

Life Insurance Benefit

Summary Plan Description



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Introduction

A death can have a major financial — as well as emotional — impact on your family. The life insurance benefits coverage described in this Summary Plan Description (the “Life Benefits”) offers protection to help ensure that you and your family have the financial coverage you need if the unexpected happens. The Life Benefits are offered under, and are a part of, the BWXT Group Insurance Plan (the “Plan”). The Plan is sponsored by BWXT Investment Company, (formerly named Babcock & Wilcox Investment Company, hereafter (the “Company”).

Schedule of Benefits

The following Life Benefits are provided subject to the provisions below.

<u>EMPLOYEE LIFE BENEFITS (EMPLOYEE ONLY- Full Time Status)</u>	<u>AMOUNT</u>
BASIC LIFE	\$50,000
SUPPLEMENTAL LIFE	\$50,000 increments
Maximum Supplemental Life Benefit	The lesser of:
	(a) 10 times your basic annual earnings; or
	(b) \$2,500,000

<u>EMPLOYEE LIFE BENEFITS (EMPLOYEE ONLY- Part-Time Status)</u>	<u>AMOUNT</u>
BASIC LIFE	\$50,000
SUPPLEMENTAL LIFE	a) \$ 50,000
.....	b) \$100,000
.....	c) \$150,000

<u>DEPENDENT LIFE BENEFITS (DEPENDENTS ONLY)</u>	<u>AMOUNT</u>
DEPENDENT LIFE	
<u>Spouse:</u>	
Option 1	\$10,000
Option 2	\$25,000
Option 3	\$50,000
Option 4	\$75,000
Option 5	\$100,000
<u>Child:</u>	
Option 1	\$5,000
Option 2	\$10,000
Option 3	\$15,000

The amount of Dependent Life Benefits on account of a child is per child. The maximum spouse coverage is the lesser of **a)** 50% of employee's coverage, or **b)** \$100,000.

Changes in Amount of Life Benefits

If you are already enrolled in the Supplemental Life Benefits, you may increase or decrease your level of Supplemental Life Benefits during the year. If you are already enrolled in the Dependent Life Benefits, you may increase or decrease your level of Dependent Life Benefits during the year. You must request such a change by using the **Enrollment** feature on the BWXT Enrollment website at www.bwxt.com/enrollment or by calling the BWXT Enrollment Center toll free at 1-844-708-1088.

Any increase or decrease in your Supplemental or Dependent Life Benefits will take place on the date of your enrollment for the change, provided you are **Actively at Work** on that date, unless evidence of insurability is required. If you are not **Actively at Work** on that date, the change in your Supplemental or Dependent Life Benefits will take place when you return to **Active Work**, and/or are approved upon providing satisfactory evidence of insurability.

Provisions Applicable to Supplemental Life Benefits Greater than \$300,000

1. In order to be covered for an amount of Supplemental Life Benefits greater than \$300,000, Evidence of Insurability (EOI) must be given to the Claims Administrator. The Evidence of Insurability (EOI) is to be given at your expense.

If the Evidence of Insurability (EOI) is accepted by the Claims Administrator as satisfactory, such amount of Supplemental Life Benefits will be effective on the later of:

- a. the date your Supplemental Life Benefits would otherwise be effective; and
- b. the date the Evidence of Insurability (EOI) is accepted by the Claims Administrator;

provided you are **Actively at Work** on that date. If you are not **Actively at Work** on that date, such amount of Supplemental Life Benefits will become effective on the date of your return to **Active Work**.

If you are newly eligible and the Evidence of Insurability (EOI) is not accepted by the Claims Administrator as satisfactory, the amount of your Supplemental Life Benefits will be limited to 300,000 and will be effective on the date they would otherwise be effective without the Evidence of Insurability (EOI) requirement.

2. If you are already covered for an amount of Supplemental Life Benefits greater than \$300,000, Evidence of Insurability (EOI) must be given to the Claims Administrator in order for such amounts of Supplemental Life Benefits to be increased. The Evidence of Insurability (EOI) is to be given at your expense.

If the Evidence of Insurability (EOI) is accepted by the Claims Administrator as satisfactory, the increased amount of Supplemental Life Benefits will be effective on the later of:

- a. the date of your enrollment for the change in amount of Supplemental Life Benefits; and
- b. the date the Evidence of Insurability (EOI) is accepted by the Claims Administrator;

provided you are **Actively at Work** on that date. If you are not **Actively at Work** on that date, such amount of Supplemental Life Benefits will become effective on the date of your return to **Active Work**.

Provisions Applicable to Dependent Life Benefits on Your Dependent Spouse in Excess of \$25,000

1. You must, at your expense, give the Claims Administrator Evidence of Insurability (EOI) of your Dependent spouse in order for your Dependent spouse to:
 - a. become covered under the Plan for an amount of Dependent Life Benefits greater than \$25,000; or
 - b. receive an increase in the amount of Dependent Life Benefits of any amount when your spouse is already covered for an amount of Dependent Life Benefits.
2. Such amount of Dependent Life Benefits or such increase in the amount of Dependent Life Benefits will become effective for your Dependent spouse on the later of:
 - a. the date the Evidence of Insurability (EOI) of your Dependent spouse is accepted by the Claims Administrator as satisfactory; and
 - b. the effective date of your Employee Life Benefits;provided you are Actively at Work on that date. If you are not Actively at Work on that date, such amount of Dependent Life Benefits will become effective on the date of your return to Active Work.
3. If you do not give the Claims Administrator Evidence of Insurability (EOI) of your Dependent spouse, or if such Evidence of Insurability (EOI) is not accepted by the Claims Administrator as satisfactory, the amount of Dependent Life Benefits will be either:
 - a. If you are a new enrollee, it will not be more than \$25,000
 - b. If you are already enrolled in spouse life, the amount of Dependent Life Benefits will be what was in effect on your Dependent spouse immediately prior to the date on which any such increase would have become effective.

