

Amazon and Subsidiaries Short Term Disability Plan

Effective January 01, 2016

This document serves as both the plan document and summary plan description required by ERISA.

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Section 1 – Plan Specifications

Eligibility Requirements for Benefits

Who Is Eligible for Short Term Disability Benefits?

All regular Employees assigned to work a minimum of 30 scheduled hours per week are eligible to participate in this plan.

The following Employees are specifically excluded from participating in this plan:

1. any Employee not meeting the eligibility criteria above;
2. any Employee classified by Amazon as temporary, "intern," (class "I") or "seasonal" (class "S");
3. any Employee classified by Amazon as internal temporary staffing (class "M") or part-time field (class "Q");
4. any Employee not on the U.S. payroll of Amazon;
5. any Employee who is a nonresident alien with no U.S.-source income; and
6. any Employee who is included in a unit of Employees covered by a collective bargaining agreement.

What Is the Eligibility Waiting Period?

There is no Eligibility Waiting Period. If all eligibility requirements are met, coverage will begin on the employee's date of hire.

Are Employee Contributions Required?

No, this plan is completely funded by Amazon.

Short-Term Disability Benefits

What Is the Elimination Period?

Absences related to an employee's own serious health condition must satisfy a continuous seven-calendar-day Elimination Period. Benefit payment will begin on the eighth calendar day. For Maternity and Pre-Partum conditions, benefits will begin as of the date of disability or the date of delivery, whichever is earlier.

What Is the Amount of Benefits?

For Maternity Disability, an employee is eligible for 100% of Basic Weekly Earnings, less Other Income Benefits and Other Income Earnings, for the Pre-Partum period in the four weeks prior to delivery and a maximum of ten weeks Post-Partum. If the Disability extends beyond ten weeks post-delivery, the Disability benefit will reduce to 60% of Basic Weekly Earnings, not to exceed a Maximum Weekly Benefit of \$2,300, less Other Income Benefits and Other Income Earnings. The minimum benefit is \$25. Beyond ten weeks post-delivery and with no further disability extension, an employee may be eligible for the Amazon Paid Parental Leave benefit. If qualified, an employee may elect to continue receiving 100% of Basic Weekly Earnings, less Other Income Benefits and Other Income Earnings, under the six-week benefit. Please see the Amazon Paid Parental Leave policy for details.

With respect to all other Disability claims, the benefit amount is 60% of Basic Weekly Earnings, not to exceed a Maximum Weekly Benefit of \$2,300, less Other Income Benefits and Other Income Earnings. The minimum benefit is \$25.

What Is the Maximum Benefit Period?

Following the completion of the Elimination Period, the maximum benefit period for a Disability end on the earliest of:

1. the end of the Disability; or
2. the end of the 25th week of Disability for which a benefit is payable.

Applicable to Maternity

One pregnancy is considered one Disability under the terms of this plan. As such, the maximum length of benefits for any pregnancy will be 26 weeks, whether that period began pre- or post-partum. For example: the 26-week period may consist of four weeks pre-partum, 10 weeks post-partum and an additional 12 weeks. If there is no pre-partum Disability, the period may consist of 10 weeks post-partum and an additional 16 weeks, , for a maximum total of 26 weeks of benefits.

Section 2 – Plan Eligibility and Effective Dates

Who Is Eligible for Benefits?

The eligibility requirements for benefits are shown in Section 1.

What Is the Eligibility Date for Benefits?

An employee in an eligible class will be eligible for benefits at 12:01 a.m. local time of the employee's primary work location on the later of the following dates:

1. this plan's effective date; or
2. the day after the employee's date of hire.

What Happens to Eligibility During a Family and Medical Leave?

An employee's eligibility for benefits may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date benefits would have terminated, subject to the following:

1. the leave is authorized in writing;
2. the benefit level, or the amount of earnings upon which benefits may be based, will be that in effect on the date before said leave begins; and
3. eligibility will cease immediately if any one of the following events should occur:
 - a. this group benefit plan terminates;
 - b. the employee is no longer in an eligible class; or
 - c. the employee's employment terminates.

