

2024 Life and Accidental Death and Dismemberment (AD&D) Summary Plan Description





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## Introduction

Bimbo Bakeries USA (BBU) and Bimbo QSR (the "Company") provide life and accident insurance coverage to protect you and your family. The Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance Plan is provided through an insurance policy issued by Securian Life (Securian) and is administered by Telus. Please contact Securian at **1-866-293-6047** to file a claim. For questions about coverage, please contact Telus through the BBU Benefits Center at **1-888-60-myBBU** (1-888-606-9228).

Life Insurance provides benefits if you or a covered family member dies. AD&D Insurance pays benefits, in addition to any Basic/Supplemental Life Insurance benefit you may have, in the event that you or a covered family member dies or suffers injuries as the result of a covered accident.

Please refer to the Administrative Summary Plan Description (SPD) for information on eligibility, enrollment, cost of coverage, and claim filing and appeals for the Life and AD&D Insurance Plans.

## The Company Life Insurance and Accidental Death and Dismemberment (AD&D) Plan includes:

- Basic Associate Term Life Insurance (Basic Life)
- Basic Associate AD&D Insurance (Basic AD&D)
- Supplemental Associate Life Insurance
- Supplemental Spouse Life Insurance
- Supplemental Child(ren) Life Insurance
- Supplemental Associate AD&D Insurance (automatic when you enroll in Supplemental Associate Life Insurance)

# Participating in the Plan

## Basic Life and Basic AD&D Insurance Coverage — Company-Paid

As an eligible associate, you are automatically enrolled in Basic Life and Basic AD&D Insurance coverage. You do not have to complete any enrollment forms to participate. However, you must name a beneficiary so that your benefits can be distributed in the event of your death. (See **Naming a Beneficiary** for more information.)

## Supplemental Insurance Coverage — Associate-Paid

If you want additional protection, you may purchase:

- Supplemental Life and AD&D Insurance coverage for vourself
- Supplemental Life Insurance for your spouse and your eligible dependent child(ren)

You automatically receive Supplemental AD&D Insurance in the same amount when you purchase Supplemental Life Insurance for yourself.

You must enroll for supplemental coverage within 31 days of becoming eligible. If you do not enroll when you are first eligible, you may enroll during the Annual Enrollment period or if you experience a qualified change in status. (See **Changing Your Coverage** for more information.) If enrolling outside the initial 31-day window you may need to complete an Evidence of Insurability (EOI) form.

## **Company Couples**

If both you and your spouse work for the Company, special provisions apply:

- You are each eligible for Basic Life with your spouse as your dependent and Basic AD&D Insurance coverage
- You are each eligible to purchase Supplemental Associate Life Insurance and Supplemental AD&D Insurance coverage with your spouse as your dependent
- Only one of you may purchase Supplemental Dependent Life Insurance coverage for your eligible dependent child(ren)

## **Changing Your Coverage**

You can change your level of Supplemental Life Insurance for yourself, your spouse and your eligible dependent child(ren) or enroll for the first time during the Annual Enrollment period or if you have a qualified change in status.

Qualified changes in status include:

- A change in your legal marital status
- The birth of a child or becoming legally responsible for a child
- Your dependent satisfies (or ceases to satisfy) dependent eligibility requirements
- Your spouse or child dies
- A change in your or your spouse's employment status that results in gaining or losing eligibility for coverage, including:
  - Beginning or ending employment
  - Returning from an unpaid leave of absence
  - A change from part-time to full-time employment
- A change in status due to the commencement or termination of leave qualifying under the Uniformed Services Employment Reemployment Rights Act (USERRA)
- The loss of coverage
- The addition to, or improvement in, coverage
- A change in coverage in your spouse or dependent child(ren)'s plan (either during that employer's annual enrollment period or due to a mid-year election change permitted under the Internal Revenue Code)
- A reduction in hours of service, even if you remain eligible for such coverage if you were reasonably expected to work 30 hours per week and you experience a change in employment, after which you are reasonably expected to work less than 30 hours per week

You may be required to submit Evidence of Insurability before coverage can begin. (See **Evidence of Insurability** for more information.)