Contributions

BWXT pays the full cost of the Employee Basic Life Benefits for eligible employees.

You pay the full cost of the Supplemental Life Benefits and Dependent Life Benefits through after-tax payroll deductions. The cost of Supplemental Life Benefits is based on your age and the amount of coverage you choose. The cost of Dependent Life Benefits is based on the amount of coverage you choose.

When You Retire

No Life Benefits are provided under the Plan on or after the day you retire.

Schedule Supplement

Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

1. in contesting the validity of the Life Benefits with respect to which such statement was made; or
2. to reduce the Life Benefits;

unless the conditions listed in items (a) and (b) below have been met:

- a. The statement must be contained in a written application which has been signed by you.
- b. A copy of the application has been furnished to you or to your Beneficiary.

No such statement made by you will be used at all after such Life Benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

Assignment

Your Life Benefits may not be assigned prior to a loss.

Additional Provision

The Life Benefits under the Plan do not at any time provide paid-up insurance, or loan or cash values.

Definitions of Certain Terms Used in this Summary Plan Description

"*Actively at Work*" or "*Active Work*" means that you are performing all of the material duties of your job with the Employer where these duties are normally carried out. If you were Actively at Work on your last scheduled working day, you will be deemed Actively at Work:

1. on a scheduled non-working day;
2. provided you are not disabled.

"*Basic Life Benefits*" mean the employer paid Life Benefits which are provided on account of an Eligible Employee under the Plan. .

"*Covered Person*" means an Employee or a Dependent on whose account Life Benefits are in effect under the Plan.

"*Dependent*" means your spouse or your unmarried child except for:

1. a person who is in the military or like forces of any country or of any subdivision of a country;
2. a person who has Life Benefits under the Plan as an Employee;
3. an unborn or stillborn child; or
4. a child who is 25 years of age or older.

If a Dependent child is a Covered Person on the day before that child has reached the applicable age limit, that child will continue to be a Dependent after the age limit as long as:

- a. that child is and remains unable to work in self-sustaining employment because of
 - i. physical handicap; or
 - ii. mental retardation; and
- b. that child is and remains chiefly dependent upon you for support; and
- c. that child is and remains a Dependent, as defined, except for the age limit; and
- d. you give the Claims Administrator proof, upon request, that the child is and remains so unable to work and dependent upon you since the age limit. Proof will not be required more than once a year. The proof must be satisfactory to the Claims Administrator; and
- e. you timely make any required contributions toward such child's coverage

The term "*child*" means the following: Your natural child, adopted child or stepchild, who is under age 25 and unmarried and who was able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Life Insurance. A child will be considered Your adopted child during the period You are party to a suit in which You are seeking the adoption of the child.

The term does not include any person who:

- is in the military of any country or subdivision of any country; or
- is insured under the Group Policy as an employee.

No person may be covered as a Dependent of more than one Employee.

"Dependent Life Benefits" mean the Life Benefits which are provided on account of a Dependent under the Plan.

"Eligible Employee" means all regular full-time employees (working at least 30 hours per week) of an Employer or a regular, part-time employee (working between 20 and 30 hours a week for at least 12 months). If you do not have regular work hours, you will be an Eligible Employee if you have worked at least an average of 30 hours per week during the preceding 12 calendar months (or during your period of employment if less than 12 months)

Full time means Active Work of at least 30 hours per week on the Policyholder's regular work schedule for the eligible class of employees to which You belong. If You do not have regular work hours, Full-Time means you have worked at least an average of 30 hours per week during the preceding 12 calendar months or during Your period of employment if less than 12 months. - Part-Time means Active Work of at least 20 hours per week, but not more than 30 hours per week, on the Policyholder's regular work schedule for the eligible class of employees to which You belong.

The term "Eligible Employee" does not include a person who is:

- A non-resident alien who has no U.S. source income (as defined in the U.S. tax code);
- Covered by a collective bargaining agreement that does not provide for participation in the Plan;
- Classified as a temporary, part time casual or seasonal employee;
- A person who provides services to the Employer under an agreement with a leasing organization; or
- Classified by the Employer as an independent contractor or consultant, regardless of whether you are subsequently re-classified as an employee by a court or governmental agency for any

reason.

"*Employee Life Benefits*" mean the Life Benefits which are available to an Eligible Employee under the Plan.

"*Employer*" means the Company or its participating subsidiaries and affiliated companies.

You may request, in writing from the Corporate Benefits Department, information as to whether a particular subsidiary or affiliated company (or a location thereof) participates in the Plan, and if so, the address of that subsidiary or affiliated company or location.

"*Evidence of Insurability (EOI)*" is a statement providing a person's medical history. The Claims Administrator will use this statement to determine insurability under the Plan.

