



LIFE, AD&D AND BTA INSURANCE PROGRAMS

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LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE PROGRAM AND BUSINESS TRAVEL ACCIDENT (BTA) INSURANCE PROGRAM

The Big Picture

An Overview of the Life, AD&D and BTA Insurance Programs

Effective Jan. 1, 2021

LIFE AND PERSONAL ACCIDENT INSURANCE: A FOUNDATION OF FINANCIAL PROTECTION FROM UNEXPECTED LOSSES

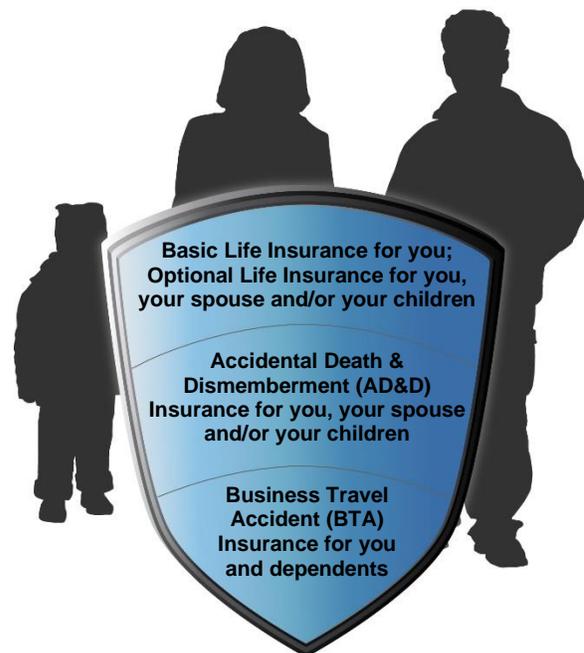
Most people don't want to think about dying, yet over 40% of U.S. deaths occur among adults of working age.

It's your personal responsibility to be prepared for even the most unpleasant circumstances and to prevent financial insecurity for those who depend on you.

BNSF helps you build your family's financial security by providing generous employee Basic Life Insurance and Business Travel Accident Insurance (BTA) at no cost to you. Plus, the benefits program offers additional life insurance, and Accidental Death & Dismemberment (AD&D) Insurance, for you, your spouse and/or your children at group rates.

By making it easy for you to put together a package of financial protection that encompasses your (and your family's)

needs, BNSF believes you can be more focused on your work performance and other priorities for enjoying life and family.



LIFE AND ACCIDENT INSURANCE COVERAGES IN BRIEF

	Employee	Spouse	Children
Basic Life Insurance <i>Provided by BNSF at no cost to you</i>	2 x your benefits pay Maximum: \$1 million ¹	n/a	n/a
Optional Life Insurance <i>Available at group rates. Choose between covering just yourself or you and your spouse and/or children</i>	1 to 5 x your benefits pay Maximum: \$1.25 million	<ul style="list-style-type: none"> • \$ 10,000 • \$ 25,000 • \$ 50,000 • \$ 75,000 • \$100,000 Maximum: 100% of employee's total Basic and Optional coverage	<ul style="list-style-type: none"> • \$ 5,000 • \$ 10,000 • \$ 15,000 • \$ 20,000 • \$ 25,000 All your eligible children get equal coverage for one price
Optional AD&D Insurance <i>Available at group rates. Choose between covering just yourself or you and your family</i>	1 to 7 x your benefits pay Maximum: \$1.5 million	50% of employee's AD&D coverage	The greater of: <ul style="list-style-type: none"> • 20% of employee's AD&D coverage, or • \$10,000 All your eligible children get equal coverage for one price
Business Travel Accident Insurance <i>Provided by BNSF at no cost to you</i>	5 x your base salary Maximum: \$5 million	\$50,000	\$25,000

¹ Certain grandfathered individuals may retain coverage which exceeds the limit.

HOW YOUR LIFE AND ACCIDENT INSURANCE COVERAGES WORK IN BRIEF

Financial Protection

We all have financial obligations to others. BNSF's life and personal accident insurance programs provide you a foundation of coverage at no cost to help you meet those obligations. Plus, the programs offer you the opportunity to buy additional coverage at group rates.

Together, your basic and optional coverages – including insurance for your spouse and children – can help you build substantial financial protection for your family.

Shared Cost

BNSF pays the cost of your employee Basic Life Insurance and Business Travel Accident Insurance (BTA). If you elect any optional life or Accidental Death & Dismemberment (AD&D) Insurance coverage for yourself and/or your dependents, you pay group rates through convenient, regular payroll deductions from your after-tax pay.

What's Covered?

Life Insurance

If you or a dependent dies while covered under the program, the [Claims Administrator](#) will pay the benefit you have elected.²

AD&D Insurance

An AD&D Insurance benefit is paid if you or a covered dependent suffers a covered injury or dies **as the result of a covered accident**. Any AD&D Insurance benefit that is paid because of death is *in addition to* the benefit paid from the life insurance you have chosen.

BTA Insurance

BTA Insurance covers you while traveling away from home on BNSF business, and it covers your spouse and children accompanying you on business travel. It is a type of AD&D insurance,

Defined terms: For the meaning of terms in [blue](#), click to see the Defined Terms section.

Links: Click on [blue italic](#) items to link directly to the section or chapter indicated.



Previous view: Return to your previous page by right clicking and selecting the “previous view” option. To add the handy “previous view” button to your toolbar, open your Adobe Reader tools and select Page Navigation, then Previous View.

so it pays a benefit if you or a covered dependent suffers a covered injury or dies **as the result of a covered accident**. The BTA Insurance benefit is paid *in addition to* benefits paid from the Life and AD&D Insurance Program.

How Much Insurance Do I Need?

It's an important decision – especially when you consider that almost 40% of U.S. deaths occur among adults of working age. Many families rely on the income of both adults to meet their regular living expenses. If one spouse dies, how much money would the surviving spouse need to make ends meet and avoid future financial hardship for the family? Quick and easy calculators can help with estimating your family's financial needs:

- ▶ During enrollment, use the estimator on the BNSF Benefits Center website at digital.alight.com/BNSF, or
- ▶ Go to MetLife's coverage estimator at metlife.com/financial-tools/insurance/life-insurance/life-insurance-calculator.