## When Coverage Begins

Basic Life and Basic AD&D Insurance coverage will begin on the date you become eligible for coverage, as long as you are actively at work on that date. If you are not actively at work on the date coverage is supposed to begin, coverage begins on the date you return to active employment.

Supplemental coverage will begin on the date you enroll when you are first eligible or when you enroll or change coverage during the Annual Enrollment period or because you have a qualified change in status, up to the guaranteed issue amount. Coverage above the guaranteed issue amount will require Evidence of Insurability and will begin after the coverage is approved, provided you enroll for coverage and as long as Evidence of Insurability is not required. (See **Evidence of Insurability** for more information.)

## **Your Eligible Dependents**

If you enroll your spouse or an eligible dependent for supplemental benefits, providing you are actively at work, coverage for your dependents becomes effective when you enroll, up to the guaranteed issue amount. Coverage above the guaranteed issue amount will require Evidence of Insurability and will begin after the coverage is approved.

If your spouse or dependent (other than a newborn) is hospitalized or confined due to illness or disease on the date his or her insurance would become effective, his or her effective date will be delayed until he or she is released from the hospital or confinement.

## Naming a Beneficiary

A "beneficiary" is any person or organization, except for the Company, whom you wish to receive Life and AD&D Insurance benefits if you die while covered under the Plan.

You may change your beneficiary designations at any time. You may also choose to name an irrevocable beneficiary (a beneficiary that cannot be changed without the beneficiary's consent).

If you die and had not named a beneficiary, or if the beneficiary you named is not alive, Securian will pay benefits in the following order:

- Spouse
- Natural or legally adopted child(ren)\*
- Parent(s)
- Sibling(s)
- Your estate

For your spouse and your eligible dependents, you are typically the beneficiary when a covered spouse or dependent dies.

You may update your beneficiaries at **myBBUbenefits.com**. If you name more than one beneficiary and you do not designate the percentage each beneficiary will receive, they will share equally in your death benefits.

\*If the beneficiary is a minor their guardian must complete a specific beneficiary statement and select one of two options for payment. If option 1 is selected, Securian will hold the benefit in a certificate at interest until the minor reaches legal age. If option 2 is selected, Securian will pay the benefit to the minor's financial estate in care of their guardian. Securian also requires Letter(s) of Guardianship over the minor's financial estate naming a quardian (including parents).

#### **Changing Your Beneficiary**

You can change the beneficiary on record for Life or AD&D Insurance benefits at any time at **myBBUbenefits.com**.

## **Family and Medical Leave**

You may continue basic and supplemental coverage for you, your spouse and your dependent child(ren) while you are away on unpaid Family and Medical Leave Act of 1993 (FMLA) leave. The Company will continue to provide your Basic Life and AD&D Insurance coverage for the term of your approved FMLA leave.

If you want to continue your supplemental coverage(s), and you are on a paid leave of absence, payments will continue to be made on a monthly basis. If you are on an unpaid leave of absence, you will need to make monthly payments directly to Wage Works to continue any supplemental coverage while you are on leave. Call the BBU Benefits Center at **1-888-60-myBBU** (1-888-606-9228) for more information.

#### Incontestability: Statement Made by You

Any statement you make will be considered a representation and not a warranty. Securian will not use a statement to contest insurance, reduce benefits or defend a claim unless the following requirements are met:

- Your statement is in a written application or enrollment form
- You have signed the application or enrollment form
- A copy of the application or enrollment form has been given to you, your spouse or eligible child

Securian will not use your statements to contest insurance after the insurance has been in force for two years during your life, nor will Securian contest an increase or benefit addition to your insurance after the increase or benefit has been in force for two years during your life.

# When Coverage Ends

Your (and your spouse's and your dependent's) coverage ends on the earliest of:

- The day immediately following the date you terminate employment (including retirement)
- The date you no longer meet the Plan's eligibility requirements
- The date you discontinue coverage
- The date of your death
- The date you are no longer eligible due to amendments the Company makes to the Plan
- Your status change date if you are no longer eligible for life insurance due to a job or eligibility change
- 90 days after the due date of any premium contribution is not paid (coverage will continue until the end of the last period for which payment was received)
- The last day for which premium contributions have been paid following your written request to end participation in the Plan
- The date the Company discontinues the Plan

If your coverage ends because you are no longer eligible, but you become eligible again within 90 days after the date your coverage ended, your prior insurance may be reinstated without Evidence of Insurability. For coverage to be reinstated, Securian must be notified that you are eligible again within 90 days of your first losing eligibility.

