

**RR DONNELLEY**

**2008 Summary of  
Material Modification  
(SMM) for the  
R.R. Donnelley & Sons  
Company Group  
Benefits Plan**



This 2008 Summary of Material Modification (“SMM”) for the R.R. Donnelley & Sons Company Group Benefits Plan comes in four parts:

1. An SMM to advise you of changes common to the SPD for each Benefit Program provided under the R.R. Donnelley & Sons Company Group Benefits Plan.
2. A separate SMM for changes unique to the SPD for the Medical, Prescription Drug, Mental Health and Substance Abuse, and HMO Programs.
3. A separate SMM for changes unique to the SPD for the Dental Program.
4. A separate SMM for changes unique to the SPD for the Health Care Spending and Dependent Care Spending Account Programs.

You should place these SMMs in a convenient location for future reference. You can also go to [www.rrdspdexpress.com](http://www.rrdspdexpress.com) to access the SPD and SMMs.

Listed below are the changes common to the above-mentioned SPDs:

1. The following section replaces any section entitled “During a Leave of Absence” and “Uniformed Services Employment and Reemployment Rights Act of 1994” in each SPD (other than in the SPD for the Health Care Spending and Dependent Care Spending Account Programs and for the Disability Benefit Program) under the heading “Special Extensions of Coverage”:

### **During a Leave of Absence**

If you are granted a leave of absence pursuant to RR Donnelley’s Human Resources Core Policy 6-4, Leaves of Absence, or you are laid off pursuant to Human Resources Core Policy 6-8, Temporary Layoffs, you have the right to discontinue coverage when your unpaid leave begins. See the Qualified Status Changes SPD for additional information. This includes leaves:

- For your own personal disability;
- Covered by the Family and Medical Leave Act of 1993 (FMLA); and
- Covered under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

If you do not terminate your coverage (and the withholding of premiums from your pay) while you are on a leave of absence (excluding a military leave), RR Donnelley will advance on your behalf the required premiums until you are able to return to work, you separate from employment, or you are reclassified as benefits-ineligible, whichever is earliest. Your election to authorize your Participating Employer to reduce your future wages on a before-tax basis for your required premiums includes an authorization to withhold from your pay the amount of premiums advanced for

you by your Participating Employer during the time of your leave of absence (excluding military leave). Therefore, if your Participating Employer advances premiums for you, you will be deemed to have elected to participate in the Program for each calendar year beginning with the calendar year in which your leave of absence begins and ending in the calendar year in which your leave of absence ends. The advanced premiums will be recovered by taking one past deduction plus one current deduction, beginning with your first available pay upon your return to work or when you commence being paid. Deductions from your pay will continue until you repay your outstanding balance. If you separate employment from RR Donnelley with an outstanding balance due, the remaining balance will be recovered from your final pay as permitted by law.

### **Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”)**

If you go on a military leave of absence, your RR Donnelley benefit eligibility and active employment status will continue for up to 36 months, or at the completion of your military service (whichever is shorter). During this period, RR Donnelley will advance on your behalf the required premiums for coverage.

If you return to RR Donnelley as an active employee, you will not be required to repay the Company for premiums paid on your behalf while out on leave. As an active employee, you will begin to pay benefit premiums effective with your return to work date at the active employee rate for all benefits elected. Premiums will be based on your elections for the current plan year, and your eligibility is subject to meeting all regular enrollment requirements.

If you do not return to RR Donnelley within a 36-month period or at the completion of your military service (whichever is shorter), your employment and employee benefit eligibility will be terminated. You will not be required to repay the Company for premiums paid while out on military leave. However, you will have the opportunity to continue group health coverage under COBRA.

2. A new subsection is added to the section entitled “Administrative and Contact Information” in each SPD to read as follows:

#### **Administrative and Contact Information – Participating Employers**

As of January 1, 2008, the following employers participate in the Plan (“Participating Employers”):

- RR Donnelley & Sons Company
- R.R. Donnelley Receivables, Inc.
- Omega Studios-Southwest, Inc.
- Moore Wallace North America, Inc.

- The Nielsen Company
- Banta Corporation
- Banta Global Turnkey, LTD
- Banta Integrated Media-Cambridge, Inc.
- Von Hoffmann Holdings, Inc.
- Anthology, Inc.
- Von Hoffman Corporation
- Office Tiger, LLC
- Office Tiger Global Real Estate Services, Inc.

