited service* used to calculate your *annual accrual credits* (until such time as you become a *participant* in the Plan).

# Eligibility

If you were an *employee* of DRMS on Jan. 1, 2009 and you met the Plan's eligibility requirements as of Jan. 1, 2009, you became a *participant* in the Plan on Jan. 1, 2009. If you are an employee of DRMS on or after Jan. 1, 2009 and you did not meet the Plan's eligibility requirements as of Jan. 1, 2009, you will become a participant in the Plan on the *entry date* that coincides with, or immediately follows, the date on which you met the Plan's eligibility requirements.

# Field Asset Services, LLC

On September 30, 2013, the Company acquired all issued and outstanding limited liability company interests of Field Asset Services, LLC.

# **Treatment of FAS employees**

Effective September 30, 2013, the Committee has decided not to permit Field Asset Services, LLC to adopt the Plan on behalf of its eligible employees.

# Fortis, Inc. Employees' Uniform Retirement Plan (the "Pre-2001 Plan")

The following provisions apply to *choice participants* whose benefits after Dec. 31, 2000 are determined under the terms of the *Pre-2001 Plan*.

### **Eligibility**

You will receive a benefit under the *Pre-2001 Plan* if you:

- Were a *participant* in the Plan on Dec. 31, 2000,
- Did not elect to have your benefit determined under the *pension equity formula*, *and*
- Did not *terminate employment* after Dec. 31, 2000 and were subsequently rehired.

### Vesting

You are 100 percent vested in your Plan benefit after earning five years of *vesting service*, or if you die or become *totally disabled* while employed by an *Employer*.

#### **Retirement Dates and Benefits**

#### Normal retirement

Your *normal retirement age* is the later of (i) your 65<sup>th</sup> birthday or (ii) the date on which you earn five years of *vesting service* (but not later than the fifth anniversary of the date you became a *participant*).

### Early retirement

Early retirement benefits are calculated with the same formula used for determining normal retirement benefits. However, if benefits begin prior to age 65, they will be actuarially reduced to reflect the fact that benefits will be paid to you over a longer period of time.

Your benefits will be reduced by <sup>1</sup>/<sub>360</sub> for each month between your 55<sup>th</sup> and 60<sup>th</sup> birthdays, and by <sup>1</sup>/<sub>180</sub> for each month that you receive benefits between your 60<sup>th</sup> and 65<sup>th</sup> birthdays.

#### **Termination benefits**

You are entitled to receive a benefit if you *terminate employment* while vested in the Plan. Your benefit is calculated using the same formula for determining normal retirement benefits. If you are age 55 or older with at least 10 years of *vesting service*,

you can elect to receive an annuity immediately. Otherwise, your benefit will be deferred until age 65. Early retirement reductions apply if you receive the benefit before age 65.

#### **Survivor benefits**

If you die before your *annuity* starting date:

- Your *beneficiary* will receive a monthly annuity benefit equal to 100 percent of what you would have received if you had retired the day before your death and elected a 100 percent joint and survivor annuity.
- If you elected the 66 <sup>2</sup>/<sub>3</sub> percent joint and survivor annuity within 90 days of your death, the benefit will be determined using that option.
- Your *beneficiary* may start receiving benefits immediately, subject to early reductions. Benefits must begin after the first of the month following your death *or* your normal retirement date, whichever is later.

If you die on or before your earliest retirement age, your beneficiary will receive the benefit as outlined above. However, this pension income will be reduced by 1/360 for each month between your 55<sup>th</sup> and 60<sup>th</sup> birthdays, and by 1/180 for each month between your 60<sup>th</sup> and 65<sup>th</sup> birthdays, and further reduced to the actual date benefit payments begin, based on actuarial equivalence.

#### Pre-2001 Plan Benefit Formula

Your benefit will be calculated using the *Pre-2001 Plan* formula if you were vested in the Plan and chose this option during the special election period in late 2000. The only other circumstance in which your benefit would be determined using the Pre-2001 Plan formula is if you terminated employment on or before Dec. 31, 2000.

The *Pre-2001 Plan* (Final Average) formula is as follows:

0.9 percent x final average earnings up to Social Security covered compensation x

years of credited service up to 35

**PLUS** 

1.3 percent x *final average earnings* in excess of Social Security *covered compensation* x years of *credited service* up to 35

PLUS

1.3 percent x final average earnings x years of credited service in excess of 35

If you were a *Pre-2001 Plan participant* on Dec. 31, 1994, and at that time were age 55 or older with at least 10 years of *vesting service*, you are considered a grandfathered participant. Your benefit is the greater of:

The *Pre-2001 Plan* (Final Average) formula

or

The Career Average Formula below

1.35 percent of your annual compensation for each year of credited service

**PLUS** 

0.35 percent of your *annual compensation* in excess of the *Social Security taxable wage base* for each year of *credited service*, up to a maximum of 35 years.