You may be able to continue your Basic Life Insurance and, if applicable, Supplemental Life Insurance coverage for yourself, spouse and child(ren) through the portability feature (see **Continuing Coverage – Portability** for information about porting coverage, including how to apply) or by converting your coverage to an individual policy (see **Continuing Coverage – Conversion** for information about converting coverage, including how to apply). Portability rights also apply for AD&D Insurance.

### If You Die While Covered

If you, your covered spouse and/or your covered dependent child(ren) dies while covered, contact the BBU Benefits Center at **1-888-60-myBBU** (1-888-606-9228) to file a claim. The BBU Benefits Center will explain what benefits are provided and what needs to be done to process the claim.

If you, your covered spouse and/or your covered dependent child(ren) dies within 31 days after coverage ends and conversion rights are available, a benefit will be paid based on the amount eligible to convert under the terms of the conversion right.

If your spouse has Supplemental Spouse Term Life Insurance coverage and you wish to continue that coverage, he/she may apply to convert or port the coverage. (See **Continuing Coverage – Portability** for more information.)

## **Continuing Coverage — Portability**

The portability feature allows you to continue all or part of your life and/or AD&D insurance coverage, without providing Evidence of Insurability, after your coverage would normally end. You pay the full cost of this coverage, based on age and amount of coverage using group rates.

You may port all or part of Basic Term Life/AD&D and Supplemental Term Life/AD&D Insurance coverage for yourself, your spouse and/or your dependent child(ren) to another group policy if you are in active status and your insurance ends because:

- Your employment ends
- You cease to be in a class that is eligible for the insurance
- The policy ends or is amended to end the eligible class you are in

The portability feature is not available if you were on a medical leave of absence when you terminated employment or if coverage ends because you did not pay any required premiums.

You must be age 69 or younger to port coverage for yourself. The minimum amount of coverage you can port is \$10,000 and maximum amount is the lesser of:

- The total amount of all insurance in effect immediately before the date your insurance ends
- \$1,000,000 (or \$650,000 if you are age 65 or older)

Your spouse must be age 69 or younger to port coverage. The maximum amount of coverage for your spouse that you may port is the lesser of:

- The total amount of all insurance in effect immediately before the date the insurance ends
- \$150,000 (or \$97,500 if your spouse is age 65 or older)

Ported coverage for you and your spouse will be reduced by 65% of the amount of coverage at age 65.

For your covered dependent child(ren) under age 26, you may port the amount of insurance in effect immediately before the date the insurance ends. You may port coverage for your child(ren) only if you port coverage for yourself. The minimum amount of coverage you can port is \$1,000 and the maximum is the amount of coverage in effect immediately before the date the insurance ends.

#### Ported coverage ends:

- For you, when you reach age 70 or if you satisfy eligibility requirements of the active policy again.
  Note: You cannot have both ported coverage and associate coverage at the same time.
- For your spouse, on the earlier of the date your spouse reaches age 70 or you reach age 70
- For your child(ren), on the earlier of the date your child(ren) reach age 26 or you reach age 70

Any group Life Insurance amount not ported may be converted to an individual policy. See **Continuing Coverage** – **Conversion** for more information.

## **Continuing Coverage — Conversion**

The life insurance conversion feature allows you to convert all or part of your coverage to an individual policy, without providing Evidence of Insurability, after your coverage would normally end. You pay the full cost of this coverage, based on age and amount of coverage.

You may convert all or part of your Basic Term Life and Supplemental Term Life Insurance coverage for yourself, your covered spouse and/or your covered dependent child(ren) to an individual policy.

You have the option to convert the full amount of your coverage if your coverage ends because:

- You cease to be in an eligible class
- Your employment ends

You also have the option to convert part of your coverage, known as a limited conversion, if you have been insured for at least five years and your coverage ends because:

- The group policy ends
- The group policy is changed to reduce or end your coverage

With limited conversion, you may convert up to the lesser of:

- \$10,000 or
- The amount of any life insurance coverage you become eligible for under any other group life policy within 31 days of the end of this Life policy

Conversion is not available if your coverage ends because you did not pay any required premiums.