What Happens to Eligibility During a Leave of Absence?

Leave of Absence – Military Leave

If an employee is on an approved military leave of absence, eligibility for benefits may continue to the end of the month following 31 days of leave. In continuing such eligibility under this provision, all covered persons will be treated equally and in accordance with any expanded requirements of applicable law. Please refer to the health summary plan description and the leave of absence policy for details related to health insurance coverage and continuation during a leave of absence.

Leave of Absence – All Other Leaves

If the employee is on an approved leave of absence, eligibility for benefits may continue until the end of the month in which the leave ends. In continuing such benefit under this provision, all covered persons will be treated equally. Please refer to the health summary plan description and the leave of absence policy for details related to health insurance coverage and continuation during a leave of absence.

Section 3 – Disability Income Benefits

Disability Benefit

When Is the Disability Benefit Payable?

When the Amazon Leave of Absence team (Amazon LOA) or Amazon's Third Party Administrator (TPA) receives Proof that the employee is Disabled due to Injury or Sickness and requires the Regular Attendance of a Physician, the employee may be eligible to receive a Weekly Benefit, after the Elimination Period has been satisfied, subject to any other provisions of this plan. The benefit will be paid for the period of Disability if Proof of continued Disability, Regular Attendance of a Physician, and Appropriate Available Treatment is provided to Amazon LOA or the TPA.

The Proof must be given upon Amazon LOA or TPA's request and at the employee's expense. In determining whether an employee is Disabled, the review will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, pay cuts, job sharing and loss of a professional or occupational license or certification.

To be eligible for benefits, the Injury or Sickness must occur and Disability must begin while the employee is covered under this plan as specified in Section 1.

The Weekly Benefit will not:

1. exceed the Maximum Weekly Benefit; or
2. be paid for longer than the Maximum Benefit Period.

How Is the Amount of the Disability Weekly Benefit Figured?

To figure the amount of Weekly Benefit:

1. Take the lesser of:
 - a. the employee's Basic Weekly Earnings multiplied by the benefit percentage shown in Section 1; or
 - b. the Maximum Weekly Benefit shown in Section 1; and then
2. Deduct Other Income Benefits and Other Income Earnings (shown in the Other Income Benefits and Other Income Earnings provision of this plan), from this amount.

Federal and state tax withholdings are mandatory under this plan. Withholdings will be determined based on the applicable federal and state tax election forms on file with Amazon as of the date of benefits payment. If the employee has not provided appropriate tax election forms to Amazon, the Plan Administrator must withhold the maximum applicable federal tax rate and state tax rate, according to the state in which the employee lives. All tax withholdings will be transmitted to the applicable taxing authorities and reported to the employee.

Partial Disability

When Is a Partial Disability Benefit Payable?

When Amazon LOA or the TPA receives Proof that the employee is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness and requires the Regular Attendance of a Physician, the employee may be eligible to receive a Weekly Benefit, subject to any other provisions of this plan.

To be eligible to receive Partial Disability benefits, the employee may be employed in the employee's Own Job or another job, must satisfy the Elimination Period, and must be earning between 20% and 80% of the employee's Basic Weekly Earnings.

A Weekly Benefit will be paid for the period of Partial Disability, if the employee provides Amazon LOA or TPA with Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Amazon LOA or TPA's request and at the employee's expense. In determining whether an employee is Partially Disabled, the review will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, pay cuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while the employee is covered under this plan.

How Is the Partial Disability Benefit Calculated?

After benefits have commenced for Total Disability, if the employee returns to work on a part-time or limited-duty basis because the employee is Partially Disabled, the benefit amount will be

the employee's Weekly Disability benefit reduced by any part-time weekly earnings based on hours actually worked, and reduced by any company holiday pay or PTO time.