### **Distribution Options**

You are eligible to receive your Plan benefit in any of the forms of payment outlined in the section titled *Receiving Your Plan Benefits* in the main body of this guide, subject to your *spouse*'s written, notarized consent. However, you may receive your benefit in the form of a lump sum only if the value of your benefit is \$15,000 or less as of your distribution date. If you are *totally disabled* and you are deemed to be terminally ill (as determined under the Company's long-term disability plan), you may elect a lump sum even if the value of your benefits as of your termination of employment exceeds \$15,000.

### **Actuarial equivalence**

The lump sum value of the benefit will be the greater of the amount determined using (i) the mortality table described in Section 417(e)(3)(B) of the *Code* and the interest rate described in Section 417(e)(3)(C) of the Code for the month of September prior to the *Plan Year* in which the distribution occurs or (ii) the Commissioner's standard mortality table in effect on Dec. 31, 2007 and the average 30-year Treasury rate for the month of September prior to the Plan Year in which the distribution occurs, rounded down to the nearest .25 percent.

Your annuity options are determined using the consolidated actuarial table included in the Plan document.

# **GE Warranty Management Group**

On Sept. 27, 2008 (the "GE Closing Date"), the *Company* purchased certain assets GE Warranty Management Group ("GE").

# **Eligibility and Service Crediting**

If you were employed by GE immediately prior to the GE Closing Date and you became an *employee* of an *Employer* on the GE Closing Date, then your service with GE prior to the GE Closing Date is treated as though it were service with an *Employer* for purposes of *eligibility service* and *vesting service* under the Plan and for purposes of determining your years of *credited service* used to calculate your *annual accrual credits*.

If you were employed by GE immediately prior to the GE Closing Date and you met the eligibility requirements for this Plan as of GE Closing Date, then you became a *participant* in the Plan as of the GE Closing Date, rather than on the next *entry date*.

# **Insureco Incorporated**

Fortis, Inc. acquired Insureco Incorporated ("Insureco") on Sept. 2, 1997.

# **Eligibility and Service Crediting**

If you were an Insureco employee on September 2, 1997, you were given past service credit for purposes of *eligibility* and *vesting service* under the Fortis Pension Plan for your period of service with Insureco prior to September 2, 1997. Therefore, if you met the Plan's eligibility requirements as of that date, you entered the Plan on Jan. 1, 1998. If you did not meet the Plan's eligibility requirement as of Jan. 1, 1998 you will become a *participant* and begin earning *credited service* on the Jan. 1 or July 1 coinciding with, or immediately following, the date on which you meet the Plan's eligibility requirements.

# John Alden Life Insurance Company

The *Company* acquired John Alden Financial Corporation ("JAFCO") on August 31, 1998. JAFCO's wholly-owned subsidiary, John Alden Life Insurance Company (JALIC) maintained the John Alden Retirement Plan (the "John Alden Plan"). That plan was frozen as of Dec. 31, 1998.

Effective Dec. 1, 1999, the frozen John Alden Plan was merged into the Plan.

### **Eligibility and Service Crediting**

Your service with John Alden is treated for purposes of eligibility service and *vesting service* as though it were with Fortis. Therefore, if you completed your eligibility service as of Dec. 1, 1999, you became a participant in the Plan on that date.

### **Vesting Service**

Until Nov. 30, 1999, your vesting service under the John Alden Plan was calculated using the "elapsed time" method. This method counted the total period of time that you were employed. For example, if you were hired on April 1, 1997, you would have earned 1.75 years of vesting service on Dec. 31, 1998.

Beginning on Dec. 1, 1999, your vesting service was calculated using the "hours counting" method of crediting service. Under this method, you earn a year of *vesting service* for every *Plan Year* in which you earn at least 1,000 *hours of service*. If you are paid on an hourly basis, your actual hours are used. If you are not paid on an hourly basis, you will earn 95 hours of service for each semi-monthly pay period in which you earn an hour of service.