When you convert coverage, you will be issued an Individual Whole Life Insurance Policy, with the following features:

- You will continue paying premiums until death
- The premium amount remains the same, based on age at the time of conversion and tobacco status on file
- There will be no age reductions to coverage
- A living benefit builds cash value

If you die during the period between when your coverage would normally have ended and the date for applying to convert coverage, the full amount of the coverage in effect on the date coverage ended will be paid, regardless of whether you had applied to convert coverage.

#### **How to Port or Convert Coverage**

You, your covered spouse and/or covered dependent child(ren) must apply to port or convert coverage and pay the first premium within 31 days of the date coverage ends. "Porting" allows you to continue all or part of your coverage at group rates, without providing Evidence of Insurability, after your coverage would normally end. "Converting" allows you to convert all or part of your coverage to an individual policy, without providing Evidence of Insurability, after your coverage would normally end. Securian will send you notification of your right to port or convert coverage. This notice will include an application form, which you should complete and submit to:

- Online: lifebenefits.com/filetransfer
- Fax: 1-651-665-1542
- Mail: Securian Financial Group, Inc., PO Box 64086; St. Paul, MN 55164-0086

You will pay your premiums directly to Securian on a monthly, quarterly, semi-annual or annual basis. Premiums will be subject to an administrative charge per billing period. To learn more about the cost of coverage, go to **lifebenefits.com/continue**; enter policy number 70009 and access key Bimbo.

If you have any questions about porting or converting coverage, please call **1-866-365-2374**.

## **How Life and AD&D Insurance Work**

The Company offers two levels of Life and AD&D Insurance coverage: Basic and Supplemental. Supplemental coverage is separate and additional to the Basic coverage described below.

# Basic Life and AD&D Insurance — Company-Paid

The Company pays the cost of Basic Term Life and Basic AD&D Insurance coverage. You are covered at one times your annual base pay (rounded to the next higher \$1,000, if not already a multiple of \$1,000), with a minimum benefit of \$40,000 and a maximum benefit of \$1,350,000. Basic AD&D Insurance coverage is the same as your Basic Life Insurance coverage; the amount of any benefit you receive for a qualifying injury depends on the severity of the injury and is paid in addition to any Life Insurance benefit. (See **Schedule of Benefits** for more information.)

Your annual base pay excludes overtime, commissions, bonuses or any other additional compensation.

#### **Changes in Base Pay**

Generally, the amount of your life insurance coverage is determined using your annual base pay as of September 1 of each Plan year. If your annual base pay increases during the year, your coverage amount will increase as of the following September 1. However, if during the year you experience any of the following, the amount of your life insurance coverage is determined using your annual base pay at the time of the status change:

- have a change in Benefit Group (i.e., you move from collectively-bargained to non-union status), or
- switch from hourly to salaried status (or vice versa) or
- switch from part-time to full-time status (or vice versa).

# Supplemental Term Life and AD&D Insurance — Associate-Paid

When you purchase Supplemental Life Insurance, your AD&D Insurance coverage will be the same as your total covered life insurance amount. You cannot purchase Supplemental Life Insurance for yourself without purchasing Supplemental AD&D Insurance for yourself. In other words, if you purchase Supplemental Life Insurance for yourself, you will automatically receive Supplemental AD&D Insurance for yourself.

#### Supplemental Associate Term Life and AD&D

**Insurance** — you may purchase coverage from one to seven times your annual base pay (rounded to the next higher \$1,000, if not already a multiple of \$1,000), with a maximum combined Basic and Supplemental Insurance coverage of \$1,350,000.

Amounts exceeding the guaranteed issue amount (five times your annual base pay or \$1,350,000, whichever is less) will require Evidence of Insurability. (See **Evidence of Insurability** for more information.)

**Supplemental Spouse Term Life Insurance** — you may purchase spouse coverage of:

\$10,000

• \$75,000

• \$25,000

• \$100,000

• \$50,000

• \$150,000

Any amount higher than \$25,000 is considered over the guaranteed issue amount and will require Evidence of Insurability. (See **Evidence of Insurability** for more information.)

