

**SUMMARY PLAN DESCRIPTION**

**FOR**

**VANTIVA**

**LIFE AND ACCIDENT INSURANCE PLAN**

**Revised January 1, 2024**

**VANTIVA**  
**LIFE AND ACCIDENT INSURANCE PLAN**  
**SUMMARY PLAN DESCRIPTION**

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## **SUMMARY PLAN DESCRIPTION FOR VANTIVA LIFE AND ACCIDENT INSURANCE PLAN**

The following is a Summary of the principal provisions of the Vantiva Employee Benefit Plan, a component of which is the Vantiva Life and Accident Insurance Plan. This Summary Plan Description was prepared for eligible Employees and their beneficiaries. This Plan provides benefits to your beneficiaries in the event of your death and also provides benefits to you in the event of severe injury to you or death of your insured dependent(s).

**Caution:** This Summary contains information which should help you understand your rights and benefits under the Plan; however, it is merely an overview of important provisions and features and does not describe all provisions, potential situations, possible benefits or requirements of the Plan, or determine your rights and benefits under the Plan, if any. Further, the terms used in this Summary have technical meanings defined in the Plan. The Definitions Section XVI at the end of the Summary includes definitions for many of the terms used in the Summary. In some cases, the definitions provided here have been summarized or simplified.

This Summary does not create any right to employment and your status remains that of an at-will employee.

The Plan Document, The Guardian Life Insurance Company insurance certificates, and The Guardian Life Insurance Company insurance policy are the governing legal documents of the Plan. This Summary does not modify the Plan or serve as an agreed interpretation of any provision of the Plan. You should not rely on this Summary as creating any legal rights. If you have a question about eligibility, cost, or when coverage begins or ends, you should refer to this Summary. If you have a question about covered or excluded benefits, you should refer to the Guardian Life Insurance certificates.

Vantiva has appointed an Administrative Committee which acts on behalf of Vantiva. The Administrative Committee, in turn, has delegated certain administrative responsibilities to specific Employees. In addition, the Plan Administrator has delegated some of its responsibilities under the Plan to Guardian Life Insurance, as specified in this Summary. The Plan Administrator or its designee(s) has full discretion and final authority to determine eligibility for benefits under the Plan and to interpret provisions of the Plan.

If you have any questions regarding the Plan or any action of the Administrative Committee, you should contact the Plan Administrator in writing at the Benefits Department at Vantiva USA Shared Services Inc., 4855 Peachtree Industrial Blvd., Suite 200, Norcross, GA 30092, USA.

## I. BENEFITS UNDER THE INSURANCE PLAN

If you are eligible, the Plan offers coverage to you and your Dependent(s) under the following benefit options:

- **Basic Life Insurance** - provides you with no cost life insurance that is payable to your beneficiary(ies) upon your death.
- **Basic Accidental Death & Dismemberment Insurance** - provides a benefit to you in the event you are severely injured or killed due to a covered accident.
- **Supplemental Life Insurance** - provides an opportunity for you to purchase supplemental life insurance that is payable to your beneficiary(ies) upon your death.
- **Dependent Life Insurance** - provides a payable benefit to you upon your Dependent's death.
- **Voluntary Accidental Death & Dismemberment Insurance** - provides an opportunity for you to purchase additional accidental death and dismemberment insurance in the event you are severely injured or killed due to a covered accident. You may elect family coverage to insure your Spouse and Child(ren), as well.
- **Business Travel Accident Insurance** - provides protection when you are required to travel on company business.

## II. ELIGIBILITY

### Employees

You are eligible to participate in the Plan if you are a Full-Time or Part-Time Non-Represented Employee, except only Full-Time Non-Represented Employees may participate in the Business Travel Accident Insurance benefit.

### Family Members

Your family members are also eligible for coverage under the Plan, other than for Business Travel Accident Insurance, if you meet the eligibility criteria above, and you elect coverage for your family members under the Plan. Eligible family members include:

- Spouse;
- Domestic Partner;

- Child or Children

If any of your Dependents are an Employee, former Employee, or a retired Employee who is eligible (whether or not actually participating) for coverage under the Plan as a result of employment with a Participating Employer, he or she is ineligible for dependent life coverage. If your Dependent is on active duty in the military (excluding summer training in the reserve forces) he or she is also ineligible for dependent life coverage.

### **Request for Eligibility Determination**

If you believe that you are eligible to participate in the Plan under its terms, or if you believe that your participation should be on different terms than what has been offered to you, you should contact Vantiva Benefits Solution Center at (800) 284-7876.

If the Vantiva Benefits Solution Center informs you that you are not eligible to participate in the Plan, and you disagree with this response, you or your authorized representative may file a written eligibility determination request under this procedure at the following address. You must file your eligibility determination request within 30 days of the date the Vantiva Benefits Solution Center responds to your request.