The Weekly Benefit payable will not be more than the Disability benefit otherwise payable under this plan.

Other Income Benefits and Other Income Earnings

What Are the Employee's Other Income Benefits and Other Income Earnings?

"Other Income Benefits and Other Income Earnings" means:

1. The amount for which the employee is eligible under:
 - a. any benefit payable under Workers' or Workmen's Compensation law;
 - b. any work loss provision in mandatory "no-fault" auto coverage; or
 - c. any other governmental program or coverage required or provided by statute (including any amount attributable to the covered person's family);
2. any amount the employee receives from any unemployment benefits; or
3. any amount of Disability and/or retirement benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, which:
 - a. the employee receives or is eligible to receive;
 - b. the employee's spouse, child or children receive or are eligible to receive because of the employee's Disability; or
 - c. the employee's spouse, child or children receive or are eligible to receive because of the employee's eligibility for such retirement benefits.

Other Income Benefits, except retirement benefits described above, must be payable as a result of the same Disability.

Estimation of Benefits

How Will the Employee's Benefits Be Estimated?

The employee's Disability or Partial Disability benefits will be reduced by the amount of Other Income Benefits that we estimate are payable to the employee and the employee's dependents.

The employee's Disability benefit will not be reduced by the estimated amount of Other Income Benefits if the employee:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a reimbursement agreement under which, in part, the employee agrees to repay for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provides satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless Amazon LOA or TPA, determines that further appeals are not likely to succeed; and

4. if applicable, submits satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless Amazon LOA or TPA, determines that further appeals are not likely to succeed.

In the event that Amazon LOA or TPA overestimates the amount payable to the employee from any plans referred to in the Other Income Benefits and Other Income Earnings provision of this plan, the employee will be reimbursed for such amount upon receipt of written proof of the amount of Other Income Benefits awarded (whether by compromise, settlement, award or judgment) or denied (after appeal through the highest administrative level).

What Happens If the Employee Receives a Lump Sum Payment?

Other Income Benefits from a compromise, settlement, award or judgment that are paid to the employee in a lump sum and meant to compensate the employee for any one or more of the following:

1. loss of past or future wages (excludes separation agreement issued by Amazon);
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or capacity,

will be prorated on a weekly basis as follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, over a period of 260 weeks.

What Happens If the Employee Receives Any Cost of Living Increases?

After the first deduction for each of the Other Income Benefits, the Weekly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits provision of this plan.

What Happens When the Benefit Period Is Less Than a Week?

For any period consisting of less than a full week for which a short term Disability benefit is payable, the benefit will be paid on a prorated basis. The rate will be 1/7th of the Weekly Benefit for each day for such period of Disability. Therefore, when an employee works a partial week, any payment will be based on a calendar-day basis rather than the employee's normal work schedule.

When Will the Employee's Short Term Disability Benefit Be Discontinued?

The Weekly Benefit will cease on the earliest of:

1. the date the employee fails to provide Proof of continued Disability or Partial Disability and Regular Attendance of a Physician;

2. the date the employee fails to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due;
3. the date the employee refuses to be examined or evaluated at reasonable intervals;
4. the date the employee refuses to receive Appropriate Available Treatment;
5. the date the employee refuses a job with Amazon where workplace modifications or accommodations (whether for short- or long-term restrictions) were made to allow the employee to perform the Material and Substantial Duties of the job;
6. the date the employee is able to work in the employee's Own Job on a part-time basis, but chooses not to;
7. the date the employee's current Partial Disability earnings exceed 80% of Basic Weekly Earnings (because current earnings may fluctuate, earnings will be averaged over three consecutive weeks rather than immediately terminating the benefit once 80% of Basic Weekly Earnings has been exceeded);
8. the date the employee is no longer Disabled according to this plan; or the date the current Disability concludes and the employee is not eligible for a new, successive or continued claim.
9. the end of the Maximum Benefit Period; or
10. the date the employee dies.