You may purchase Supplemental Term Life for your spouse even if you have not elected supplemental coverage for yourself.

#### Supplemental Dependent Child(ren) Term Life

**Insurance** — you may purchase dependent child(ren) coverage of \$5,000 or \$10,000 for each dependent child. The cost is based on the amount of coverage, not how many children you cover. Evidence of Insurability is not required.

You may purchase Supplemental Term Life Insurance coverage for your dependent child(ren) even if you have not elected supplemental coverage for yourself.

You must be actively at work on the date your coverage or any increase in coverage is scheduled to take effect. If you are not actively at work on the date your coverage or any increase in coverage is scheduled to take effect, your coverage or the increase in coverage will not become effective until you return to active work.

## **Reduction in Coverage at Age 70**

When you reach age 70, your Basic and Supplemental Life and AD&D Insurance coverage will be reduced by 50%. The reduction in coverage will be effective on the January 1 after you reach age 70. Coverage will be reduced at age 70 even if you have the minimum coverage of \$40,000. This means that any benefit could be less than \$40,000.

## **Imputed Income**

The Company pays the full cost of your Basic Term Life Insurance coverage. As a result, depending on your earnings, your Basic Term Life coverage may create imputed income and you may have to pay some additional taxes. According to Federal law, only the first \$50,000 of your basic life insurance benefit is not taxable. The "imputed income" value for coverage amounts over \$50,000 will be added to your W-2 statement. In addition to your life insurance benefit, there may be an "imputed income" value, based on the age of each covered dependent that may be added to your W-2 statement if you select optional coverage for your eligible dependents. All "imputed income" values are determined from government tables and in most cases have a minimal effect on your taxes.

## **Cost of Supplemental Coverage**

The cost of supplemental coverage for you and your spouse is based on your age, the amount of coverage you choose, and your tobacco status. Premiums increase as you reach the next-higher age bracket and take effect on the Annual Enrollment following your birthday.

Premium rates are communicated each year during Annual Enrollment.

## **Evidence of Insurability**

In some cases, you must provide proof of your good health — that is, Evidence of Insurability — before supplemental coverage can begin. (Because your Basic Term Life Insurance and Basic AD&D Insurance are automatic, Evidence of Insurability is not required.)

**Supplemental Life Insurance for yourself** — you must provide Evidence of Insurability if:

- You enroll for coverage in an amount higher than the guaranteed issue amount of the lesser of five times annual base pay or \$1,350,000
- You make a late request for coverage. A late request is one made more than 31 days after you initially became eliqible
- You make a request to increase your supplemental coverage

**Supplemental Term Life Insurance for your spouse** — you must provide Evidence of Insurability if:

- You enroll your spouse in coverage higher than the guaranteed issue amount, which is \$25,000
- You make a late request for coverage. A late request is one made more than 31 days after you initially became eligible
- You make a request to increase coverage for your spouse

Evidence of Insurability is not required to cover dependent children.

Until your application is approved, you will have coverage equal to the guaranteed issue amount. The amount above the guaranteed issue amount will take effect on the date your application is approved by Securian.

To provide Evidence of Insurability, you will complete an online questionnaire. In most cases, your application will be approved immediately after completing the questionnaire. In some cases, however, a physical exam may be required before coverage can be approved. If an exam is required, Securian pays the full cost of this exam and any related lab tests.

## **About Life Insurance Benefits**

If you, your covered spouse and/or a covered dependent child dies while covered under the Life Insurance Plan, the Plan pays benefits after your claim has been submitted and approved. (See **How to File a Claim** in the Administrative SPD for more information.)

Life Insurance benefits are paid in one lump sum to the beneficiary on record and are in addition to any AD&D Insurance benefits. (See **How Life Insurance and AD&D Insurance Work** for more information.)

# **Accelerated Terminal Illness Life Insurance Benefit**

To help you meet the financial needs of the terminally ill, a one-time "accelerated benefit" may be available to you that enables an eligible person to receive a portion of his/her Life Insurance benefit before he/she dies. To be eligible for this benefit, a physician must certify in writing that the person is terminally ill and has a life expectancy of no more than 12 months.