The following describes the rules that applied as you transitioned from the elapsed time to the hours counting method:

- Your credited service through Nov. 30, 1999 was calculated using the elapsed time method and any whole or fractional year of service were retained.
- Your service during the fractional year (the period between your anniversary date in 1999 and Nov. 30, 1999) was converted into hours of service using 95 hours per pay period if you were non-hourly or you actual hours if you were paid on an hourly basis.
- Your service during Dec. of 1999 was counted based upon the hours counting method.
- If your hours of service for the fractional year plus your hours of service earned during Dec. of 1999 equaled at least 1,000, you earned one additional year of vesting service for 1999.

• If your hours of service for the fractional year plus your hours of service earned during Dec. of 1999 did not equal at least 1,000, you did not earn any additional vesting service for the fractional year and the month of Dec. 1999.

### **Normal Retirement Age**

Your *normal retirement age* is the later of (i) your 65<sup>th</sup> birthday or (ii) the date on which you earn five years of *vesting service* (but not later than the fifth anniversary of the date you became a *participant*).

#### John Alden Benefit Determination

### For grandfathered John Alden participants

If you were actively employed by John Alden on Dec. 31, 1998, and were age 55 or older with at least 10 years of vesting service, you are a "Grandfathered John Alden Participant." If you are a Grandfathered John Alden Participant, when you receive your Plan benefit, you will receive a monthly annuity for life that is the greater of:

Your frozen *accrued benefit* under the John Alden Plan as of Dec. 31, 1998 (frozen John Alden benefit);

**PLUS** 

The benefit you accrued under the *Pre-2001 Plan* formula using your credited service with John Alden from Jan. 1, 1999 to your *termination of employment*, taking into account pensionable compensation paid by John Alden from your hire date with John Alden to Dec. 31, 1998 (used to determine your frozen *accrued benefit*), and *annual compensation* paid from Jan. 1, 1999 to your termination date (Post-1998 benefit);

#### OR

The *accrued benefit* under the *Pre-2001 Plan* formula taking into account the total of all your years of credited service and compensation paid by John Alden under the terms of the John Alden Plan, from your hire date with John Alden to Dec. 31, 1998 (used to determine your frozen John Alden accrued benefit);

AND

Your *credited service* with Fortis and *annual compensation* paid by an *Employer* from Jan. 1, 1999 to your termination date.

# **Distribution Options**

You can receive your frozen John Alden benefit in a lump sum payment (regardless of its value), as well as your post-1998 benefit as long as the life annuity form of this benefit is \$50 per month or less.

# For non-grandfathered John Alden participants

Your *accrued benefit* determined under the Fortis Pension Plan will take into account your frozen accrued benefit under the John Alden Plan calculated as follows:

Your total years of benefit accrual service with, and pensionable compensation from, John Alden under the terms of the John Alden Plan beginning on your hire date and ending on Dec. 31, 1998.

You will never receive less than the amount of your frozen *accrued benefit* as of Dec. 31, 1998 under the John Alden Plan.

# Mutual Benefit Life Insurance Company Retirement Plan

On Oct. 1, 1991, the *Company* acquired certain assets of Mutual Benefit Life Insurance Company in Rehabilitation ("Mutual Benefit"). As a result of this asset acquisition, some Mutual Benefit employees became employees of Western Life Insurance Company (renamed Fortis Benefits Insurance Company). Those employees are called "MBL Transferring Employees." The *accrued benefits* of MBL Transferring Employees under the Mutual Benefit Life Retirement Plan for Employees were transferred to the Fortis Pension Plan. These transferred accrued benefits are not accounted for separately under this Plan. Instead, they are available to pay benefits for all participants in this Plan.

### **Eligibility and Service Crediting**

If you are a MBL Transferring Employee, you became eligible to participate in the Plan as of Oct. 1, 1991.

### **Vesting and Service Crediting**

If you are a MBL Transferring Employee, your service with Mutual Benefit is treated for purposes of eligibility service and *vesting service* as though it were with Fortis Benefits Insurance Company. Accordingly, if you completed your eligibility service as of Oct. 1, 1991, you became a *participant* in the Plan on that date.