² Limitations may apply to payment of employee optional and dependent life insurance benefits for death resulting from self-inflicted injury or within a period following enrollment or an elected coverage increase. See sections of this chapter titled [Suicide Exclusion for Employee Optional and Dependent Life Insurance](#) and [Limited Contestability](#).

Your Beneficiaries

The purpose of Life, AD&D and BTA Insurance is to provide financial security for you and your loved ones. That's why you'll need to designate one or more primary beneficiaries who would receive your benefit payments if you die. You also may name one or more secondary beneficiaries to receive the payments if your primary beneficiaries die before you do. The beneficiary you choose for your employee Basic Life Insurance also will be your beneficiary for your AD&D and BTA Insurance coverage.

You are automatically the beneficiary for spouse and child life, AD&D and BTA Insurance, and for any AD&D and/or BTA Insurance benefit paid due to your own non-fatal injury.

Filing Benefit Claims and Appeals

The [Claims Administrators](#) for the Life and AD&D Insurance Program and the BTA Insurance Program have rules for filing claims, such as time limits and the information required. These rules also include a process for you to appeal benefit claims decisions. The Claims Administrators are responsible for their own benefit claims administration, and all appeals of benefit claims decisions are made directly to the Claims Administrators without involvement of BNSF. See the [Claims Procedures](#) chapter of this SPD for specific information.

The program Administrator (BNSF) is responsible only for claims relating to program administration, such as eligibility and rights under the programs.

IMPORTANT RULES AND ADMINISTRATIVE INFORMATION IN BRIEF

When Coverage Begins

When coverage begins under the Life and AD&D Insurance Program may vary based on several factors, including the type of coverage and the persons to be insured. Refer to the chapter of this SPD titled [Who Is Eligible and How to Enroll](#) for specific information.

Business Travel Accident Insurance coverage begins on your first day of work as an eligible employee.

Leaves of Absence

Those who take certain leaves of absence, such as a military leave or a leave under the Family and Medical Leave Act (FMLA), may be able to continue some program coverage for a period of time, if the required cost is paid. For details, see [Continuation of Coverage During Leaves](#) in the chapter of this SPD titled [When Coverage Ends](#).

When Coverage Ends

Coverage through the BNSF Group Benefits Plan usually ends for a dependent when he or she no longer qualifies as a dependent, and for you when your salaried employment with BNSF ends.

Continuing Individual Coverage

When your group coverage ends, you have portability and conversion options that may permit you to continue some life insurance (but not BTA) coverage after it normally would stop. For more information, see the [Life Insurance Continuation Option and Conversion Policies](#) section of the chapter titled [When Coverage Ends](#).

General and Administrative Information

This SPD contains detailed information, including your privacy rights, which may assist you in using the programs. Refer to the [General Information About Your Rights to Benefits](#) and [Administrative Information](#) chapters for details.

State Rules and Regulations May Apply

Your Life Insurance, AD&D Insurance and/or BTA Insurance benefits are subject to regulation by the state where you live. The insurance company's certificate of insurance notes whether the state has rules and regulations governing your benefits. For a copy of the certificate, call the [Claims Administrator](#).

Your ERISA Rights

A federal law, ERISA, gives participants important rights under the programs. Those rights are described in the chapter titled [Your Rights Under ERISA](#).

Coverage Details

Life, AD&D and BTA Insurance Programs

AMOUNTS OF COVERAGE, ENROLLMENT AND EFFECTIVE DATES

Employee Basic Life Insurance

Your employee Basic Life Insurance benefit is equal to your [benefits pay](#), rounded up to the next \$1,000, times two. The maximum Basic Life Insurance benefit is \$1,000,000. BNSF pays the entire cost of your employee Basic Life Insurance coverage.

If you are not considered to be actively at work on Jan. 1, when any increase or decrease in these life insurance amounts normally would take effect, your coverage amounts will be adjusted on the first date you return to active employment with BNSF, as long as you are still eligible for program coverage. See the section [Changing Your Coverage](#) in this chapter for the meaning of actively at work.

Employee Optional Life Insurance

If you are eligible for Basic Life Insurance, you may elect employee Optional Life Insurance. Your five optional coverage choices are multiples of your [benefits pay](#) as follows:

Your benefits pay, rounded up to the next \$1,000,
x 1, 2, 3, 4 or 5.

The maximum employee Optional Life Insurance is the lesser of:

- ▶ Five times your rounded benefits pay, or
- ▶ \$1,250,000.

You pay for your employee Optional Life Insurance through after-tax payroll deductions.

Any change in your Basic and Optional Life Insurance coverage because of a change in your Aug. 31 benefits pay will take place on Jan. 1 of the following year. For example, if you receive a promotion and/or pay increase on Jan. 1, 2021, the new benefits pay and resulting coverage amount(s) will be effective Jan. 1, 2022. (If you are not actively at work on that date, your coverage amount will be adjusted on the date you return to active employment with BNSF, as long as you are still eligible for program coverage.)

Employee Basic Life Insurance Age Reduction

If you remain actively employed with BNSF after reaching age 65, your employee Basic Life Insurance amount is gradually reduced from the amount in effect on the day before your 65th birthday by the percentages shown below. (This reduction does not apply to employee Optional Life Insurance or dependent life insurance.)

Employee's Age	Percentage of Full Coverage ³ to Which You Are Entitled
65 but less than 70	65%
70 but less than 75	45%
75 but less than 80	30%
80 or older	20%

If your employee Basic Life Insurance amount is reduced because of your age while you continue active employment, you may apply to MetLife for an individual insurance policy. The amount of the individual policy cannot be more than the difference between the total amount of employee Basic Life Insurance in effect on the day before your age reduction and the amount of reduced employee Basic Life Insurance actually provided.

No Reduction to Employee Optional Coverage

The amount of your employee Optional Life Insurance will not be reduced because of your age.

Dependent Optional Life Insurance

Spouse Coverage

Life insurance coverage is available to your spouse under age 70. You may choose coverage of: \$10,000, \$25,000, \$50,000, \$75,000 or \$100,000.

However, the amount of your spouse's coverage cannot exceed the total of your employee Basic Life Insurance plus your employee Optional Life Insurance.

If your spouse is also a BNSF salaried employee, you may both elect spouse life insurance coverage.

Child(ren) Coverage

You may choose life insurance coverage for each eligible dependent child of \$5,000 to \$25,000, in any increment of \$5,000. All enrolled children are covered by the same amount of life insurance for a single price.