Securian may request an examination by a physician of their choice, at their expense, before approving an accelerated benefit. An accelerated benefit can be requested only when:

- Coverage has not been assigned
- All premiums due have been paid
- The insured has not named an irrevocable beneficiary (a beneficiary that cannot be changed without the beneficiary's consent).

The accelerated life insurance benefit provision applies to Basic and Supplemental Term Life Insurance and Supplemental Spouse and Dependent Child(ren) Term Life Insurance.

The minimum accelerated life insurance benefit payable is \$10,000 and the maximum accelerated life insurance benefit is \$1,000,000 (basic and supplemental combined). You may request to accelerate all or part of your death benefit. If you request a partial accelerated benefit, the remaining amount of insurance must be at least \$25,000.

There are tax implications to taking an accelerated benefit. You should consult a tax advisor before requesting an accelerated benefit.

If you think you qualify and are interested in accelerated life insurance benefits, please contact Securian at **1-866-293-6047** for more information.

#### **Paying for Coverage**

If you or your covered spouse is terminally ill and receives an accelerated benefit, you must pay the required premiums on the remaining amount of your supplemental coverage.

## **Assigning Your Benefits**

You can transfer ownership of your Basic and Supplemental Life benefits to another person or organization. You must submit a written statement to Telus to confirm the assignment of your benefit.

Because there are considerations to take into account before making this decision, you may want to consult a tax or legal advisor before doing so.

### If You Become Disabled

If you cease active work because you are totally and permanently disabled while covered by Life Insurance, Basic Term Life Insurance will automatically continue and you may continue Supplemental Term Life Insurance coverage for yourself by continuing to pay the premiums during your period of total disability.

Once you have been totally disabled for six months, you will become eligible for waiver of premium with Securian. Totally disabled means that you are unable to engage in any occupation for which you are reasonably suited by education, training or experience on a full- or part-time basis. You must be under the care of a licensed physician.

Your total disability must begin before you attain age 60 and while you are enrolled in Supplemental Term Life Insurance coverage in order to be eligible for waiver of premium on your Supplemental Term Life coverage.

The waiver of premium ends when your total disability ends, the date you turn age 65, the date you die, the date you do not give proof of your total disability to Securian or the date you refuse to be examined by Securian's physician.

For guestions, contact Securian at 1-866-293-6047.

### **Exclusions and Limitations**

If you or your covered spouse commits suicide within two years from the effective date of Supplemental Life Insurance coverage, no Supplemental Life Insurance benefit will be paid. Any premiums paid will be returned to the beneficiary.

If you or your covered spouse commits suicide within two years from an increase in Supplemental Term Life Insurance coverage, benefits will be paid to the beneficiary at the level prior to the increase. Any premiums paid for the increase will be returned to the beneficiary.

The suicide provisions do not apply to dependent child coverage.

If you are issued Supplemental Term Life Insurance coverage through fraud or misrepresentation and file a claim within two years of your application for coverage, your claim will be denied.

## **About AD&D Insurance Benefits**

If you die as a result of a Covered Accident (defined as one that is unintended, unexpected and unforeseen), the AD&D Insurance Plan pays the full AD&D Insurance benefit amount after your claim has been submitted and approved. (See **How to File a Claim** in the Administrative SPD for more information.)

Partial benefits are paid for an accidental injury or dismemberment, as described in the **Schedule of Benefits**.

Benefits are paid if the death, injury or dismemberment occurs within 365 days of, and as a direct result of, an accident that occurs while the person is covered by the Plan.

AD&D Insurance benefits are payable in addition to any Life Insurance benefits. (See **How Life Insurance and AD&D Insurance Work** for more information.)

#### Important!

If you choose Supplemental AD&D Insurance coverage for yourself in addition to Company-provided Basic AD&D Insurance coverage, benefits will be paid from both Plans if you die or suffer a covered accidental loss.

### Schedule of Benefits

The following benefits are payable for Covered Losses that occur within 365 days after a Covered Accident. Benefits will be paid for more than one accidental loss, but the total amount of payable for any one accident will never exceed 100% of the AD&D Insurance benefit.