"*Hospitalized*" means that your Dependent has received:

1. inpatient care in a hospital; or
2. care in:
 - a. a hospice facility; or
 - b. an intermediate facility; or
 - c. a long term care facility; or
3. chemotherapy; or
4. radiation therapy; or
5. dialysis treatment.

"*Normal Activities*" means that your Dependent:

1. is not confined in a hospital; or
2. is not confined at home under the care of a doctor for a sickness or injury; or
3. is not receiving and is not entitled to receive any disability income from any source due to any sickness or injury.

"*Plan*" means the BWXT Group Insurance Plan.

"*Supplemental Life Benefits*" mean the Life Benefits which are available to an Eligible Employee under the Plan and paid for by the Eligible Employee.

"*You*" and "*your*" mean the Eligible Employee who is a Covered Person for Employee Life Benefits. The terms "*you*" and "*your*" do not include a Dependent of the Eligible Employee.

Eligibility for Benefits

Employee Life Benefits Eligibility Date

If you were an Eligible Employee on July 1, 2010, that is your Employee Life Benefits Eligibility Date.

If you become an Eligible Employee after July 1, 2010, your Employee Life Benefits Eligibility Date is the date you become an Eligible Employee.

For full-time employees, your eligibility date is the first of the month following or coincident with the date you become eligible. For part-time employees, your eligibility date is the first of the month following or coincident with the completion of a one-year waiting period.

Dependent Life Benefits Eligibility Date

Your Dependent Life Benefits Eligibility Date is the later of your Employee Life Benefits Eligibility Date and the date you first acquire a Dependent.

Effective Dates of Employee Life Benefits

Enrollment

All eligible employees are automatically enrolled in the Basic Life Benefit. Your Basic Life Benefit is effective the first of the month following the date you become eligible.

You must apply for Supplemental Life Benefits under the Plan through the BWXT Enrollment website at ww.bwxt.com/enrollment or you can call the BWXT Enrollment Center toll free at 1-844-708-1088.

In addition, the Company conducts annual enrollment each year for the following Plan year.

If You Enroll Timely

A timely enrollment is one that occurs on or prior to the date one month after your Employee Life Benefits Eligibility Date. If you are not Actively at Work as an Eligible Employee on your Employee Life Benefits Eligibility Date, an enrollment will be timely if it occurs on or prior to the date one month after the date you return to Active Work as an Eligible Employee.

If you enroll timely for Supplemental Life Benefits, your Supplemental Life Benefits will become effective on the first date of the month coincident with, or next following, your Employee Life Benefits Eligibility Date, provided you are Actively at Work on that date, otherwise on the date you return to Active Work as an Eligible Employee.

If You Enroll Late

If your enrollment is not a timely enrollment, it is a late enrollment.

If your enrollment for Supplemental Life Benefits is a late enrollment, Evidence of Insurability (EOI) must be given to the Claims Administrator.

Evidence of Insurability (EOI) — For Late Enrollments

The Evidence of Insurability (EOI) is to be given at your expense.

Your Supplemental Life Benefits will become effective on the date such Evidence of Insurability (EOI) is accepted by the Claims Administrator as satisfactory, subject to the Active Work Requirement. However, if you enroll for Supplemental Life Benefits during the Company's annual enrollment period, and it is a late enrollment, your Supplemental Life Benefits will become effective on the later of:

1. the date the Claims Administrator approves your Evidence of Insurability (EOI); or
2. the January 1 following the annual enrollment period,

subject to the Active Work Requirement.

If your Evidence of Insurability (EOI) is not accepted by the Claims Administrator as satisfactory, you will not be covered for any Supplemental Life Benefits.

Active Work Requirement

You must be Actively at Work as an Eligible Employee in order for your Employee Life Benefits to become effective. If you are not Actively at Work as an Eligible Employee on the date when your Employee Life Benefits would otherwise become effective, your Employee Life Benefits will become effective on the date of your return to Active Work as an Eligible Employee.

Reinstatement of Benefits

If your Supplemental Life Benefits end due to termination of employment or loss of eligibility for other than leave of absence, you may become covered again subject to the following:

1. If your Supplemental Life Benefits end due to your termination of employment, and you become an Eligible Employee again within 31 days and within the same calendar year following the date your employment ends, you will not be required to reenroll for coverage or provide Evidence of Insurability (EOI). Your coverage will take effect on the later of the date you again become an Eligible Employee or the date you meet the Active Employee requirements.
2. If your Supplemental Life Benefits end due to your termination of employment, and you become an Eligible Employee again after 31 days, but within the same calendar year, following the date your employment ends, you will be subject to the requirements for new enrollment described in this Summary Plan Description. However, if your enrollment is timely and you do not elect Supplemental Life Benefits greater than \$300,000, and thus are not required to provide Evidence of Insurability (EOI), your coverage will take effect on the later of the date you again become an Eligible Employee or the date you meet the Active Employee requirements.
3. If your Supplemental Life Benefits end due to your termination of employment, and you become an Eligible Employee again in any subsequent year following the date your employment ends, you will be subject to the requirements for new enrollment described in this Summary Plan Description.
4. In all other cases, if your Supplemental Life Benefits end because you fail to make the required contribution toward their cost, you will be required to reenroll in order to become covered again. Such a reenrollment will be treated as if it were a late enrollment in order to determine the requirement to provide Evidence of Insurability (EOI) and the effective date of your Supplemental Life Benefits.