If your spouse is also a BNSF salaried employee, either *one* of you may elect to cover your children, but you cannot *both* elect children coverage. See the [Who Is Eligible and How to Enroll](#) chapter of this SPD for information.

³ Full coverage means your employee Basic Life Insurance in effect on the day before your 65th birthday.

**Optional
AD&D
Insurance****Employee Coverage**

You may also elect employee Optional AD&D Insurance of:

Your [benefits pay](#), rounded up to the next \$1,000,
x 1, 2, 3, 4, 5, 6 or 7

Any change in your employee Optional AD&D Insurance coverage because of a change in your Aug. 31 benefits pay will take place on Jan. 1 of the following year. For example, if you receive a promotion and pay increase on Jan. 1, 2021, the new benefits pay and resulting coverage amount(s) will be effective Jan. 1, 2022. Note: if you are not actively at work on that date, your coverage amount will be adjusted on the date you return to active employment with BNSF, as long as you are still eligible for program coverage.

Spouse Coverage

You may insure your spouse for 50% of your employee Optional AD&D coverage.

Common Accident Provision

If the employee and spouse die within one year of each other from the same accident, the spouse's benefit will be increased to 100% of the employee's benefit.

If your spouse is also a BNSF salaried employee, you may both elect spouse AD&D insurance coverage.

Child(ren) Coverage

You may insure each dependent child for an amount that is the greater of:

- ▶ 20% of your employee Optional AD&D Insurance, or
- ▶ \$10,000.

All eligible children are insured for the same coverage amount.

If your spouse is also a BNSF salaried employee, either *one* of you may elect to cover your children, but you cannot *both* elect children coverage. See the [Who Is Eligible and How to Enroll](#) chapter of this SPD for information.

**Business
Travel
Accident
(BTA)
Insurance**

Your BTA Insurance benefit under the program is equal to five times your [base salary](#). When accompanying you during travel on BNSF business, your spouse has BTA insurance coverage of \$50,000, and your dependent child(ren) have BTA coverage of \$25,000 each. The maximum BTA Insurance benefit is \$5,000,000 per person, and the maximum benefits paid as the result of one accident involving multiple employees is \$15,000,000. BNSF pays the entire cost of BTA Insurance coverage for you and your dependents.

Changing Your Coverage

Life Insurance and AD&D Insurance

You may change the amount of your optional employee, spouse or child coverage for life insurance and/or AD&D insurance only during the annual enrollment period, or if you have a [qualifying family status event](#). You must give notice of a family status event within 31 days of the event. Any change you request must be consistent with your family status event. For example, if you get married or add a child, increasing the amount of your employee Optional Life Insurance is a consistent change.

If you do not give notice in time, you cannot change your coverage amount until your next qualifying family status event or annual enrollment. To give notice and request enrollment or changes, call the BNSF Benefits Center at 833-277-8051.

When Changes Take Effect

Starting or Increasing Coverage Due to a Family Status Event

- ▶ **Employees** – If you request to start or increase your employee optional life and/or employee optional AD&D insurance coverage within 31 days of a [qualifying family status event](#), and you meet all the enrollment requirements stated in the chapter of this SPD titled [Who Is Eligible and How to Enroll](#), your coverage will take effect on the later of:

- The date of the family status event, or
- The date any required evidence of good health is approved by the [Claims Administrator](#).

See the [Additional Requirements Related to Coverage Changes](#) later in this section.

- ▶ **Dependents** – If you request to start or increase optional dependent life and/or optional dependent AD&D insurance coverage within 31 days of a [qualifying family status event](#), and each dependent to be covered meets all of the enrollment requirements stated in the chapter of this SPD titled [Who Is Eligible and How to Enroll](#), the dependent's coverage will take effect on the later of:

- The date of the family status event, or
- The date the [Claims Administrator](#) approves the dependent's coverage (including any required evidence of good health).

Starting or Increasing Coverage During Annual Enrollment

- ▶ **Employees** – If you elect to start or increase employee optional life and/or employee optional AD&D coverage during annual enrollment, and you meet all the enrollment requirements stated in the chapter of this SPD titled [Who Is Eligible and How to Enroll](#), coverage will take effect on the later of:

- Jan. 1, or
- The date any required evidence of good health is approved by the [Claims Administrator](#).

- ▶ **Dependents** – If you request to start or increase dependent optional life and/or dependent optional AD&D insurance coverage during annual enrollment, and each dependent to be covered meets all of the enrollment requirements stated in the chapter of this SPD titled [Who Is Eligible and How to Enroll](#), the dependent’s coverage will take effect on the later of:

- Jan. 1, or
- The date any required evidence of good health is approved by the [Claims Administrator](#).

Acquiring a New Dependent

To begin coverage of a newly acquired dependent (for example, due to marriage, birth or adoption), you must notify the BNSF Benefits Center at 833-277-8051 within 31 days of the date the person becomes your dependent. Coverage will take effect on the date that person becomes your dependent.

The dependent must be eligible, as explained in the chapter of this SPD titled [Who Is Eligible and How to Enroll](#), on the date of notification and enrollment.

If the new dependent is a live newborn, coverage will become effective at birth. You must notify the BNSF Benefits Center within 31 days of the birth.

If you do not notify the BNSF Benefits Center by the end of the 31-day deadline, you cannot enroll the dependent until the next annual enrollment or you have another [qualifying family status event](#).

Additional Requirements Related to Coverage Changes

An employee must be actively at work on the effective date of any newly elected or increased coverage. If you are not actively at work, your coverage will not go into effect until the day you return to active employment.

Actively at Work

For purposes of Life Insurance Program eligibility, you are considered to be actively at work if you meet one of the following conditions:

- ▶ The date your program coverage becomes effective is a scheduled work day and you are performing your regular salaried assignment with BNSF, either at one of the company’s usual places of business or at some location to which your company business requires you to travel; or
- ▶ The date your coverage takes effect is a scheduled holiday, vacation day, rest day or weekend, and you were at work on the preceding scheduled workday, provided you are not disabled on that date.