Successive Periods of Disability

What Happens if the Employee Returns to Work and Becomes Disabled Again?

With respect to this plan, "Successive Periods of Disability" means a Disability that is related or due to the same cause(s) as a prior Disability for which a Weekly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this plan, the employee:

1. returns to the employee's Own Job on an Active Employment basis for less than two continuous weeks; and
2. performs all the Material and Substantial duties of the employee's Own Job.

To qualify for the Successive Periods of Disability benefit, the employee must experience more than a 20% loss of Basic Weekly Earnings.

Benefit payments will be subject to the terms of this plan for the prior Disability.

If the employee returns to the employee's Own Job on an Active Employment basis for two continuous weeks or more, the Successive Period of Disability will be treated as a new period of Disability. The employee must complete another Elimination Period.

If the employee becomes eligible for benefits under any other group short term disability plan, this Successive Periods of Disability provision will cease to apply to the employee.

Section 4 – Exclusions

General Exclusions

What Disabilities Are Not Covered?

This plan will not cover any Disability due to:

1. war, declared or undeclared, or any act of war;
2. active Participation in a Riot (as such terms are defined below);
3. the committing of or attempting to commit a felony or misdemeanor; or
4. cosmetic surgery unless such surgery is in connection with an Injury or Sickness sustained while the employee is covered under this plan.

No benefit will be payable during any period of incarceration.

With respect to this provision, "Participation" shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in a Riot, but shall not include actions taken in defense of public or private property, or actions taken in defense of the employee, if such actions of defense are not taken against persons seeking to maintain or restore law and order, including, but not limited to, police officers and fire fighters.

With respect to this provision, "Riot" shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or an unlawful act is the intent or the consequence of such disorder.

When Will the Employee's Benefits Coverage End?

The employee will cease to be covered for any new condition(s), regardless of any other prior condition(s) that may be covered, on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date the employee is no longer in an eligible class;
3. the date the employee's class is no longer included for benefits;
4. the date employment terminates (cessation of Active Employment will be deemed termination of employment, except that benefits will be continued for an Employee absent due to Disability during the Elimination Period); and
5. the date the employee ceases active work due to a labor dispute, including any strike, work slowdown, or lockout.

Amazon reserves the right to review and terminate all classes covered under this plan if any class or classes cease to be covered.

Section 5 – General Provisions

Is Assignment Allowed?

No assignment of any present or future right or benefit under this plan will be allowed.

What Are the Examination Rights?

Amazon LOA or TPA may have the right and opportunity to have the employee, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Amazon LOA or TPA. This right may be exercised as often as reasonably required.

When Must Amazon LOA or TPA Be Notified of a Claim?

Notice of a claim must be given to Amazon LOA or TPA within 30 days of the date of the loss on which the claim is based. If that is not possible, Amazon LOA or TPA must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Amazon LOA or TPA.

When Must Amazon LOA or TPA Receive Proof of a Claim?

1. Satisfactory Proof of loss must be given to Amazon LOA or TPA no later than 30 days after the end of the Elimination Period.
2. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.
3. Proof of continued loss, continued Disability or Partial Disability, when applicable, and Regular Attendance of a Physician must be given to Amazon LOA or TPA within 30 days of the request for such Proof.

Amazon LOA or TPA reserves the right to determine if the employee's Proof of loss is satisfactory.

What Are the Rights of Recovery?

An overpayment of benefits may be recovered in the discretion of the Plan Administrator, including, but not limited to, the following situations:

1. fraud;
2. any error made by Amazon LOA or TPA in processing a claim; and
3. the employee's receipt of any Other Income Benefits.

An overpayment may be recovered by various methods, including, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan;
3. withholding from the employee's regular pay to the extent permitted under applicable law;

4. taking any appropriate collection activity available, including any legal action needed; and
5. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

Upon request, it is required that full reimbursement be made.