Address your eligibility determination request to:

Vantiva USA Shared Services Inc.  
c/o: U.S. Benefits Manager  
4855 Peachtree Industrial Blvd., Suite 200  
Norcross, GA 30092, USA

The U.S. Benefits Manager will review your eligibility determination request and will respond to you in writing as soon as administratively practicable. The U.S. Benefits Manager has authority over all questions of eligibility and any decisions by the U.S. Benefits Manager as to an individual's eligibility to participate in the Plan will be final and binding.

## **III. WHEN COVERAGE BEGINS**

### **Employee Coverage**

Your coverage under the basic life certificate and basic accidental death and dismemberment certificate begins immediately on your date of hire if you are an eligible employee. No enrollment is necessary.

You are eligible to participate in the supplemental life, dependent life, and voluntary accidental death and dismemberment benefits immediately after completing the 30-day waiting period, subject to the terms and conditions as described in the Guardian Life Insurance certificate. If you do not elect to participate in these benefits at this time, you will be eligible to enroll at the next open enrollment.

If you are an eligible employee, coverage under the business travel accident certificate begins on the first day you report to work.

### **Dependent Coverage**

You are eligible to enroll in dependent life insurance within 30 days after your hire date, coverage for your eligible Dependents begins on the day after the 30-day waiting period, subject to the terms and conditions as described in the Guardian Life Insurance certificate. If you do not enroll in dependent life coverage at this time, you can elect to enroll in the next open enrollment or upon the occurrence of a qualifying event as described in the Guardian Life Insurance certificate.

## **IV. EVIDENCE OF INSURABILITY**

Depending on the level of supplemental life, voluntary accidental death and dismemberment, and dependent life you elect to receive, you may need to provide evidence of insurability as described in the Guardian Life Insurance certificate.

## **V. HOW TO ENROLL IN THE PLAN**

You enroll in the supplemental life, dependent life, or voluntary accidental death and dismemberment insurance plans by completing the appropriate section of the enrollment form provided during the open enrollment period by visiting [www.myvantivabenefits.com](http://www.myvantivabenefits.com) or by calling the Vantiva Benefits Solution Center at (800) 284-7876. You may enroll in advance of completion of the 30-day waiting period, assuring that coverage will begin as soon as you are eligible under the terms of the Guardian Life Insurance certificate.

You can elect to cover your Spouse only, your Child(ren) only, or both your Spouse and Child(ren). Total monthly cost for the coverage you elect can be determined by adding the current cost per month for Spouse, if applicable, together with the current cost per month for Child(ren), if applicable.

If both you and your Spouse are employed by a Participating Employer, you may not elect coverage for each other under the dependent life. Only one of you may elect coverage for your Child(ren).

When you enroll in the Plan by completing an enrollment form, you authorize payroll deduction of your cost for the coverage beginning when coverage starts.

## **VI. CHANGING YOUR COVERAGE**

If you want to change your level of coverage under the supplemental or dependent life plans, you must complete a new enrollment election during open enrollment by visiting [www.myvantivabenefits.com](http://www.myvantivabenefits.com) or by calling the Vantiva Benefits Solution Center at

(800) 284-7876. To increase the amount of coverage for your Spouse to an amount over \$50,000,\* you must also submit satisfactory evidence of insurability to the Insurance Company. Your new coverage amount will become effective on January 1 following open enrollment or, if later, the date Guardian Life Insurance issues the necessary approval, provided you are at work on that date or away from work because of vacation, holiday or scheduled day off.

You may also change your coverage if you have a “qualifying event.” Qualifying events include:

- Marriage;
- The birth, adoption, or placement for adoption of a dependent child;
- Divorce, legal separation or annulment;
- The death of the dependent; or
- A change in you or your dependent’s employment status if it causes you or your dependent to gain or lose eligibility for coverage.

You have 30 days from the date of the qualifying event to request a change to your coverage. The requested change must be consistent with the qualifying event. Your new coverage following a qualifying event will go into effect the first day of the month following the month the change is requested, or if later, the date Guardian Life Insurance issues the necessary approval, provided you are at work on that date or away from work because of vacation, holiday or scheduled day off.

## **VII. TAX CONSIDERATIONS**

Under current federal income tax law, the value of employer-provided life insurance which exceeds \$50,000 is considered taxable income and must be included in your annual W-2 reported pay. The value of such coverage is calculated using age-based rates from the Uniform Premium Table (Table 1) published by the Department of the Treasury.

The imputed cost of your basic life benefit is shown on your paycheck, but will not be taken into account in determining any other benefits you receive from Vantiva based on pay.