If a covered accident causes	The AD&D Insurance Plan pays this percent of your, your spouse's and/or your dependent child(ren)'s benefit*	
Loss of life		
Loss of both hands or both feet		
Loss of sight in both eyes		
Loss of speech and hearing in both ears		
Loss of one hand and one foot	100%	
Loss of one foot and sight of one eye		
Loss of one hand and sight of one eye		
Quadriplegia		
Brain damage		
Loss of one arm or one leg	75%	
Paraplegia	50%	
Hemiplegia		
Sight of one eye		
Loss of speech or hearing in both ears		
Loss of one hand or one foot*		
Uniplegia	250/	
Loss of thumb and index finger of one hand*	25%	

<sup>\*</sup>A benefit is not payable for both "loss of one hand" and "loss of thumb and index finger of one hand" as a result of any one accident (the largest benefit of these overlapping losses will be paid).

### **Definition of Covered Losses**

The following definitions apply:

Covered Loss	Determined by	
Hands or feet	Complete severance at or above the wrist or ankle joint	
Sight, speech or hearing	Entire and irrecoverable loss of sight, speech or hearing that cannot be corrected by medical or surgical treatment or by artificial means	
Loss of thumb or finger	Complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand)	
Loss of arm	Complete severance at or above the elbow	
Loss of leg	Complete severance at or above the knee	
Quadriplegia	Total and permanent paralysis of both upper limbs (from the shoulder down including total paralysis of both hands) and both lower limbs (from the waist down including total paralysis of both feet)	
Paraplegia	Total and permanent paralysis of both lower limbs (from the waist down including total paralysis of both feet)	
Hemiplegia	Total and permanent paralysis of both the upper limb (from the shoulder down including total paralysis of the hand) and lower limb (from the waist down including total paralysis of the foot) on one side of the body	
Uniplegia	Total and permanent paralysis of one limb (from the shoulder down including total paralysis of the hand if claiming an upper limb and from the waist down including total paralysis of the foot if claiming a lower limb)	
Brain damage	Total and permanent physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. The damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least five days and persist for 12 consecutive months after the date of the accidental injury.	

## **AD&D Insurance Benefit Enhancements**

Under certain circumstances, AD&D Insurance pays additional benefits.

#### Seatbelt Benefit

If you die as a result of a covered accident while driving or riding a private passenger car, an additional AD&D Insurance benefit equal to the lesser of \$25,000 or 10% of the AD&D Insurance benefit will be paid if:

- The car was equipped with properly installed seatbelts
- The seatbelts were in use
- The driver was licensed and not intoxicated, impaired or under the influence of alcohol or drugs

A private passenger car means a validly registered fourwheeled private passenger car or policyholder-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV) that is not licensed commercially or is being used for racing, acrobatic or stunt driving.

### Air Bag Benefit

If you die as a result of an accident while driving or riding in a private passenger car (as defined for the seatbelt benefit), an additional AD&D Insurance benefit equal to the lesser of \$10,000 or 5% of the AD&D Insurance benefit will be paid if:

- Your seat had a properly installed air bag
- Your seat had seatbelts and they were in use
- The driver was licensed and not intoxicated, impaired or under the influence of alcohol or drugs

#### Coma Benefit

If you lapse into a coma within 30 days of an accidental injury and the coma lasts for at least seven days, a monthly benefit equal to 1% of the AD&D Insurance benefit will be paid for 60 months.

The monthly benefit will be paid until the earliest of:

- Your recovery and you are no longer in a coma
- You die
- 60 monthly benefits have been paid

A lump-sum benefit equal to the remaining principal amount will be paid after 60 months if you remain in a coma or die from any cause or as a result of the accident while this coma benefit is payable.

Coma means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. You must be confined in a medical facility and diagnosed as comatose by a licensed physician.

#### Public Transportation Benefit

If you die as a direct result of a covered accident while riding as a fair-paying passenger on public transportation, an additional benefit equal to 100% of the AD&D Insurance benefit will be paid.

Public transportation means any air, land or water vehicle operated under a license for the transportation of fare-paying passengers.