What Are the Rights of Subrogation and Reimbursement?

If this plan pays any claim on the employee's behalf for Injury or Sickness for which another party is responsible, or for which uninsured/underinsured motorist (UIM) or personal injury protection (PIP) insurance or other similar type of insurance or contract exists, this plan is entitled to be repaid for the amounts it pays out of any recovery from that responsible party. The responsible party is also known as the "third party" because it is a party other than the employee or this plan. The employee's submission of claims for Injury or Sickness caused by a third party constitutes the employee's agreement to the terms of this provision and the employee's grant to this plan of a first priority equitable lien by agreement.

This plan is entitled to the proceeds of any settlement or judgment that results in a recovery from a third party, up to the full amount of benefits paid by this plan for the employee's Injury or Sickness caused by the third party, whether or not the employee has been made whole. This plan's right to recover exists regardless of whether it is based on subrogation, reimbursement or restitution. This right allows this plan to pursue any claim against any third party or insurer, whether or not the employee chooses to pursue that claim. This plan's rights and priority extend to the full amount of all claims paid or to be paid by this plan for Injury or Sickness caused by the third party and extend to any costs that result from the enforcement of its rights.

This plan's first priority right will not be reduced due to the employee's own negligence. In addition, this plan's first priority right will not be subject to any reduction on the ground that the employee is not made whole or by application of the common fund doctrine or any other responsibility for payment of attorneys' fees and costs.

In recovering amounts paid for Injury or Sickness caused by a third party, this plan may hire an attorney or have this plan be represented by the employee's attorney. This plan will not pay for any fees or legal costs incurred by the employee or on the employee's behalf, but if this plan enters into a written agreement with the employee's attorney to represent this plan as well as the employee, this plan will pay the fees and legal costs it incurs pursuant to its agreement with the employee's attorney. If the employee retain an attorney or other agent to represent the employee in attempting to collect from a third party, the employee must require that legal representative to reimburse this plan directly from any settlement or recovery. Before accepting any settlement on the employee's claim against a third party, the employee or employee's legal representative must notify this plan in writing of the terms or conditions upon which the settlement is offered, and the employee or employee's legal representative must notify the third party of this plan's first priority interest in any settlement established by this provision. The employee also must cooperate with this plan in recovering amounts paid by this plan on the

employee's behalf. If the employee or employee's legal representative fail to cooperate fully with this plan in the recovery of amounts paid by this plan for Injury or Sickness caused by a third party as described above, the employee is responsible for reimbursing this plan in full for such benefit.

The employee or employee's legal representative must, within 14 business days of receiving a request from this plan, provide all requested information and sign and return all requested documents for purposes of exercising this plan's rights under this provision.

To the extent that the employee recovers from a third party, the employee agrees to hold, and to instruct employee's attorney to hold, any recovered amounts in trust or in a segregated account until this plan's subrogation, reimbursement, and equitable rights of recovery are fully determined.

How Do the Benefits Affect Workers' Compensation?

This plan and the benefits provided are not in lieu of, nor will they affect any requirements for, coverage under any workers' compensation law or other similar law.

Section 6 – ERISA

Employee Retirement Income Security Act of 1974 (ERISA).

What Are the Employee's Rights Under ERISA?

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

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

2. 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.