Effective Dates of Dependent Life Benefits

Enrollment

You must apply for Dependent Life Benefits under the Plan through the BWXT Enrollment Center. In order to enroll for Dependent Life Benefits, You must either (a) already be enrolled for Supplemental life insurance or (b) enroll at the same time for life insurance for you. You may apply by using the **Enrollment** feature on BWXT Enrollment website at www.bwxt.com/enrollment or you can call the BWXT Enrollment Center toll free at 1-844-708-1088.

In addition, the Company conducts annual enrollment each year for the following Plan year.

If You Enroll Timely

For full-time employees, timely enrollment is the first of the month following the date you become eligible. For part-time employees, your timely enrollment is the first of the month following the completion of a one-year waiting period.

If you are not Actively at Work as an Eligible Employee on your Dependent Life Benefits Eligibility Date, an enrollment will be timely if it occurs on or prior to the date one month after the date you return to Active Work as an Eligible Employee.

For Dependents You Have When You Become Eligible for Dependent Life Benefits

If You complete the enrollment process for Dependent Life Insurance before the date You become eligible, such insurance will take effect for each enrolled Dependent on the date You become eligible, provided You are Actively at Work on that date and the Dependent satisfies the Additional Requirements stated below.

For Dependents You Obtain After You Become Eligible for Dependent Life Benefits

If you obtain a dependent after You become eligible for Dependent Insurance, You may enroll the Dependent for such insurance within 31 days after the date such person qualifies as a Dependent under the Dependent Life Insurance Benefits. The Dependent must give evidence of insurability if required to do so under the section entitled Evidence of Insurability.

Additional Requirements

If, on the date you would have become covered under the Plan for Dependent Life Benefits, a Dependent:

1. is not then able to perform Normal Activities;

Dependent coverage will not begin until the Dependent is:

1. no longer confined at home under a Physician's care; or
2. receiving or applying to receive disability benefits from any source; or
3. Hospitalized.

If You Enroll Late

If an enrollment is not a timely enrollment, it is a late enrollment.

If your enrollment for Dependent Life Benefits is a late enrollment, Evidence of Insurability (EOI) of each of your Dependents must be given to the Claims Administrator.

Evidence of Insurability (EOI)

The Evidence of Insurability (EOI) is to be given at your expense. Your Dependent Life Benefits will become effective for each such Dependent for whom Evidence of Insurability (EOI) must be given to the Claims Administrator on the later of:

1. the date the Evidence of Insurability (EOI) of such Dependent is accepted by the Claims Administrator as satisfactory; and
2. the effective date of your Employee Life Benefits.

However, if you enroll for Dependent Life Benefits during the Company's annual enrollment period and it is a late enrollment, the Dependent Life Benefits will become effective on the later of:

1. the date the Claims Administrator approves the Evidence of Insurability (EOI) of your Dependent;
2. the effective date of your Employee Life Benefits; or
3. the January 1 following the annual enrollment period.

If the Evidence of Insurability (EOI) of any person is not accepted by the Claims Administrator as satisfactory, such person:

1. will be deemed not to be a Dependent for the purpose of Dependent Life Benefits; and
2. will not be covered for Dependent Life Benefits.

Reinstatement of Benefits

If your Dependent Life Benefits end for certain reasons, you may reinstate the same Dependent Life Benefits, for the same Dependents who were covered when your Dependent Life Benefits ended ("Previously Covered Dependents"), as follows:

1. If your Dependent Life Benefits end due to your termination of employment, and you become an Eligible Employee again within 31 days, and within the same calendar year, following the date your employment ends, you will not be required to reenroll for coverage of your Previously Covered Dependents or provide Evidence of Insurability (EOI) for your Previously Covered Dependents. Your Dependent Life Benefits will take effect on the date your Employee Life Benefits become effective again.
2. If your Dependent Life Benefits end due to your termination of employment, and you become an Eligible Employee again after 31 days, but within the same calendar year, following the date your employment ends, reenrollment of your Previously Covered Dependents will be subject to the new enrollment provisions for Dependent Life Benefits described in this Summary Plan Description. However, if enrollment of your Previously Covered Dependents is timely, and such enrollment provisions do not require Evidence of Insurability (EOI), your Dependent Life Benefits related to your Previously Covered Dependents will take effect on the date your Employee Life Benefits become effective again.
3. If your Dependent Life Benefits end due to your termination of employment, and you become an Eligible Employee again within any subsequent year following the date your employment ends, reenrollment of your Previously Covered Dependents will be subject to the new enrollment provisions for Dependent Life Benefits described in this Summary Plan Description.
4. In all other cases, if your Dependent Life Benefits end because you fail to make the required contribution toward their cost, you will be required to reenroll your Previously Covered Dependents in order to reinstate coverage. Such a reenrollment will be treated as if it were a late enrollment in order to determine the Evidence of Insurability (EOI) requirement and the effective date of your Dependent Life Benefits.

New Dependents

If someone becomes your Dependent while you are covered for Dependent Life Benefits (for example, you

acquire a spouse through marriage or a child by birth or adoption), you will be required to enroll your new Dependent in order to obtain Dependent Life Benefits related to that person.

Employee Life Benefits

Coverage

If you die while you are covered for Employee Life Benefits, the Plan will pay to the Beneficiary the amount of Employee Life Benefits that is in effect on your life on the date of your death.