Evidence of Good Health for Life Insurance (Evidence of Insurability)**Employees**

If you do not enroll in employee Optional Life Insurance when you first become eligible for coverage, you must provide evidence of good health (which may also be called evidence of insurability) if you later want to start coverage. The [Claims Administrator](#) also requires evidence of good health if you elect to increase your employee Optional Life Insurance by more than one times your [benefits pay](#) during annual enrollment or due to a family status event, or if you elect to increase your coverage from three times your benefits pay to four times your benefits pay, or from four times your benefits pay to five times your benefits pay.

If you do not provide evidence of good health, or if the Claims Administrator does not approve your evidence, the maximum Optional Life Insurance you can have under the program is the amount of Optional Life Insurance you had immediately prior to the date any increase would have been effective.

If the [Claims Administrator](#) requires evidence of good health for life insurance, coverage takes effect only after the Claims Administrator approves the evidence.

What Is Evidence of Insurability?

Note that the insurance companies and the BNSF Benefits Center may use the terms evidence of good health and evidence of insurability interchangeably. If you receive a request for evidence of insurability, it means the same as evidence of good health that is explained in this section.

Spouse

If you do not enroll your spouse for life insurance when he or she first becomes eligible for coverage, you must provide evidence of good health if you later want to elect spouse life insurance coverage.

In addition, your spouse must provide the [Claims Administrator](#) with evidence of good health, at your expense, when electing to increase Optional Life Insurance coverage by more than one coverage increment level:

- ▶ During annual enrollment, or
- ▶ Following a [qualifying family status event](#).

This requirement for evidence of good health does not apply to the spouse's initial enrollment upon first becoming eligible.

If your spouse already is covered under the program but does not provide evidence of good health for a requested coverage increase, or if the Claims Administrator does not approve the evidence, the maximum life insurance your spouse can have under the program is the greater of:

- ▶ The program dependent life insurance your spouse had immediately prior to the date any increase would become effective; or
- ▶ An increase of one coverage increment level.

Coverage can take effect only after the Claims Administrator approves any required evidence of good health.

Child(ren)

Evidence of good health is not required for children.

**Summary:
When
Evidence of
Good Health
Is Required
for Life
Insurance**

This table summarizes the occasions when the [Claims Administrator](#) requires evidence of good health for employee and dependent life insurance.

Evidence of Good Health Required for Life Insurance		
	When First Eligible	When Requesting a Change
Employee	<ul style="list-style-type: none"> Only if optional coverage elected is for 4 x or 5 x benefits pay 	<ul style="list-style-type: none"> You elect any increase of more than 1 x benefits pay in optional coverage during annual enrollment (except increase from 3 x benefits pay to 4 x benefits pay, or 4 x benefits pay to 5 x benefits pay requires evidence of good health) You elect to start employee optional coverage
Spouse	<ul style="list-style-type: none"> Not required 	<ul style="list-style-type: none"> You elect any increase of more than one coverage increment You elect to start spouse optional coverage
Child(ren)	<ul style="list-style-type: none"> Not required 	<ul style="list-style-type: none"> Not required

WHAT IS COVERED AND AMOUNT OF BENEFITS

Life Insurance The program pays a benefit of 100% of the Basic life insurance coverage amount in effect for the [insured person](#) on the date the person dies, regardless of the cause of death. However, payment of employee Optional and dependent life insurance is subject to the sections of this SPD titled [Limited Contestability](#) and [Suicide Exclusion for Employee Optional and Dependent Life Insurance](#).

AD&D Insurance The program will pay the AD&D benefit for a covered loss (described below), including specific accidental injuries and death resulting from an accident if:

- ▶ That accident is the sole cause of the injury,
- ▶ That injury is the sole cause of the covered loss, and
- ▶ That covered loss occurs up to one year after the date of the accident.

Covered Loss

A covered loss means:

- ▶ Loss of life.
- ▶ Loss of a hand – meaning that all of the hand is cut off at or above the wrist.
- ▶ Loss of a foot – meaning that all of the foot is cut off at or above the ankle.

- ▶ Loss of sight of an eye – meaning that the eye is entirely blind and that no sight can be restored in that eye.
- ▶ Any combination of a loss of a hand, a foot or sight of an eye.
- ▶ Loss of thumb and index finger of same hand – meaning actual severance through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.
- ▶ Loss of speech and hearing – meaning the entire and irrecoverable loss which has lasted continuously for 12 consecutive months following the injury.
- ▶ Loss of speech or hearing in both ears.
- ▶ Quadriplegia – meaning total paralysis of both upper and lower limbs.
- ▶ Paraplegia – meaning total paralysis of both lower limbs.
- ▶ Hemiplegia – meaning total paralysis of upper and lower limbs on one side of the body.

Paralysis means the loss of use, without severance, of a limb. Paralysis must be determined by competent medical authority to be permanent, complete and irreversible.

The program will pay no more than the amount of AD&D Insurance in effect on the [insured person](#) on the date of the accident for all covered losses caused by all injuries that are sustained in one accident.

Benefit Percentages for Covered Loss

The program pays a percentage of the AD&D coverage amount in effect for the [insured person](#) on the date of the accident, depending on the nature of the covered loss:

AD&D Insurance Program Covered Loss	Percentage
Life	100%
Any combination of a hand, a foot or sight of an eye	100%
Speech and hearing	100%
Quadriplegia (paralysis of all four limbs)	100%
A hand, a foot or sight of an eye	50%
Speech or hearing in both ears	50%
Paraplegia or hemiplegia (paralysis of the lower half or one side of the body)	50%
Thumb and index finger of same hand	25%

The maximum AD&D Insurance benefit payable for any combination of covered losses for an individual is 100% of the amount of AD&D Insurance in effect on the date of the accident, plus any [Seat Belt Benefit](#) or [Hospital Benefit](#) that applies.

Additional AD&D Insurance Benefits

Exposure Benefit – 100%

The program will pay 100% of the AD&D Insurance amount in effect on the date of an accident if:

- ▶ The [insured person](#) is considered to have suffered a loss of life resulting from the unavoidable exposure to the elements; and
- ▶ After one year, the insured person's body is not found after the conveyance in which they were traveling either disappeared, made a forced landing, sank or was wrecked.

Seat Belt Benefit – 10% from \$1,000 to \$25,000

In addition to any other AD&D benefits paid under the Life and AD&D Insurance Program for the same accident, the program will pay 10% of the amount of AD&D Insurance in effect on the date of an accident if the insured person suffers a loss of life resulting from injury while driving or riding with a properly fastened seat belt in a private passenger car. The amount payable will be a minimum of \$1,000 and a maximum of \$25,000. The program will not pay a Seat Belt Benefit if the insured person is driving while under the influence of alcohol or drugs.