#### **Retirement Dates and Benefits**

## Normal or delayed retirement benefit

If you are not entitled to a *pension equity benefit*, your *accrued benefit* under this Plan, as of your normal or delayed retirement date, will be paid as a monthly annuity for the rest of your life. Your accrued benefit will be the greater of (A) + (B) or (C) below, where:

(A) is your frozen MBL Plan benefit as of Sept. 30, 1991, which is equal to 1.857 times your average compensation\* for the four consecutive complete calendar years of employment with Mutual Benefit of highest compensation (up to Sept. 30, 1991) during 10 consecutive complete calendar years of employment (or, if less, your total years of employment with Mutual Benefit)

multiplied by your benefit accrual service\*\* as of Sept. 30, 1991;

(B) is your *Pre-2001 Plan* Career Average benefit from Sept. 30, 1991 to *termination of employment*, which is your *accrued benefit* under the Pre-2001 Plan (Career Average) formula based on your credited service with and annual compensation paid by an *Employer* from Oct. 1, 1991 to Dec. 31, 1994\*\*\*. However, you are deemed to have accrued a year of credited service from Oct. 1, 1991 through Dec. 31, 1991 if you accrued at least 250 hours of service during

that period. (Your "annual compensation" for this brief year of credited service is the actual compensation you received for that three-month period), and

(C) is your Pre-2001 Plan Final Average benefit, which is your accrued benefit determined under the Pre-2001 Plan (Final Average) formula, but taking into account your total years of benefit accrual service with and pensionable compensation paid by Mutual Benefit (beginning on your hire date and ending on Sept. 30, 1991), and your credited service with, and *annual compensation* paid by, an *Employer* beginning Oct. 1, 1991 and ending on your termination date.

### Early retirement benefit

If you reach your early retirement date (as defined below), you may elect to receive your *accrued benefit* beginning on either your early retirement date or your normal retirement age.

If you elect early retirement, your frozen MBL Plan benefit will be reduced by one-third of 1 percent for each month you receive benefits before your 65<sup>th</sup> birthday. However, if you satisfy the following requirements (known as the Rule of 90) as of your early retirement date, your *accrued benefit* will not be reduced:

- You reach age 60 with at least 30 years of vesting service;
- You reach age 61 with at least 29 years of vesting service;
- You reach age 62 with at least 28 years of vesting service;
- You reach age 63 with at least 27 years of vesting service; or
- You reach age 64 with at least 26 years of vesting service.

# Disability retirement benefit

Your *accrued benefit* as of your disability retirement date is determined in the same manner as your normal retirement benefit, but is subject to additional crediting of credited service, vesting service and annual compensation earned after Oct. 1, 1991.

#### Minimum benefit

Under the frozen MBL Plan benefit, the vesting service you earned on or after Jan. 1, 2001 continues to count toward your right to receive your benefit under the Rule of 90.

<sup>\*</sup> As defined in the Mutual Benefit Retirement Plan, but including overtime.

<sup>\*\*</sup> As defined in the Mutual Benefit Retirement Plan.

<sup>\*\*\*</sup> If you are a grandfathered **Pre-2001 Plan** participant, service and compensation through your normal retirement date is taken into account.

# **Protective Life Insurance Company**

Fortis, Inc., on behalf of FBIC, acquired certain assets and employees from Protective Life Corporation (PLICO) on Dec. 31, 2001.

### **Eligibility and Service Crediting**

If you were an employee from PLICO as of Dec. 31, 2001 and were employed by FBIC on Jan. 1, 2002, your eligibility and vesting service with PLICO immediately before Jan. 1, 2002 is taken into account as eligibility and vesting service under the Plan. Therefore, if you met the Plan's eligibility requirements as of that date, you entered the Plan and began to accrue *credited service* on Jan. 1, 2002. If you did not meet the Plan's eligibility requirements as of Jan. 1, 2002, you will become a *participant* and begin earning *credited service* on the Jan. 1 or July 1 coinciding with, or immediately following, the date on which you meet the Plan's eligibility requirements.

# Retail Powersports Management Group, Inc. and Lemco Software Group, LLC

On April 17, 2007 (the "RPMG Closing"), the *Company* purchased certain assets related to the business of management training and communication services in the powersports industry from United Service Protection Corporation, Retail Powersports Management Group, Inc. ("RPMG"), Lemco Software Group, LLC ("Lemco") and other owners.

### **Eligibility and Service Crediting**

If you were employed by RPMG or Lemco immediately prior to the RPMG Closing Date and you became an *employee* of an *Employer* effective as of the RPMG Closing Date, then your service with RPMG or Lemco (as the case may be) prior to the RPMG Date is treated as though it were service with an Employer for purposes of *eligibility service* and *vesting service* under the Plan.

If you were employed by RPMG or Lemco immediately prior to the RPMG Closing Date and you met the eligibility requirements of the Plan as of RPMG Closing Date, then you became a *participant* in the Plan as of the RPMG Closing Date, rather than on the next *entry date*.