Optional Types of Payment

If the amount of proceeds payable to your Beneficiary is \$5,000 or more, a "Total Control Account" may be established in your Beneficiary's name once the claim for benefits is approved. If this option is chosen, your Beneficiary will receive a personalized "checkbook" and a kit that includes a customer agreement and gives additional information regarding the Total Control Account. Your Beneficiary can generally access all or part of the benefit proceeds (subject to certain restrictions) at any time by writing a "check" off the Total Control Account.

Additional details on this payment option and any other available payment options may be obtained from the Employer.

Accelerated Benefit Option (ABO)

Employees covered by the Employee Life Benefits and diagnosed with a life expectancy of less than 12 months may apply, while still living, to receive a portion of their benefit under the Basic Life Benefits and/or the Supplemental Life Benefits. For Basic Life, the ABO may not exceed 80% of your Basic Life benefit. For Supplemental Life, the ABO may not exceed 80% of your Supplemental Life Benefit, subject to a maximum of \$500,000. A physician's certification is required and is subject to review and concurrence by MetLife. The subsequent death benefit will be reduced by the amount of the accelerated benefit payment. If you elect to receive an accelerated benefit, you must continue to pay premiums under the Supplemental Life Benefits.

Accelerated benefits may be taxable. Before applying for this benefit, you should consult with a personal tax advisor.

Dependent Life Benefits

Coverage

If a Dependent dies while Dependent Life Benefits are in effect for that Dependent, the Plan will pay the amount of Dependent Life Benefits that is in effect for that Dependent on the date of that Dependent's death.

Payment of Benefits

The Dependent Life Benefits will be paid to you if you survive the Dependent. If You and any Dependent die within a 24 hour period, we will pay the Dependent's Life Insurance to the Beneficiary (ies) receiving payment of your Life Insurance or we may pay Your estate.

In any other instance the Dependent Life Benefits will be paid to the Dependent's estate; or the Plan may instead pay all or part of the Dependent Life Benefits to one or more of the following persons who are related

to that Dependent and who survive that Dependent:

- a. spouse
- b. child(ren)
- c. parent(s)
- d. siblings(s)
- e. estate.

Any payment will discharge the Plan's liability for the amount so paid.

Optional Types of Payment

If the amount of proceeds payable to you is \$5,000 or more, a "Total Control Account" may be established in your name once your claim for benefits is approved. If you choose this option, you will receive a personalized "checkbook" and a kit that includes a customer agreement and gives you additional information regarding your Total Control Account. You can generally access all or part of your benefit proceeds (subject to certain restrictions) at any time by writing one of your "checks" off the Total Control Account.

Additional details on this payment option and any other available payment options may be obtained from the Employer.

Accelerated Benefit Option

Spouse's covered by the Dependent Life Benefits and diagnosed with a life expectancy of less than 12 months may apply, while still living, to receive a portion of their benefit under the Dependent Life Benefits. This benefit cannot exceed 80% the Spouse's Dependent Life Benefits to a maximum of \$80,000. A physician's certification is required and is subject to review and concurrence by MetLife. The subsequent death benefit will be reduced by the amount of the accelerated benefit payment. If you elect to receive an accelerated benefit, you must continue to pay premiums under the Dependent Life Benefits.

Accelerated benefits may be taxable. Before applying for this benefit, you should consult with a personal tax advisor.

Suicide

Dependent Life Benefits will not be paid if a Dependent commits suicide, while sane or insane, within 2 years after the Dependent Life Benefits effective date for that Dependent. Instead the Plan will pay an amount equal to any contributions paid.

If a Dependent commits suicide, while sane or insane, more than 2 years after the Dependent Life Benefits effective date for that Dependent, but within 2 years after the effective date of any increase in the amount of Dependent Life Benefits, such increased amount will not be paid. Instead the Plan will pay:

- a. an amount equal to all contributions paid for the increased amount, without interest, plus
- b. an amount equal to the amount of Dependent Life Benefits that was in effect on the day before the effective date of such increased amount.

Beneficiary

Your Beneficiary

The "Beneficiary" is the person(s) or entity(ies) you choose to receive any Life Benefits payable because of your death. A Beneficiary may be an individual, an institution, a trustee or your estate.

To update or choose your Beneficiary(ies), you must log into the BWXT Enrollment website at www.bwxt.com/enrollment or call the BWXT Enrollment Center at 1-844-708-1088.. The designation is effective the date your properly completed Beneficiary Designation Form is received in HR.

You may change the Beneficiary at any time by updating your beneficiary in the BWXT enrollment center. You do not need the consent of the Beneficiary to make a change. The change will take effect as of the date you update it on the website. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by the Plan prior to the date the Beneficiary Designation Form was updated in the BWXT enrollment center.

More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

Death of a Beneficiary

A person's rights as a Beneficiary end if:

1. that person dies before your death occurs; or
2. that person dies at the same time your death occurs; or
3. that person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

No Beneficiary at Your Death

If there is no Beneficiary at your death for any amount of Life Benefits payable because of your death, we may determine the Beneficiary to be one or more of the following who survive you: :

1. spouse;
2. child(ren);
3. parent(s);
4. sibling(s);

Instead of making payment to any of the above, we may pay Your estate. Any payment made in good faith will discharge the Plan's liability for the amount so paid.