3. The people who operate this plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of the employee and other plan participants and beneficiaries.
4. No one, including the employer, union, or any other person, may fire the employee or otherwise discriminate against the employee in any way to prevent the employee from obtaining a welfare benefit or exercising the employee's rights under ERISA.
5. If the employee's claim for a welfare benefit is denied or ignored, in whole or in part, the employee has 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.
6. Under ERISA, there are steps the employee can take to enforce the above rights. For instance, if the employee requests a copy of plan documents or the latest annual report from the plan and does not receive them within 30 days, the employee may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay the employee up to \$110 a day until the employee receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
7. If the employee has a claim for benefits that is denied or ignored, in whole or in part, the employee may file suit in a state or federal court. If it should happen that plan fiduciaries misuse this plan's money, or if the employee is discriminated against for asserting the employee's rights, employee may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the employee is successful, the court may order the person sued to pay these costs and fees. If the employee loses, the court may order employee to pay these costs and fees if, for example, it finds the employee's claim is frivolous.
8. If the employee has any questions about this plan, employee should contact the Plan Administrator.
9. If the employee has any questions about this statement or about the employee's rights under ERISA, or if employee needs assistance in obtaining documents from the Plan Administrator, employee should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the employee's 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. The employee may also obtain certain publications about the employee's rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272.

Administrative Claims Procedures

Initial Review

If the employee's claim is denied, Amazon LOA or TPA will notify the employee of the adverse decision within a reasonable period of time, but not later than 45 days after receiving the claim.

This 45-day period may be extended for up to 30 days if Amazon LOA or TPA (1) determines that the extension is necessary because of matters beyond its control, and (2) notifies the employee, before the end of the 45-day period, why the extension is needed and the expected decision date. If, before the end of the first 30-day extension, Amazon LOA or TPA determines, due to matters beyond its control, that a decision cannot be rendered within that extension period, the determination period may be extended for up to an additional 30 days, provided Amazon LOA or TPA notifies the employee, before the end of the first 30-day extension period, why the extension is needed and the expected decision date.

The notice of extension shall explain (1) the standards on which benefit entitlement is based, (2) the unresolved issues that prevent a claim decision, and (3) the additional information needed. The employee has at least 45 days to provide the information.

The claim determination time frames begin when a claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing.

If an extension is necessary because the employee failed to submit necessary information, the days from the date TPA sends the employee the extension notice until the employee responds the request for additional information are not counted as part of the claim determination period.

Amazon LOA or TPA's notice of denial shall include:

1. the specific reason or reasons for denial with reference to those specific plan provisions on which the denial is based;
2. a description of any additional material or information necessary to perfect the claim and an explanation of why that material or information is necessary;
3. a description of the appeal procedures and time frames, including a statement of the claimant's right to bring a civil action under ERISA following an adverse decision on appeal;
4. if applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon and that a copy thereof will be provided free of charge upon request; and
5. if the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

Appeal Review

The employee or the employee's authorized representative, may appeal a denied claim within 180 days after the employee receives Amazon LOA or TPA's notice of denial. The employee has the right to:

1. submit to TPA, for review, written comments, documents, records, and other information relating to the claim;
2. request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the employee's claim;
3. a review that takes into account all comments, documents, records, and other information submitted by the employee, without regard to whether such information was submitted or considered in the initial claim decision;
4. a review that does not afford deference to the initial adverse decision and that is conducted by neither the individual who made the adverse decision nor such person's subordinate;
5. if the appeal involves an adverse decision based on medical judgment, a review of the claim by a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither the individual consulted in connection with the adverse decision nor the subordinate of any such individual; and
6. the identification of medical or vocational experts, if any, consulted in connection with the claim denial, without regard to whether the advice was relied upon in making the decision.

TPA will make a full and fair review of the employee's appeal and may require additional documents as it deems necessary in making such a review. A final decision on the review will be made within a reasonable period of time but not later than 45 days following receipt of the written request for review unless TPA determines that special circumstances require an extension. In such case, a written notice will be sent to the employee before the end of the initial 45-day period. The extension notice shall indicate the special circumstances and the date by which TPA expects to render the appeal decision.

The extension cannot exceed a period of 45 days from the end of the initial period.

The appeal time frames begin when an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing.

If an extension is necessary because the employee failed to submit necessary information, the days from the date of the extension notice until the employee responds to the request for additional information are not counted as part of the appeal determination period.