# Safeco Financial Institution Solutions, Inc.

The *Company* acquired all of the stock of Safeco Financial Institution Solutions, Inc. ("SFIS") on April 30, 2006. SFIS adopted this Plan on behalf of its *eligible employees* effective as of April 30, 2006.

If you were employed by SFIS immediately prior to April 30, 2006 and you remained employed by SFIS on April 30, 2006, then your service with SFIS and Safeco Corporation prior to April 30, 2006 will be treated as though it were service with an *Employer* for purposes of *eligibility service*, determining your level of *annual accrual credits*, and *vesting service* under the Plan. In addition, for purposes of determining your *final average earnings*, the period from April 30, 2006 through Dec. 31, 2006 will be counted as a complete calendar year.

### **Eligibility and Service Crediting**

If you were employed by SFIS immediately prior to April 30, 2006 and you met the Plan's eligibility requirements as of April 30, 2006, then you will become a *participant* in the Plan on May 1, 2006. If you did not meet the Plan's eligibility requirements, you will become a *participant* and begin earning *credited service* on the *entry date* coinciding with, or immediately following, the date on which you meet the Plan's eligibility requirements.

# Signal Holdings, LLC

On Oct. 1, 2008 (the "Signal Closing Date"), the *Company* acquired all of the stock of Signal Holdings, LLC ("Signal"). Signal adopted the Plan on behalf of its *eligible employees* effective as of Jan. 1, 2009.

# **Eligibility and Service Crediting**

If you were employed by Signal immediately prior to the Signal Closing Date and you remained employed by Signal on the Signal Closing Date (a "Signal Employee"), then your service with Signal prior to the Signal Closing Date is treated as though it were service with an *Employer* for purposes of *eligibility service* and *vesting service* under the Plan but not for purposes of determining your years of *credited service* used to calculate your *annual accrual credits*.

If you were a Signal Employee who met the Plan's eligibility requirements as of Jan. 1, 2009, you became a *participant* in the Plan on Jan. 1, 2009. If you are a Signal Employee who did not meet the Plan's eligibility requirements as of Jan. 1, 2009, you will become a participant in the Plan on the *entry date* that coincides with, or immediately follows, the date on which you meet the Plan's eligibility requirements.

# Solidify Software, LLC

On April 9, 2012, the Company acquired all of the membership interests of Solidify Software, LLC ("SS-LLC"). The Company determined that SS-LLC could adopt the Plan on behalf of its Eligible Employees effective as of the SS-LLC Closing Date.

# **Eligibility and Service Crediting**

For purposes of this Plan, if you were employed by SS-LLC immediately prior to the SS-LLC Closing Date and you remained employed by SS-LLC after April 9, 2012, then your service with SS-LLC prior to April 9, 2012 was treated as though it were service with an Employer for purposes of eligibility service and *vesting service* under the Plan.

If you were a Solidify Employee who met the Plan's eligibility requirements as of July 1, 2012, you became a *participant* in the Plan on July 1, 2012. If you are a Solidify Employee who did not meet the Plan's eligibility requirements as of July 1, 2012, you will become a participant in the Plan on the *entry date* that coincides with, or immediately follows, the date on which you meet the Plan's eligibility requirements

# The St. Paul Companies, Inc.

Fortis acquired St. Paul Life and St. Paul Advisors from The St. Paul Companies, Inc. on Dec. 31, 1984. As a result of this acquisition, certain employees of The St. Paul Companies, Inc. became employees of Western Life Insurance Company, which was renamed Fortis Benefits Insurance Company ("St. Paul Transferring Employees").

### **Eligibility and Service Crediting**

If you were a St. Paul Transferring Employee on Dec. 31, 1984, you were given past service credit for purposes of eligibility and *vesting service* under the Fortis Pension Plan for your period of service with The St. Paul Companies, Inc. prior to Jan. 1, 1985. Therefore, if you met the Plan's eligibility requirements as of that date, you entered the Plan on Jan. 1, 1985. If you did not meet the Plan's eligibility requirements as of Jan. 1, 1985 you will become a *participant* and begin to accrue *credited service* on the Jan. 1 or July 1 coinciding with, or immediately following, the date on which you meet the Plan's eligibility requirements.