Other Services

Enrolled employees and their dependents may have access to financial services and bereavement services through MetLife. For additional information, please contact the BWXT Enrollment Center at 1-844-708-1088.

When Benefits End

Your Life Benefits will end on the earliest of the following dates:

1. the date the Plan or the Life Benefits under the Plan terminate; or
2. the last day of the month in which you terminate employment or otherwise cease to be an Eligible Employee (except for retirement); or
3. the date you retire; or
4. the date you transfer to an affiliated company which does not participate in the Plan; or
5. the date your employer ceases to be a participating Employer in the Plan; or
6. the last day of the last period for which you have timely made the required contributions toward the cost of your Life Benefits; or
7. with respect to Dependent Life Benefits, the date of your death; or
8. with respect to Dependent Life Benefits, the date that the Dependent ceases to be your Dependent; or
9. with respect to Dependent Life Benefits on account of your spouse, the date such spouse attains age 70; or
10. upon expiration of 6 months leave of absence.

The end of any type of Life Benefits will not affect a claim which is incurred before such Life Benefits ended.

Continuing Your Life Benefits

If Basic Life Benefits, Supplemental Life Benefits or Dependent Life Benefits end, you and/or your Dependent may be eligible to continue life insurance coverage outside the Plan by either converting coverage to an individual insurance policy or applying for portable coverage. You may contact the Claims Administrator to discuss options for continuing coverage outside the Plan, subject to the considerations below.

Right to Obtain a Personal Policy of Life Insurance Outside the Plan - Employee

The application to convert your Basic and/or Supplemental Life coverage to an individual insurance policy must be made in writing during the Application Period. The "*Application Period*" is the 31-day period after:

1. The date your Basic and/or Supplemental Life Benefits end because your employment ends or because you are no longer in a class which remains eligible for Basic and/or Supplemental Life Benefits; or
2. The date your Basic and/or Supplemental Life Benefits end because the Plan ends, but only if your Life Benefits under the Plan have been in effect for at least 5 years; or

3. The date the Plan is amended to end the Basic and/or Supplemental Life Benefits for your class, but only if your Basic and/or Supplemental Life Benefits under the Plan have been in effect for at least 5 years.

For New Hampshire residents. If you are not given notice, in writing, of the “Right To Obtain A Personal Policy Of Life Insurance On Your Own Life” at least 15 days before the end of the Application Period, you will have additional time in which to apply. You will then have 15 days from the date you are given the notice in which to apply.

If you die during the Application Period, a death benefit may be payable to your Beneficiary. Please contact the Claims Administrator for more details.

Right to Obtain a Personal Policy of Life Insurance Outside the Plan - Dependent

The application to convert Dependent Life Benefits coverage to an individual insurance policy must be made in writing during the Application Period. The “*Application Period*” is the 31-day period after the date the Dependent Life Benefits end because:

1. Your employment ends or you are no longer in a class which remains eligible for Dependent Life Benefits; or
2. The Plan ends, but only if the Dependent Life Benefits had been in effect under the Plan for at least 5 years; or
3. The Plan is changed to end the Dependent Life Benefits for your class, but only if the Dependent Life Benefits had been in effect under the Plan for at least 5 years; or
4. You die; or
5. The Dependent no longer qualifies as a Dependent, as defined herein.

For New Hampshire residents. If the Dependent is not given notice, in writing, of the “Right To Obtain A Personal Policy Of Life Insurance On The Life of A Dependent” at least 15 days before the end of the Application Period, that Dependent will have additional time in which to apply. The Dependent will then have 15 days from the date the Dependent is given the notice in which to apply.

If the Dependent dies during the Application Period, a death benefit may be payable. Please contact the Claims Administrator for more details.

Portability Rights Outside the Plan

You may be entitled to certain rights outside the Plan regarding portability of your coverage if your Supplemental Life Benefits or Dependent Life Benefits end because:

- Your employment ends; or
- You cease to be in a class that is eligible for Life Benefits;

provided you request portability of coverage during the Request Period specified below and certain other conditions are met.

Portability rights do not apply to Basic Life Benefits.

Your Dependent Spouse may be entitled to certain rights outside the Plan regarding portability of his or her coverage if his or her Dependent Life Benefits end because:

- You die; or

- Your marriage ends in divorce or annulment;

provided your Dependent Spouse requests portability of coverage during the Request Period specified below and certain other conditions are met.

The “*Request Period*” is:

- If written notice of portability rights is given within 15 days before or after the date your or your Dependent Spouse’s coverage ends, the Request Period begins on the date such coverage ends and expires 31 days after such date.
- If written notice of portability rights is given more than 15 days after but within 90 days of the date your or your Dependent Spouse’s coverage ends, the Request Period begins on the date such coverage ends and expires 45 days after the date of the notice.
- If written notice of portability rights is not given within 90 days after the date your or your Dependent Spouse’s coverage ends, the Request Period begins on the date such coverage ends and expires at the end of such 90 day period.

If you or your Dependent dies during the process of applying for portability of coverage or during the Request Period, a death benefit may be payable. Please contact the Claims Administrator for more details.

Employment Status Changes

Approved Leave of Absence

You may be entitled to continue your coverage during a leave of absence, depending on the type of leave you take. If you are entitled to continue your coverage during your leave of absence, coverage will be provided in accordance with the Employer's leave of absence policy. See above for portability options upon the expiration of the 6-month leave period. Contact your local Human Resources office for more information about your coverage during leaves of absence. In no event will Life Insurance benefits under the Plan continue beyond the 6 month anniversary of your leave of absence commencement date.