TPA's notice of denial shall include:

1. the specific reason or reasons for denial with reference to those plan provisions on which the denial is based;
2. a statement that the employee is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the employee's claim;

3. a statement describing the voluntary review procedures offered by the Sponsor and the employee's right to obtain the information about such procedures, and a statement of the employee's right to bring an action under ERISA;
4. if applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon and that a copy thereof will be provided free of charge upon request; and
5. if the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

Voluntary Review

Following a denial of an appeal, in whole or in part, the Sponsor offers a voluntary level of review. With respect to such voluntary review:

1. this plan will not assert a failure to exhaust administrative remedies where a claimant elects to pursue a claim in court rather than through the voluntary level of review;
2. any statute of limitations applicable to pursuing the claimant's claim in court will be tolled during the period of the voluntary review process;
3. the voluntary level of review is available only after the claimant has pursued the claims and appeal required above and by regulation;
4. this plan will provide the claimant with sufficient information to make an informed judgment about whether to submit a claim through the voluntary review process, including the specific information set forth in regulation; and
5. no fees or costs will be imposed on the claimant as part of the voluntary review process.

Section 7 – Information About This Plan

Name of Plan

Amazon and Subsidiaries Short Term Disability Plan.

This plan shall be construed, administered and enforced according to the requirements of ERISA.

Participants Included

See the Schedule of Benefits.

Name and Address of Sponsor

Amazon Corporate LLC
440 Terry Avenue North
Seattle, WA 98109

Who Pays for This Plan

The Sponsor and participating Subsidiaries pay for this plan. The cost of this plan is funded 100% by employer contributions.

Plan Identification Number

- a. IRS Employer Identification No.: 91-1986545
- b. Plan No.: 501

Type of Plan

Group disability income.

Plan Year

April 1 – March 31

Plan Administrator, Name, Address and Telephone No.

Amazon Corporate LLC
440 Terry Avenue North
Seattle, WA 98109
(206) 266-1000

The Plan Administrator has the discretionary authority to determine whether and to what extent participants and beneficiaries are entitled to plan benefits and to construe this plan's terms. The Plan Administrator will be deemed to have properly exercised such discretionary authority unless the Plan Administrator has abused its discretion by acting arbitrarily and capriciously. To ensure efficient and sound operation and management of this plan, the Plan Administrator has the discretionary authority to appoint other persons as may be necessary to act on its behalf or assist in performing its responsibilities.

Agent for Service of Legal Process on This Plan

The Plan Administrator.

Funding Arrangement of This Plan

Benefits of this plan are paid from the general assets of the Sponsor.

Amendment of This Plan

The Sponsor reserves the right to modify, amend or terminate, in whole or in part, any or all provisions of this plan. Amendments may be adopted with retroactive effect to the extent permitted by ERISA and the Internal Revenue Code of 1986, as amended.

Section 8 – Definitions

This section defines some basic terms needed to understand this plan.

"**Active Employment**" means the employee must be actively at work with Amazon:

1. on a full-time or part-time basis and be paid regular earnings; and

2. for at least the minimum number of hours shown in this plan's specifications; and either perform such work:

- a. at the employee's usual place of business; or
- b. at another location where a business need requires it.

The employee will be considered "actively at work" if the employee was actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence that is not a medical leave for the employee's own disabling condition or lay-off; and
6. an emergency leave of absence, except emergency medical leave for the employee's own disabling condition.

"Amazon" means collectively the Sponsor and all Subsidiaries.

"Appropriate Available Treatment" means care or services that are:

1. generally acknowledged by Physicians to cure, correct, limit, treat or manage the disabling condition;
2. accessible within the employee's geographical region;
3. provided by a Physician who is licensed and qualified in a discipline suitable to treat the disabling Injury or Sickness; and
4. in accordance with generally accepted medical standards of practice.