## **VIII. BENEFICIARY UNDER THE PLAN**

You must designate a beneficiary as soon as possible after your hire. You may change your beneficiary(ies) at any time by signing on to your Benefits Portal at

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\*NOTE: For bargaining unit employees, evidence of insurability is required if a coverage amount over \$35,000 is elected.

employeenavigator.com. Business travel accident insurance beneficiaries will be the same as the beneficiary designated to receive your basic life insurance benefit.

It is important that you keep your beneficiary(ies) designation current. If your marital status or other circumstances change, you may wish to change your beneficiary(ies).

## **IX. APPLICATION FOR BENEFITS**

Application for benefits should be made to the Vantiva Benefits Solution Center by visiting [www.myvantivabenefits.com](http://www.myvantivabenefits.com) or by calling (800) 284-7876 as soon as possible following your injury or death. Benefits under the Plan are paid exclusively by Guardian Life Insurance as provided in the applicable group policy.

## **X. WHEN YOUR COVERAGE TERMINATES**

Your coverage under the Plan terminates in accordance with the terms of the Guardian Life Insurance certificate.

## **XI. CONVERSION RIGHTS**

You can convert all or part of your employee life insurance to an individual whole life insurance policy in accordance with the terms and conditions of the Guardian Life Insurance certificate.

## **XII. OTHER IMPORTANT INFORMATION**

### **Fraud/Misrepresentation**

If you knowingly and with intent attempt to defraud the Plan, file a claim that contains any materially false information including eligibility information, conceal information in order to mislead, or commit a fraudulent act, you may be subject to disciplinary action, up to and including termination of employment, and possible criminal and civil penalties.

### **Right to Recovery**

Guardian Life Insurance has the right to recover, on the behalf of the Plan, any benefits that are overpaid, and reserve the right to deduct or offset any amounts paid in error from any pending or future claim.

The Plan has established policies to determine which recoveries to pursue, and when to incur expenses and settle or compromise recovery amounts.

### **Right to Amend or Terminate**

Vantiva may amend, terminate, suspend, withdraw, or modify the Plan in whole or in part at any time, subject to the provisions of the insurance contract.

## **XIII. CLAIMS AND APPEALS PROCEDURE**

### **Seeking Review of Decisions You Disagree With**

If you apply for a benefit and your claim is denied in whole or in part, the Plan has a claims review procedure that you must follow in order to seek review of your claim. Following the claims procedure is very important because it may affect your legal rights under the plan.

The claims procedure is intended to provide a fair review of whether the terms of the plan have been followed in your case. The claims procedure is not intended as a way to air suggestions or complaints about the benefits offered by Vantiva, and such matters will not be considered under the claims procedure.

### **Benefit Claims and Appeal Procedure**

For full details regarding the benefit claims and appeal procedure for the Plan, you should consult the Guardian Life Insurance certificate.

The benefit claims and appeals process is fully outsourced to Guardian Life Insurance. Vantiva has no involvement whatsoever with decisions relating to benefit claims and appeals.

### **Legal Action**

If you have gone through the entire claims process, you have the right to file a lawsuit challenging the denial. The claims procedures described above are required by federal law and are designed to ensure that disputes regarding the Plan are decided by the appropriate Plan fiduciaries. Therefore, courts almost always require that a claimant exhaust a Plan's claims procedures before filing suit (both filing the initial claim and appealing a denied claim). If you fail to do so, the court will likely dismiss your lawsuit. Except in rare circumstances, the court will not allow you to introduce new evidence or arguments to support your claim. Thus, you should make sure that everything that you believe supports your position is submitted to the appropriate Plan fiduciaries during the claims process.

You may pursue legal action only after you have completed the Plan's claims process. In addition, because this is a fully insured benefit, the time period for bringing any lawsuit against Guardian Life Insurance or the Plan shall be determined by the terms of the insurance policy or law. Notwithstanding the foregoing, however, if you have completed the claims process and want to bring a lawsuit against Vantiva (including Vantiva in its capacity as Plan Administrator), any Vantiva officer, employee, or director, or any Plan committee or member, you must do so within the shorter of one (1) year of the final denial of your claim or three (3) years from the date of the services giving rise

to the claim. If you want to bring a lawsuit related to the Plan for any reason other than to claim a benefit, you must do so within one year of the act or omission giving rise to the claim. Failure to file a lawsuit within these time periods will cause your rights to expire.

The Plan is governed by ERISA, and state law is generally preempted. All lawsuits arising under the Plan or relating to the Plan must be submitted in state or federal court if the lawsuit names as a defendant Vantiva (or a participating affiliate); and employee, officer, or director of Vantiva (or a participating affiliate); a Plan committee or a member thereof; or the Plan itself.