Continuation of Life Benefits During Family and Medical Leave (FMLA)

The Family and Medical Leave Act of 1993 ("*FMLA*") requires employers to provide up to a total of 12 weeks of unpaid, job-protected leave during any 12-month period to eligible employees for certain family and medical reasons. The National Defense Authorization Act of 2008 ("*NDAA*") amended the FMLA to require employers to provide up to 26 weeks of leave to employees to care for certain family members who sustained serious injury or illness while serving in the armed forces. Life Benefits will be administered as required for compliance with the FMLA and NDAA, and in accordance with procedures issued by the Plan Administrator for that purpose.

If you qualify for an FMLA leave, you may continue your Life Benefits by continuing to pay the required contributions while you are on leave. For more information, contact your local Human Resources office.

If You Take a Military Leave of Absence

If you are absent from employment due to service in the uniformed services ("*Military Service*") under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended ("*USERRA*"), you may be entitled to certain continuation of Life Benefits and reinstatement rights related to your absence. Life Benefits will be administered as required for compliance with USERRA and in accordance with procedures issued by the Plan Administrator for that purpose.

If you fail to give advance notice to the Employer of your Military Service as prescribed by USERRA (and your failure is unexcused), or you do not timely elect to continue paying for Life Benefits while absent due to Military Service, your Life Benefits end on the earlier to occur of the following:

- The first day of the month for which you fail to make the required contributions
- The date that you no longer meet the eligibility requirements.

Important Note: Your rights under USERRA with respect to the Plan will be lost if you:

- Are discharged from the uniformed services for "other than honorable" conditions; or
- Provide written notice to the Employer that you will not be returning to work.

Claims

Filing a Claim

If you or a covered Dependent dies, your local HR office should be contacted as soon as possible. You or your Beneficiary or an authorized representative on your behalf (each referred to in this "Filing a Claim" section as "you") must complete a Life Insurance Claim Form which can be obtained:

1. Under Forms on the BWXT Enrollment website at www.bwxt.com/enrollment;

2. By calling the calling the BWXT Enrollment Center toll free at 1-844-708-1088.
3. From your local Human Resources office.

The completed Claim Form must be submitted to your local HR office. You must also provide a copy of the death certificate the Claims Administrator within 90 days of the death. If it is not reasonably possible to provide proof within 90 days, you must provide it as soon as possible — but no later than one year after the death (unless legally incapable of doing so).

An HR representative will complete the Employer portion of the Claim Form and submit it to the Claims Administrator on your behalf for review and approval.

Claims Fiduciary

The Claims Administrator is the fiduciary who has full discretionary authority and responsibility for deciding claims under the Plan, including initial claim reviews and all claim appeals. Your claim will be treated as filed when it is submitted to, and received by, the Claims Administrator in accordance with the Plan's claims review and appeal procedures. The timeframe for the Claims Administrator to decide claims and provide related notices to you begins when your claim is filed.

Timeframe for Initial Benefit Determination

The Claims Administrator will make a determination on your claim within a reasonable period of time, but not later than 90 days after your claim was filed. However, under some special circumstances, the Claims Administrator may extend its decision on your claim by an additional 90 days where the Claims Administrator determines an extension is necessary for processing the claim. In such a case, written notice of the extension will be furnished to you prior to the end of the initial 90-day period, explaining the special circumstances which required the extension and the date by which the Claims Administrator expects to make the benefit determination.

If a Claim is Denied

If your claim is denied, you will receive a written notice from the Claims Administrator within the timeframe for initial benefit determination, above, explaining:

1. The specific reasons for the denial;
2. Reference to the specific Plan provision on which the denial is based;
3. The additional information or materials needed to support your claim and explanation of why such information is necessary;
4. What steps you can take to have your claim reevaluated under the Plan's appeal procedures and the related time limits; and
5. A description of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*") following the denial of an appeal

Appeal Procedure for Denied Claims

If the Claims Administrator denies your claim, you may appeal the decision. Upon your written request, the Claims Administrator will provide you, free of charge, with copies of documents, records, and other information ("*Appeal Documents*") relevant to your claim.

To appeal your claim, you must send a written request for appeal within 60 days after your claim is denied to the Claims Administrator at:

MetLife
Group Life Claims
PO Box 6100
Scranton, PA 18505-6100
Telephone: 1-800-638-6420

Appeals must be in writing and must include the following information:

1. Name of the Deceased
2. Your name
3. Name of the Plan
4. Reference to the initial decision
5. A description of appropriate issues, comments and reasons why you believe your claim should not have been denied.

Your request must set forth all facts and include all documents and other information you feel support your appeal. The review of your appeal will take into account any information you submit, even if not submitted or considered as part of the initial determination.

Notification of Decision on Appeal

Within a reasonable period of time, but not later than 60 days after the Claims Administrator receives your request for a review, you will receive a written notice of the Claims Administrator's final decision on appeal, unless the Claims Administrator determines that special circumstances require an extension of time for processing the review. In such a case, the extension will not be longer than 60 days from the end of the initial 60-day review period, and written notice of the extension will be furnished to you prior to the end of the initial 60-day period, explaining the special circumstances requiring the extension and the date by which the Claims Administrator expects to make its determination on review.