Passenger car means any validly registered four-wheel private passenger car, but does not include any commercially licensed car or a private passenger car which is being used for commercial purposes. Seat belt means any restraint device that meets published federal safety standards (including any child restraint device that meets the definition of the state law), has been installed by the car manufacturer and has not been altered after installation. The correct position of the seat belt must be certified by the investigating officer. You must submit a copy of the police report with the claim.

Hospital Benefit – 1% monthly for up to 12 months

In addition to any other AD&D benefits paid under the Life and AD&D Insurance Program for the same accident, the program will pay a monthly amount of 1% of the amount of AD&D Insurance in effect on the date of an accident beginning after the fourth day that the insured person is confined in a hospital as a result of an accident. The maximum benefit is \$2,500 per month for up to 12 months of benefits. If the hospital confinement lasts less than a full month, the benefit payment will be prorated.

AD&D Insurance Exclusions

No Optional AD&D Insurance benefit is payable for any loss that in any way results from, or is caused or contributed to by:

- ▶ Physical or mental illness, diagnosis of or treatment for the illness of the [insured person](#).
- ▶ The insured person's infection, unless it is caused by an external wound that can be seen and which was sustained in an accident.
- ▶ Suicide or attempted suicide by the insured person.
- ▶ Injuring oneself on purpose.

- ▶ The use of any drug or medicine by the **insured person**, unless taken on the advice of, and in accordance with, the direction of a doctor or the product's directions for use in the case of over-the-counter drugs or medicine.
- ▶ A war, or a warlike action in a time of peace, including terrorist acts.
- ▶ The insured person committing or attempting to commit a felony or an assault. (Payment is withheld until any related court proceedings are completed or if the insured person is found guilty by a court.)
- ▶ Any poison or gas, voluntarily taken, administered or absorbed.
- ▶ The insured person's service in the armed forces of any country or international authority, except the United States National Guard.
- ▶ The insured person operating, learning to operate or serving as a member of a crew of an aircraft; or while in any aircraft:
 - Operated by or under any military authority (other than the Military Airlift Command),
 - Being used for a test or experimental purposes,
 - Used or designed for use beyond the earth's atmosphere, or
 - Used for the purpose of descent from an aircraft while in flight (except for self-preservation).
- ▶ The insured person driving a vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated.

Business Travel Accident (BTA) Insurance

The program will pay the BTA Insurance benefit for a covered loss (described below), including specific accidental injuries and death resulting from an accident if:

- ▶ You are traveling for a BNSF business purpose, while you are a BNSF employee, on a trip that includes traveling away from the city where you are permanently assigned;
- ▶ In the case of covered loss suffered by your spouse and/or dependent child(ren), they are accompanying you during your business travel;
- ▶ The accident occurs in the course of your BNSF business and is the sole cause of the injury;
- ▶ That injury is the sole cause of the covered loss; and
- ▶ That covered loss occurs up to one year after the date of the accident.

Covered Travel

Covered business travel is a trip:

- ▶ That you undertake as a BNSF employee due to BNSF business necessity;
- ▶ Which begins when you leave your residence or place of regular employment, whichever occurs last, to start on the trip;
- ▶ Which ends when you return to your residence or place of regular employment, whichever first occurs;

- ▶ Excludes travel to and from work; and
- ▶ May be further defined by the insurance policy.

Covered Loss

A covered loss means:

- ▶ Loss of life.
- ▶ Loss of a hand – meaning that all of the hand is cut off at or above the wrist.
- ▶ Loss of a foot – meaning that all of the foot is cut off at or above the ankle.
- ▶ Loss of sight of an eye – meaning that the eye is entirely blind and that no sight can be restored in that eye.
- ▶ Any combination of a loss of a hand, a foot or sight of an eye.
- ▶ Loss of thumb and index finger of same hand – meaning actual severance of each through or above the joint closest to the wrist (between the fingertip and the hand).
- ▶ Loss of speech and hearing – meaning the entire and irrecoverable loss.
- ▶ Loss of speech or hearing in both ears.
- ▶ Quadriplegia – meaning total paralysis of both upper and lower limbs.
- ▶ Paraplegia – meaning total paralysis of both lower limbs or both upper limbs.
- ▶ Hemiplegia – meaning total paralysis of upper and lower limbs on one side of the body.
- ▶ Uniplegia – meaning total paralysis of one lower limb or one upper limb.

Paralysis means the loss of use, without severance, of a limb. Paralysis must be determined by a physician to be permanent, complete and irreversible.

Benefit Percentages for Covered Loss

The program pays a percentage of the BTA coverage amount in effect for the [insured person](#) on the date of the accident, depending on the nature of the covered loss:

BTA Insurance Program Covered Loss	Percentage
Life	100%
Any combination of a hand, a foot or sight of an eye	100%
Speech and hearing	100%
Quadriplegia (paralysis of all four limbs)	100%
Paraplegia or hemiplegia (paralysis of the upper or lower half, or one side of the body)	50%
A hand, a foot or sight of an eye	50%
Speech or hearing in both ears	50%
Thumb and index finger of same hand	25%
Uniplegia	25%

The maximum BTA Insurance benefit payable for any combination of covered losses for an individual is 100% of the amount of BTA Insurance in effect on the [insured person](#) on the date of the accident, plus any [Seat Belt and Airbag Benefit](#) or any of the other following additional BTA Insurance benefits that apply.

Additional BTA Insurance Benefits

Exposure Benefit – 100%

The program will pay 100% of the BTA Insurance coverage amount in effect on the date of an accident if:

- ▶ The [insured person](#) is considered to have suffered a loss of life resulting from the unavoidable exposure to the elements; and
- ▶ After one year, the insured person's body is not found after the vehicle or aircraft in which they were traveling either disappeared, sank, or was stranded or wrecked.

Seat Belt and Airbag Benefit – Greater of \$2,000 or 10%, up to \$50,000

In addition to any other benefits paid under the BTA Insurance Program for the same accident, the program will pay a benefit if the [insured person](#) suffers a loss of life or is dismembered as the result of an injury suffered while driving or riding with a properly fastened seat belt in an automobile. The amount payable will be 10% of the amount of BTA Insurance coverage in effect on the date of an accident, not to exceed a maximum of \$25,000.