"Basic Weekly Earnings" means the employee's weekly rate of earnings based on standard hour equivalent as reported by Amazon via the HRIS Eligibility file in effect immediately prior to the date Disability or Partial Disability begins. Basic Weekly Earnings do not include bonuses, commissions, overtime pay, shift differential pay or extra compensation.

"Delivery" is typically defined as live birth or stillborn birth where the duration in utero was 13 or more complete weeks of gestation.

"Disability" or "Disabled" means that the employee, as a result of Injury or Sickness, is unable to perform the Material and Substantial Duties of the employee's Own Job,

"Eligibility Date" has the meaning set forth in Section 2.

"Eligibility Waiting Period" has the meaning set forth in Section 1.

"Elimination Period" has the meaning set forth in Section 1.

"Employee" means a person in Active Employment.

"ERISA" means the Employee Retirement Income Security Act of 1974 and any amendment thereto.

"**Family and Medical Leave**" means a leave of absence for the birth, adoption or foster care of a child, for the care of the employee's child, spouse or parent, or for the employee's own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto, or by applicable state law.

"**Injury**" means bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this plan:

1. any Disability that begins more than 60 days after an Injury will be considered a Sickness; and
2. any Injury that occurs before the employee is covered under this plan, but that accounts for a medical condition that arises while employee is covered under this plan, will be treated as a Sickness.

"**Material and Substantial Duties**" means responsibilities that are normally required to perform the employee's Own Job and cannot be reasonably eliminated or modified.

"**Maternity**" is typically defined as live birth or stillborn birth where the duration in utero was 13 or more complete weeks of gestation.

"**Maximum Weekly Benefit**" has the meaning set forth in Section 1.

"**Other Income Benefits and Other Income Earnings**" has the meaning set forth in Section 3.

"**Own Job**" means the employee's job that employee was performing when the employee's Disability or Partial Disability began.

"**Partial Disability**" or "**Partially Disabled**" means that the employee, as a result of Injury or Sickness, is able to:

1. perform one or more, but not all, of the Material and Substantial Duties of employee's Own Job or another job on an Active Employment or a part-time basis; or
2. perform all of the Material and Substantial Duties of employee's Own Job or another job on a part-time basis; and
3. earn between 20% and 80% of employee's Basic Weekly Earnings.

"**Physician**" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health coverage laws of the state where the Treatment is received and is practicing within the terms of his license.

A Physician does not include the employee, any of employee's family members, or employee's domestic partner.

"**Plan Administrator**" has the meaning set forth in Section 7.

"**Pre-partum**" means a female who experiences a "Disability" as described above as a result of a condition related to pregnancy. Pre-partum may also occur if workplace modifications or accommodations that support the restrictions cannot be achieved.

"**Proof**" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by the employee claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the employee's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits.

Proof must be submitted in a form or format satisfactory to TPA.

"**Regular Attendance**" means the employee's personal visits to a Physician that are medically necessary according to generally accepted medical standards to effectively manage and treat the employee's Disability or Partial Disability.

"**Sickness**" means illness, disease, pregnancy or complications of pregnancy.

"**Sponsor**" means Amazon Corporate LLC.

"**Subsidiaries**" means any U.S. subsidiary of Amazon.com, Inc. that has adopted this plan with the consent of the Sponsor. Subsidiaries that have not adopted this plan as of the effective date include A9.com, Inc., Alexa Internet Inc., ChrisLands, Inc., Kiva Systems LLC, 13th Generation Media Inc. (also known as BookFinder.com), and Zappos.com, Inc.

"**Successive Periods of Disability**" has the meaning set forth in Section 3.

"**Treatment**" means consulting with or receiving care or services provided by or under the direction of a Physician, including diagnostic measures, being prescribed drugs and/or medicines, whether the employee chooses to take them or not, and taking drugs and/or medicines.

"**Weekly Benefit**" means the weekly amount payable if the employee is Disabled or Partially Disabled.