If your appeal is denied, the notice from the Claims Administrator will include:

1. The specific reasons for the denial;
2. Reference to the specific Plan provisions on which the determination is based;
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to or copies of all Appeal Documents relevant to the claim; and
4. A statement of your right to bring civil action under Section 502(a) of ERISA.

Decision on Appeal to be Final

The Claims Administrator makes the final determination on your claim and any appeal. The decision by the Claims Administrator on appeal will be final, binding and conclusive and will be afforded the maximum deference permitted by law. The Plan's claims review and appeal procedures for the Life Benefits must be exhausted before you will be entitled to bring a civil action to recover benefits.

Important Plan Information

The following information provides details about the way the Plan is administered. If you have questions about the Plan that are not answered in this Summary Plan Description, please contact your local HR office. The existence of benefits, benefit plans or this benefits information is not intended as an employment contract or a guarantee of future employment.

Plan Administration

The Plan Administrator has appointed the Claims Administrator as the claims fiduciary for adjudicating benefit claims under the Plan and for deciding any appeals of denied claims. In its capacity as claims fiduciary, the Claims Administrator has the right to carry out responsibilities and use maximum discretionary authority permitted by law. These rights and responsibilities include, but are not limited to, the following:

1. Interpret, construe and administer the Plan
2. Make determinations regarding participation, enrollment and eligibility for benefits under the Plan
3. Evaluate and determine the validity of benefit claims
4. Resolve any and all claims and disputes regarding the rights and entitlements of individuals to participate in the Plan and to receive benefits and payments pursuant to the Plan.

The decisions of the Claims Administrator regarding benefit claims and appeals are final and binding.

With respect to matters other than claims payment and administration, the Plan Administrator has the authority to control, administer and manage the operation of the Plan. Those rights and responsibilities include, but are not limited to, making and enforcing such rules, regulations, and procedures as it may deem necessary or proper for the orderly and efficient administration of the Plan.

Plan Documents

This Summary Plan Description provides a summary of the Life Benefits available to Eligible Employees. Full details of the Plan are contained in the official Plan documents and insurance contracts underlying the Plan. If a provision described in this Summary Plan Description differs from the provisions of the applicable Plan document and/or insurance contract, the Plan document and/or insurance contract prevails.

Copies of official Plan documents are available from the Plan Administrator. You may be asked to pay reasonable costs for copying the document.

Your ERISA Rights

As an Eligible Employee with Life Benefits under the Plan (also referred to as a “participant”), you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites and union halls, all documents governing the Plan, including insurance contracts and any 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.

2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and any collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
3. 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 those people responsible for the operation of the Plan. The people who operate the Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforcing Your Rights

If your claim for a 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 example, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, and you have exhausted the Plan's claims review and appeal procedures for the Life Benefit, you may file suit in a state or federal court. You may also file suit in a federal court if you disagree with the Plan's decision, or lack of a decision, concerning the qualified status of a domestic relations order. If a Plan fiduciary misuses 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 the 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:

Employee Benefits Security Administration
U.S. Department of Labor
(listed in your telephone directory)
or

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Ave., 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 (formerly known as the Pension and Welfare Benefits Administration) listed in your telephone directory.

The information provided to you in this Summary Plan Description describes eligibility, loss of eligibility, how a claim for Life Benefits must be submitted, and how to appeal any denial of a claim and other pertinent information, as required by ERISA. Technical information, including the Plan Sponsor, Plan number and Plan Administrator can be located in the following chart:

Plan Details	
Official Plan Name	BWXT Life Insurance Plan, a component plan under the BWXT Health & Welfare Benefits Plan
Plan Sponsor/ Plan Administrator	BWXT Investment Company 800 Main Street Lynchburg, VA 24504 1-434-522-3800
Claims Administrator/ Insurance Company	Metropolitan Life Insurance Company Oneida County Industrial Park PO Box 6100 Scranton, PA 18505-6100 1-800-638-6420
Type of Administration	This benefit is administered under contract with the Claims Administrator.
Employer Identification Number (EIN)	72-1172705
Plan ID Number	503
Plan Type	Welfare benefit plan that provides employee and dependent life insurance benefits
Plan Year	January 1 through December 31
Plan Funding	This benefit is fully insured with premiums paid solely by employee contributions.
Agent for Service of Legal Process	CT Corporation Systems 150 Fayetteville St, Box 1011 Raleigh, NC 27601 Service of legal process may also be made on the Plan Administrator.

This Summary Plan Description contains general information about the Life Benefits available to Eligible Employees under the Plan. Full details of the Plan are contained in the official Plan documents and/or insurance contracts. If a provision described in this Summary Plan Description differs from the provisions of the applicable Plan document and/or insurance contract, the Plan document and/or insurance contract prevails.

This description of the Plan is not intended as an employment contract or a guarantee of current or future employment. **The Plan Sponsor reserves the right to modify, amend, suspend or terminate the Plan or the Life Benefits at any time.**

If you need to correspond with the federal government about the BWXT Life Insurance Plan (“the Life Insurance Plan”), you should include in the correspondence the BWXT Investment Company EIN and the plan number assigned to the Life Insurance Plan. The Life Insurance Plan is a component plan under the BWXT Health & Welfare Benefits Plan, plan number 503.