An additional benefit will be paid if the insured person was also positioned in a seat protected by a properly functioning and properly deployed supplemental restraint system (airbag). The amount payable will be 10% of the amount of BTA Insurance coverage in effect on the date of an accident, not to exceed a maximum of \$25,000.

If it cannot be determined if the insured person was wearing a seat belt or positioned in a seat protected by a properly functioning and properly deployed supplemental restraint system, a default amount of \$2,000 will be paid.

Automobile means a self-propelled, private passenger motor vehicle with four or more wheels that is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle that is used in mass or public transit. Seat belt means any restraint device that meets published federal safety standards, has been installed by the car manufacturer and has not been altered after installation. In the case of a child, seat belt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight. Supplemental Restraint System means an airbag that inflates upon impact for added protection to the head and chest areas. The correct position of the seat belt and proper deployment of the Supplemental Restraint System must be part of the official police report or certified, in writing, by the investigating officer. You must submit a copy of the police or investigating officer's report with the claim.

Bereavement and Trauma Benefit – Maximum of 10 Sessions up to \$1,500 Maximum

The program will pay up to \$150 per session for up to 10 sessions, to a maximum of \$1,500, for bereavement and trauma counseling for the [insured person](#) or an immediate family member as the result of an insured person's loss of life or dismemberment. The counseling charges must be incurred within one year of the date of the accident. The person must be under the care, supervision or order of a licensed health care provider working within the scope of his/her license, and the benefit must be for services for which a charge would be made absent this coverage.

Coma Benefit – 1% Per Month for 11 Months, Remainder in a Lump Sum up to 100% of Covered Benefit

The program will pay 1% of the BTA Insurance coverage amount in the event an [insured person](#) becomes comatose within 31 days of a covered accident and remains comatose for a minimum of 31 days. This payment will be made in monthly installments for up to 11 months, unless the insured person recovers from the coma or dies. If, at the end of the 11-month period, the insured person is still comatose, the balance of the BTA Insurance coverage amount will be paid in a lump sum.

Comatose means the individual is in a profound stupor or state of complete and total unconsciousness.

Home Alteration and Vehicle Modification Benefit – 10% up to Maximum of \$50,000

The program will pay 10% of the BTA Insurance coverage amount, up to a maximum of \$50,000, for adaptive devices or adaptation of a residence and/or vehicle installed within one year of a covered accident in order for the [insured person](#) to maintain an independent lifestyle. The benefit is not payable if the insured person previously required adaptive devices or an adapted residence or vehicle, if the injuries were not the result of a BTA covered loss, or if the insured person suffers a loss of life.

Repatriation of Remains Benefit – 100%

The program will pay for the preparation and return of an [insured person's](#) remains if he or she dies as the result of a medical emergency while traveling 100 miles or more away from his or her permanent residence. Benefits include embalming or cremation, the least costly coffin or receptacle for transportation of the remains, transportation of the remains, and escort services for a family member or companion who is traveling with the insured person during return of the insured person's remains to his or her permanent residence.

Transportation arrangements must be the most direct and economical possible. The benefit is not payable unless authorized in writing in advance (or authorized by an electronic or telephonic means) and services are rendered by the Claims Administrator's assistance provider.

Kidnap and Extortion/Ransom Benefit – 100%

The program will pay a benefit if an **insured person** is kidnapped from or detained while on the company's premises or in the course of the company's business.

Kidnap means the illegal abduction and holding hostage of an **insured person** for purposes of demanding extortion or ransom as a condition of release. If more than one insured person is kidnapped at the same time, it will be considered a single kidnap. Detained or detention means holding an insured person under duress, whether by local governmental authorities or by others. If more than one insured person is detained, it will be considered a single detention. Extortion or ransom means consideration paid for the return of a kidnapped insured person or termination of a detention of an insured person. Consideration paid includes, but is not limited to, cash, securities, marketable goods or services, property or monetary instruments.

BTA Insurance Exclusions

No BTA Insurance benefit is payable for any loss that in any way results from, or is caused or contributed to by:

- ▶ The **insured person**'s physical or mental illness or disease, diagnosis of, or medical or surgical treatment for the illness or disease.
- ▶ The insured person's bacterial or viral infection, unless it is a bacterial infection caused by an accidental external cut or wound or accidental ingestion of contaminated food.
- ▶ Suicide or attempted suicide.
- ▶ Injuring oneself on purpose.
- ▶ The insured person's full-time active duty in any of the armed forces. This does not include National Guard or Reserve active duty training unless it extends beyond 31 days.
- ▶ A war or act of war, declared or undeclared, including terrorist acts, in the United States, the country of which the insured person is a citizen, the country where the insured person is permanently assigned or in other areas designated by the **Claims Administrator** in the certificate of insurance. (You may request a copy of the certificate of insurance from the Claims Administrator.)
- ▶ The insured person taking part in a felony.
- ▶ Injury covered by Worker's Compensation, employers' liability laws or similar occupational benefits.
- ▶ The insured person operating, learning to operate, or serving as a pilot or a member of a crew of an aircraft.
- ▶ The insured person riding, or getting on or out of an aircraft, as a passenger unless the aircraft:
 - Has a valid certificate of airworthiness; and
 - Is flown by a pilot with a valid license; and

- Is not being used for:
 - Crop dusting, spraying or seeding;
 - Firefighting;
 - Skywriting;
 - Skydiving or hang gliding;
 - Pipeline or power line inspection;
 - Aerial photography or exploration;
 - Racing, endurance tests, stunt or acrobatic flying; or
 - Any operation that requires a special permit from the FAA, even if it is granted.
- Is a military transport aircraft flown by the Air Mobility Command, or similar air transport service of another country.

CONTINUED COVERAGE IF YOU BECOME DISABLED

Life Insurance The program provides for your employee Basic and employee Optional Life Insurance to remain in effect for at least 12 months if you become disabled.

Total Disability

A total disability or being totally disabled means that, because of an illness or injury, you cannot do your job or any other job for which you are suited because of your education, training or experience.

Basic Life Insurance

Your employee Basic Life Insurance will continue at no cost to you during your disability for up to 12 months.