#### **Scope of Discretionary Authority**

Guardian Life Insurance is the Plan fiduciary for benefit claims and appeals. The Plan fiduciary has the final and discretionary authority to determine claims and appeals, and has the final and discretionary authority to interpret all terms of the Plan and make factual determinations necessary to make the claim and appeal determinations. The decision made by the Plan fiduciary on review is final and binding, subject to your right to file a lawsuit under ERISA or other applicable law. This decision-making authority is broad and is limited only by the duties imposed under ERISA. The determination is intended to be given deference by courts to the maximum extent allowed under ERISA.

## **XIV. OTHER ERISA INFORMATION**

#### Plan Name

Vantiva Employee Benefit Plan, a component of which is the Vantiva Life and Accident Insurance Plan.

#### Plan Number Assigned by Plan Sponsor

501

#### Type of Plan

Fully Insured Life Insurance and Accidental Death and Dismemberment

#### Date of End of Plan Year for Purposes of Maintaining the Plan's Fiscal Records

December 31

#### Plan Administrator

Vantiva USA Shared Services Inc.

Benefits Department

4855 Peachtree Industrial Blvd., Suite 200, Norcross, GA 30092, USA

Telephone Number: (818) 260-4903

Employer Identification Number: 35-1724835

Service of legal process may be made upon the Plan Administrator at the address given above.

If you write to the Plan Administrator, be sure to give enough information so that your records can be located for a prompt reply. Give your name, address, employee identification number, and location where you work or worked.

Claims Administrator

The Guardian Life Insurance Company  
10 Hudson Yards  
New York, NY 10001  
(212) 598-8000

Participating Employers

Vantiva USA Shared Services Inc. EIN: 35-1724835  
4855 Peachtree Industrial Blvd., Suite 200  
Norcross, GA 30092, USA

Vantiva Supply Chain Solutions, Inc. EIN: 95-3779864  
(formerly Technicolor Home Entertainment Services, Inc.)

Vantiva USA LLC EIN: 46-2926832  
(formerly Technicolor Connected Home USA LLC)

## **XV. YOUR RIGHTS UNDER THE ERISA**

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

**Receive Information About Your Plan and Benefits**

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

**Prudent Actions by Plan Fiduciaries**

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

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## XVI. DEFINITIONS

*The following terms are used in this Summary:*

### **Child or Children**

Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild, and who is:

- At least 14 days old, under age 19, unmarried and supported by you;
- under age 25 and who is:
  - unmarried;
  - supported by you;
  - not employed on a Full-Time basis; and
  - a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located; or
- your unmarried, permanently disabled child (despite his or her age) who is fully dependent upon you for financial support.

For the purpose of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Plan as an employee

For Voluntary Accidental Death and Dismemberment Insurance, your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild; and who is:

- under age 19, unmarried and supported by you;
- under age 25 and who is:
  - unmarried;
  - supported by you;
  - not employed on a Full-Time basis; and
  - a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located; or
- your unmarried, permanently disabled child (despite his or her age) who is fully dependent upon you for financial support.

For the purpose of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Plan as an employee.

**Claims Administrator**

The Guardian Life Insurance Company of America.

**Dependent(s)**

Your Spouse and/or Child(ren).

**Domestic Partner**

For residents of Vermont and Washington only, Domestic Partner means two people who are registered as each other's domestic partner, civil union partner or reciprocal beneficiary with the applicable government agency of that state.

**Employee**

A person in a common-law employee-employer relationship with a Participating Employer, as determined by Vantiva.

**Full-Time**

An Employee in an eligible class of employees who is regularly scheduled to work a minimum of 30 hours per week.

**Guardian Life Insurance**

Guardian Insurance Company.

**Non-Represented**

An Employee who is not represented by a collective bargaining agent or included in a collective bargaining unit recognized by a Participating Employer.

**Participating Employer**

Vantiva USA Shared Services Inc. and each subsidiary or affiliated company of Vantiva USA Shared Services Inc. that adopts the Plan. The Participating Employers are listed in Section XIV of the Summary.

**Part-Time**

An Employee in an eligible class of employees who is regularly scheduled to work a 20 hours per week but less than 30 hours per week.

**Plan**

Vantiva Employee Benefit Plan, a component of which is the Vantiva Life and Accident Insurance Plan.

**Plan Administrator**

Vantiva USA Shared Services Inc.

**Spouse**

Your lawful Spouse. Spouse also includes your Domestic Partner. Spouse does not include any person who is on active duty in the military of any country or international authority; however, active duty does not include weekend or summer training for the reserve forces of the United States, including the National Guard. Spouse does not include an individual who is insured under the Plan as an employee.

**Vantiva**

Vantiva USA Shared Services Inc. as now constituted or as may be constituted hereafter, or any person, firm, corporation or partnership which may succeed to its business and which adopts the Plan.

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