#### Hospital Benefit

If you require hospitalization as a result of an accidental injury, after a five-day waiting period, a monthly benefit equal to 1% of your AD&D Insurance benefit, up to a maximum benefit of \$2,500 per month, will be paid for up to 12 months. Payments will be retroactive to the first day of hospitalization and pro-rated payments will be made for hospital stays of less than one month.

#### Child Care Benefit

If you die as a result of an accidental injury and are survived by one or more insured dependent children under the age of 12, child care expenses incurred by your dependent children while under the age of 12 will be paid. The benefit for each child per year will be the lesser of:

- 12% of the AD&D Insurance benefit
- \$5,000 per year
- Actual incurred child care expenses

Child care expenses are for a service or supply furnished by a licensed child care provider or facility for your dependent child's care. Proof of child care expenses will be required and no payments will be made for expenses incurred four or more years after the date of your death or for expenses incurred for dependent children over age 12.

Benefits will be paid to the surviving parent, the child's guardian, the custodian under the Uniform Transfers to Minors Act or adult caretaker as permitted by state law.

#### Dependent Child Education Benefit

If you die as a result of a covered accident, an education benefit will be paid to your dependent children equal to the lesser of:

- 20% of the AD&D Insurance benefit
- \$10,000 per year
- The actual tuition charged, exclusive of room and board

The benefit will only be paid if your dependent child is enrolled at the time of your death, or will be enrolled within one year of your death, as a full-time student at an accredited post-secondary educational institution. Benefits will not be paid for the current school year.

Benefits will be paid at the beginning of each school year for a maximum of four consecutive years or until your dependent reaches age 25.

#### Spouse Education Benefit

If you die as a result of an accidental injury, an education benefit will be paid to your spouse equal to the lesser of:

- 3% of your AD&D Insurance benefit
- \$5,000 per year
- The actual tuition charged, exclusive of room and board

The benefit will be paid semi-annually after proof of tuition has been provided and will only be paid for one academic year. Your spouse must enroll in a program of higher education within 12 months after your death.

### **Exclusions and Limitations**

Basic and Supplemental AD&D Insurance benefits are not paid if death, dismemberment, injury or loss is caused directly or indirectly by any of the following:

- Physical or mental illness or infirmity, or the diagnosis or treatment of the illness or infirmity
- Infection, other than infection occurring in an external accidental wound
- Suicide or attempted suicide
- Intentional, self-inflicted injury
- Service in the armed forces of any country or international authority, except the United States National Guard
- Any incident related to:
  - Travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger
  - Travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight
  - Travel in an aircraft or device used for testing or experimental purposes, by or for any military authority or for travel to, or designed for travel beyond the earth's atmosphere
- Committing or attempting to commit a felony
- The voluntary intake or use by any means of:
  - Any drug, medication or sedative, unless it is taken or used as prescribed by a physician or an over-thecounter drug, medication or sedative as directed
  - Alcohol in combination with any drug, medication or sedative
  - Poison, gas or fumes
- War, whether declared or undeclared; or act of war, insurrection, rebellion or riot
- An accident related to operating a vehicle or other device while having a blood-alcohol level that meets or exceeds the legal presumption of intoxication in the jurisdiction in which the incident occurs

#### **Plan Administrative Summary Plan Description**

The Life Insurance and Accidental Death and Dismemberment Insurance Plan benefits described in this Summary Plan Description (SPD) are offered under the Bimbo Bakeries USA Health & Welfare Plan. The Plan provides benefits in accordance with applicable federal laws. Additional information, including administrative and legal information about the Life Insurance and Accidental Death and Dismemberment Insurance Plan benefit, is described separately in the Administrative SPD. This SPD and the Administrative SPD should be read together.

This SPD outlines provisions of the Company Life Insurance and Accidental Death and Dismemberment Plan as of January 1, 2024. The Company reserves the right to change, amend, suspend or terminate any or all of the benefits under this Plan, in whole or in part, at any time and for any reason at its sole discretion. Note that by adopting and maintaining these benefits, the Company has not entered into an employment contract with any associate. Nothing in the legal plan documents or in the SPDs gives any associate the right to be employed by the Company or to interfere with the Company's right to discharge any associate at any time.