Optional Life Insurance

Any Optional Life Insurance in force for at least one year before you became disabled will continue during your disability for up to 12 months, so long as you continue to pay the premium on time.

Waiver of Premium (No-Cost Coverage) for Disability Lasting More than 12 Months

If you are disabled before age 60 and remain totally disabled for more than eight months, you may apply for a waiver of premium due to total disability. Contact the [Claims Administrator](#) during the ninth through twelfth month of disability to request the waiver. If the Claims Administrator determines your total disability qualifies and will continue beyond the initial 12 months, your employee Basic Life Insurance and any employee Optional Life Insurance that was in force for at least one year before you became disabled will continue at no cost to you beginning with the 13th month of your total disability. This waiver of premium (no-cost coverage) continues until the first date that any of the following occurs:

- ▶ You are no longer totally disabled,
- ▶ You elect to retire and commence your BNSF pension benefit,
- ▶ You do not provide the Claims Administrator acceptable proof of your continuing total disability, or
- ▶ You reach age 65.

If you die within the first 12 months of your total disability, but you have not provided proof of your total disability, the Claims Administrator will request satisfactory proof that your total disability lasted until your death before considering a claim.

No death benefits are payable under the group Life Insurance Program if you have ported or converted your group coverage to a personal policy.

Continuation of Spouse and/or Child Life Insurance During Employee's Disability

Any spouse and/or child life insurance in effect when you become disabled will continue for 12 months from the onset of your disability, provided that you make the required premium payments. Spouse life and/or child life insurance will end after 12 months from the onset of your disability regardless of whether your Waiver of Premium application [see [Waiver of Premium \(No-Cost Coverage\) for Disability Lasting More than 12 Months](#)] is approved. Your spouse and child may be able to port or convert coverage to individual policies. For more information, see the [Life Insurance Continuation Option and Conversion Policies](#) section of the chapter of this SPD titled [When Coverage Ends](#).

Life Insurance Continuation for Those Disabled After Age 59

If you are disabled after age 59, after 12 months of disability, you and any insured spouse and/or child may be able to continue life insurance through the portability and conversion options. For more information, see the [Life Insurance Continuation Option and Conversion Policies](#) section of the chapter of this SPD titled [When Coverage Ends](#).

AD&D and

BTA Insurance

If you become totally disabled, all AD&D and BTA Insurance coverages for you and your dependents stop.

ADDITIONAL INFORMATION

Continuing Individual Life Insurance Coverage

When your coverage as a salaried employee ends, you may have portability and conversion options that could permit you to continue some life insurance (but not BTA Insurance) coverage after it would normally stop. Any dependents covered may also be eligible for portability and conversion options. For more information, see the [Life Insurance Continuation Option and Conversion Policies](#) section of the chapter of this SPD titled [When Coverage Ends](#).

Retiree Life Insurance

If you were an active, salaried employee prior to Jan. 1, 2018, were age 45 or over on July 1, 2018, and you remain a salaried employee until retirement, upon your retirement from BNSF, the company automatically provides retiree life insurance coverage in the amount of \$10,000. Current BNSF employees who were hired prior to the Burlington Northern/Santa Fe merger may be eligible for other retiree life insurance benefit amounts. Please see the Retiree Life Insurance Program SPD for more information.

Group Universal Life Insurance

Prior to 2001, before employee Optional Life Insurance was offered, salaried employees could buy Group Universal Life insurance (GUL) through MetLife. The coverage was available in multiples of one to five times pay, with employee payments for coverage made through payroll deduction. Coverages in effect as of Jan. 1, 2001, were continued, and information can be obtained from MetLife at 800-523-2894. Please refer to policy number 91910 when calling. GUL is not an employee welfare benefit plan under ERISA.

Irrevocable Assignment

You may assign your employee Basic and Optional Life Insurance irrevocably to another person or entity. This means you give up all future rights to any life insurance benefit paid from the program. The amount you have assigned can be changed only by written consent of the person or entity to which your life insurance is assigned. The BNSF Benefits Center can provide additional information. You should consult a tax or legal advisor before making any assignment of your life insurance.

Accelerated Benefit

You may be eligible for payment of an accelerated benefit (prior to death) if your death, or the death of your spouse, is expected within 24 months. The amount of accelerated benefit can be up to 50% of the death benefit, reduced by administrative charges and a discount for mortality and interest. In no event will the accelerated benefit be greater than \$250,000 for Basic Life Insurance, greater than \$250,000 for Optional Life Insurance or greater than \$50,000 for spouse life insurance. The accelerated benefit feature is not available:

- ▶ If you have assigned your life insurance benefits; or
- ▶ If the amount of death benefit otherwise payable is less than \$10,000.

(For a small group of former employees receiving Long Term Disability benefits, this feature is not available if an individual is age 63 or older when he or she applies for an accelerated benefit.)

If your benefit will be reduced because of a required age reduction within six months of a certification for an accelerated benefit, your accelerated benefit may be as much as 50% of the reduced amount.

To be eligible for an accelerated benefit, you must provide adequate proof of eligibility to the [Claims Administrator](#). Call the BNSF Benefits Center for information on qualifying for an accelerated benefit. Payment of an accelerated benefit will reduce any amount otherwise payable under the program. An accelerated benefit will not be payable if you would otherwise become eligible as a result of attempted suicide, self-injury, a war or warlike action, or any event occurring while you are in violation of criminal law. If the BNSF Benefits Center has been notified that all or a portion of your life insurance is to be paid to a former

spouse as part of a divorce agreement, you will not be eligible for an accelerated benefit.

Accelerated benefits are intended to qualify for favorable tax treatment. You should consult your tax advisor.

Receiving an accelerated benefit may affect your eligibility, or that of your spouse or family, for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary Social Security Income (SSI) and drug assistance programs. You should consult your tax advisor and with social service agencies to determine the effects of receiving an accelerated benefit.

Suicide Exclusion for Employee Optional and Dependent Life Insurance

For death resulting from suicide, whether sane or insane:

- ▶ If the death occurs within two years of the initial effective date of employee optional or dependent life insurance, then a benefit will not be paid. Rather, the [Claims Administrator](#) will pay the beneficiary all the premiums you have paid in, without interest.
- ▶ If the death occurs more than two years after the initial effective date of employee optional or dependent life insurance, but within two years of the effective date of any increase in that coverage that you request, the amount of the increase will not be paid. Optional Life Insurance increases resulting exclusively from increases in [benefits pay](#) are not subject to this restriction. The Claims Administrator will pay the beneficiary:
 1. The employee optional or dependent life insurance amount in effect the day before the effective date of the increased amount; plus
 2. All premiums you have paid for the increased coverage, without interest.