#### St. Paul Retirement Benefits

### Normal or delayed retirement

Your *accrued benefit* under this Plan as of your normal or delayed retirement date will be paid as a monthly annuity for the rest of your life. Your accrued benefit will be equal to the greater of (1) + (2) or (3):

- (1) Your *accrued benefit* under the St. Paul Companies, Inc. Employees' Retirement Plan (the "St. Paul Plan") as of Dec. 31, 1984 plus
- (2) Your *accrued benefit* under this Plan (career average formula), based on your credited service with and *annual compensation* paid by an *Employer* from Jan. 1, 1985 to your *normal retirement date* or *delayed retirement date*.

or

- (3) Your *accrued benefit* under this Plan (final average formula), determined by taking into account
  - (i) Your total years of benefit accrual service with compensation paid by St. Paul (as determined under the St. Paul Plan beginning on your hire date and ending on Dec. 31, 1984) and
  - (ii) Your credited service with, and *annual compensation* paid by, an *Employer* from Jan. 1, 1985 to your termination date.

### Early retirement

Your benefit payable at your early retirement date is calculated as the greatest of (1), (2) or (3) below:

- (1) Your *accrued benefit* as determined under bullet point (1) under "normal or delayed retirement" subject to an early retirement reduction (St. Paul Early Retirement Reduction Factor defined below);
- (2) Your total *accrued benefit* determined under bullet point (1) plus (2) under "normal or delayed retirement," subject to an early retirement reduction (Blended Fortis Factor defined below); or
- (3) Your total *accrued benefit* determined under bullet point (3) under "normal or delayed retirement," subject to an early retirement reduction (Fortis Early Retirement Reduction Factor defined below).

### **Special retirement factors**

- (a) St. Paul Early Retirement Reduction Factor (St. Paul ERF) = 4 percent per year. However, if you satisfy the rule of 70 (i.e., your age as of your early retirement date plus your years of *vesting service* as of your termination date are at least equal to 70), then you will receive a reduced benefit as follows:
- (b) Special St. Paul early retirement reduction factor = St. Paul ERF + .02 x (total points -70).Blended Fortis Factor = St. Paul ERF [(Year of Termination 1985) x .10 x (St. Paul ERF Fortis ERF)].
- (c) Fortis Early Retirement Reduction Factor (Fortis ERF) = a reduction of 1/360 for each month between your 55<sup>th</sup> and 60<sup>th</sup> birthdays, and 1/180 for each month that you receive benefits between your 60<sup>th</sup> and 65<sup>th</sup> birthdays.

# Disability retirement benefit

Your *accrued benefit* as of your disability retirement date will be paid monthly, payable as an annuity for the rest of your life. Benefits begin on your *normal retirement age*, determined in the normal way, but subject to additional crediting of *credited service*, *vesting service*, and *annual compensation* after Jan. 1, 1985.

# UDC Dental California, doing business as United Dental Care of California, Inc.

Fortis, Inc. on behalf of FBIC, acquired United Dental Care of California on Dec. 31, 2001.

# **Eligibility and Service Credits**

If you were an employee of UDC-CA on Jan. 1, 2002, your eligibility and *vesting service* with UDC-CA immediately before Jan. 1, 2002 is taken into account as eligibility and vesting service under the Plan. Therefore, if you met the Plan's eligibility requirements as of that date, you entered the Plan and began to accrue *credited service* on Jan. 1, 2002. If you did not meet the Plan's eligibility requirements as of Jan. 1, 2002, you will become a *participant* and begin earning credited service on the Jan. 1 or July 1 coinciding with, or immediately following the date on which you meet the Plan's eligibility requirements.

# U.S. Insurance Services, Inc.

On Jan. 29, 2010 (the "USIS Closing Date"), American Reliable Insurance Company, a subsidiary of the *Company*, acquired all of the capital stock of U.S. Insurance Services, Inc. ("USIS"). USIS adopted the Plan on behalf of its *eligible employees* effective as of the USIS Closing Date.

## **Eligibility and Service Crediting**

If you were employed by USIS immediately prior to the USIS Closing Date and you remained employed by USIS on the USIS Closing Date (a "USIS Employee"), then your service with USIS prior to the USIS Closing Date is treated as though it were service with an *Employer* for purposes of *eligibility service* and *vesting service* under the Plan, but not for purposes of determining your years of *credited service* used to calculate your *annual accrual credits*.

If you were a USIS Employee who met the Plan's eligibility requirements on the USIS Closing Date, you became a *participant* in the Plan as of the USIS Closing Date. If you are a USIS Employee who did not meet the Plan's eligibility requirements on the USIS Closing Date, you will become a participant in the Plan on the *entry date* that coincides with, or immediately follows, the date on which you meet the Plan's eligibility requirements.