Limited Contestability

All statements you or a dependent makes to the [Claims Administrator](#) (for example, when providing evidence of good health) are representations and not warranties. This means the Claims Administrator cannot automatically cancel insurance if you or a dependent makes an incorrect statement. The Claims Administrator will not use any statement you or a dependent has made in a written application to deny or reduce benefits or as a defense to a claim, without first providing you or the dependent a copy of your application.

The Claims Administrator will not use any statement to contest insurance after two years from the initial effective date of coverage, or after two years from the effective date of any increased coverage, except for suspected fraud or for determining eligibility.

Facility of Payment

Death benefits will be payable directly to the named beneficiary. If, as determined by the [Claims Administrator](#), the named beneficiary is in any way incapacitated and unable to manage financial affairs, the Claims Administrator will make payment to the court-appointed representative of the beneficiary. In the event there is no court-appointed representative, the Claims Administrator will determine to whom payment may be made under the terms of the insurance contract and pursuant to any applicable state law.

Autopsy	The Claims Administrator reserves the right to request an autopsy, where allowed by state law.
Misstatement of Age	If the age of an otherwise-eligible covered dependent is misstated, the cost of the dependent life insurance may be adjusted to reflect the correct age.
Taxes on Basic Life Insurance	The IRS requires payment of income tax on the value of any employee Basic Life Insurance coverage of more than \$50,000. This value, called imputed income, is calculated using an IRS table. If you have imputed income, it will be included on your W-2 form each year as part of your taxable income.

BENEFICIARIES AND BENEFIT PAYMENTS

Naming a Beneficiary Your beneficiary is the person or persons you choose to receive any BNSF benefit payable because of your death. You must designate a beneficiary with the BNSF Benefits Center when you become eligible for employee Basic Life Insurance coverage, and when you enroll in employee Optional Life Insurance. The beneficiary you name for employee Basic Life Insurance will also be your beneficiary for the AD&D and BTA death benefit.

You are automatically the beneficiary for your spouse's and child(ren)'s life, AD&D and/or BTA Insurance benefits and for employee AD&D benefits paid due to any non-fatal loss that you suffer.

You may name more than one beneficiary. When you die, if more than one person is named, the beneficiaries will share in the death benefits payable under any program equally unless you have chosen otherwise on the beneficiary designation form.

If your designated beneficiary dies before you, or at the same time or within 24 hours of your death, that person's share of the death benefit will be divided among any remaining named beneficiaries.

If a divorce decree requires you to name your former spouse as a beneficiary under any program, you must provide the BNSF Benefits Center with a copy of the divorce decree.

Changing Your Beneficiary Designation

You may change your beneficiary designation at any time either by entering the information on the BNSF Benefits Center website or by calling 833-277-8051. You do not need the consent of the beneficiary to make a change. A beneficiary change will take effect for any future payments after it is entered into the BNSF Benefits Center system.

Review Your Beneficiaries Regularly

You should review your beneficiary designation(s) under the programs during each annual enrollment period and after any major changes in your life, such as marriage, divorce, birth or adoption of a child, marriage of a child, or the death of your spouse or child, or a change in the financial or health conditions of your parents or any member of your immediate family.

If There Is No Valid Beneficiary

If there is no beneficiary named for any death benefits payable under a program, that amount will be paid to the survivors in the order listed below, or in compliance with state law if the law differs:

- ▶ Spouse,
- ▶ Child(ren),
- ▶ Parent,
- ▶ Brother or sister, or
- ▶ Estate.

Any payment made by the [Claims Administrator](#) in the absence of a valid beneficiary designation will fulfill the program's requirements, and no further death benefit will be paid under any program under any circumstances.

How Death Benefits Are Paid

The Claims Administrator normally pays death benefits to a beneficiary through a Total Control Account. The beneficiary may use the account until it is exhausted or make a full withdrawal and close the account. If the benefit amount is less than \$7,500, a check will be sent to the beneficiary.

WHO TO CALL ABOUT YOUR BENEFITS

**Life & AD&D Insurance**

Enrollment, Eligibility and Coverage – For questions about the enrollment process for the Life and AD&D Insurance Program, your eligibility to participate or to inquire about your current level of coverage, call the BNSF Benefits Center at 833-277-8051. Benefits Center representatives are available Monday through Friday, 7 a.m. to 7 p.m. Central time.

BTA Insurance

Eligibility – For questions about your eligibility to participate in the BTA Insurance Program, call the BNSF Benefits Help Line at 800-234-1283 or Company Line 593-6400, option 6.

Coverage – For questions about coverage provided by BTA Insurance, call the [Claims Administrator](#), ACE North America Claims, at 800-433-0385 (business hours) or 800-523-9254 (after hours).

DEFINED TERMS

About These Terms

The following definitions of certain words and phrases will help you understand the benefits to which the definitions apply.

Some definitions apply in a special way to specific benefits. So, if a term that is defined in another chapter of this SPD also appears as a defined term listed here, the definition in the other chapter will apply to that specific chapter rather than the definition below.

Base salary – Base salary under the Life and AD&D Insurance Program means your base annual compensation as of Aug. 31 of the prior year and before any pre-tax or after-tax deductions.

Benefits pay – For full-time employees (excluding BNSF Logistics), benefits pay is your base salary plus your target ICP for your salary band (not actual payout) as of Aug. 31 of the prior year. If you are a part-time employee (excluding BNSF Logistics), benefits pay is your base salary plus 50% of your target ICP for your salary band (not actual payout) as of the later of (1) Aug. 31 of the prior year or (2) the date you became part time. For BNSF Logistics employees, benefits pay is your base salary.

Claims Administrator – See the [Administrative Information](#) chapter of this SPD for identification of Claims Administrators.

Insured person – You (the BNSF employee), your covered spouse or your covered child(ren) as applicable.

Qualifying family status event – See the [Eligibility](#) chapter of this SPD to understand if a change in your family or employment situation will allow you to change your elections during the year.



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