The Program described in this document applies to employees of Participating Employers. For employees of newly acquired participating subsidiaries and/or Participating Employers, the effective date for a benefit generally is that date on which benefits are extended. That date will be announced in each affected location.

If you have questions concerning your eligibility to participate in this Program, call the eligibility administrator listed under “Eligibility Administration” in the SPD.

This SMM includes a list of Participating Employers in the Plan as of January 1, 2008. A complete list of the Plan’s Participating Employers after this date may be obtained by you upon written request to the eligibility administrator.

Also, you may receive from the eligibility administrator, upon written request, information as to whether a particular employer is a Participating Employer and, if the employer is a Participating Employer, the Participating Employer’s address.

3. In each SPD (other than for the Health Care Spending and Dependent Care Spending Account Programs and the Disability Benefit Program), there is a clarification to Domestic Partner eligibility to revise the following two provisions:

**Domestic Partner** – Your same- or opposite-sex domestic partner includes any individual with whom you have been residing in the same residence for at least 12 months. Your domestic partner is generally eligible for all eligible dependent coverage offered under the Group Benefits Plan, if you are an eligible employee of Moore Wallace North America, Inc. or any of its participating subsidiaries and/or Participating Employers (“Moore Wallace”) or of Office Tiger, LLC, or Office Tiger Global Real Estate Services, Inc. (“Office Tiger”). If you enroll for domestic partner coverage and you subsequently move from Moore Wallace or Office Tiger or one of its participating subsidiaries and/or Participating Employers to RR Donnelley or any participating subsidiary and/or Participating Employer of RR Donnelley other than Moore Wallace or Office Tiger, your domestic partner is no longer eligible for coverage under the Program. Please see the “When Coverage Ends” section for additional information regarding loss of coverage.

**Your Eligible Dependents** – You also can enroll your eligible dependents. Your “eligible dependents” include the following (as each is defined in the “Glossary of Key Terms – Eligibility” section):

- Your spouse.
- If you are an eligible employee of Moore Wallace or Office Tiger:
  - Your same- or opposite-sex domestic partner;
  - Your domestic partner’s unmarried children under age 19; and
  - Your domestic partner’s unmarried children age 19 and up to age 23 who are full-time students enrolled in a recognized accredited school, college, or university.
- The following children who qualify as your dependents within the meaning of Section 152 of the Internal Revenue Code of 1986, as amended (the “Code”):
  - Your unmarried children under age 19; and
  - Your unmarried children age 19 and up to age 23 who are full-time students enrolled in a recognized accredited school, college, or university.

**2008 Summary of  
Material Modification  
(SMM) for the Medical,  
Prescription Drug,  
Mental Health and  
Substance Abuse, and  
HMO Programs under  
the R.R. Donnelley &  
Sons Company Group  
Benefits Plan**

The material that follows is a legally required notice of benefit plan changes effective January 1, 2008. It describes changes to the Program from the 2006 Summary Plan Description (SPD), as well as the 2007 Summary of Material Modification (SMM) to that SPD. To make sure you have the most up-to-date information, keep this document with your 2006 SPD and 2007 SMM.

## **Who Is Eligible – HMO Coverage Page 9**

If you enroll in the HMO Program, your eligibility, your spouse's eligibility, and your dependent's eligibility for coverage will be governed by the terms of the HMO Certificate of Coverage. Notwithstanding any terms or provisions to the contrary, the terms of this SPD will not apply to you, your spouse, or dependents to determine coverage under an HMO.

The HMO may require you to provide proof of a child's continuing disability in order to maintain coverage for such child after age 19 (or after age 23 if a full-time student). Failure to comply with the HMO's request will result in permanent loss of eligibility for such extended coverage.

If the HMO terminates coverage for you, your spouse, or your eligible dependent before coverage would otherwise end under the Group Health Program, the coverage will end under the HMO Program. In such case, you may be able to change your coverage options under the Group Health Program or have a COBRA election with the HMO or the Group Health Program for continuation of coverage. If you have any questions, please contact the eligibility administrator.

## **General Information – Key Features (CIGNA, UHC/Definity, and BCBS) Pages 26 – 28, 62 – 63, and 98 – 99**

There is a clarification to the "Key Features Charts" for the CIGNA, UHC/Definity and BCBS Group Health Program Medical Program options relative to preventive care services. Currently, for the Health Choice, Health Value, and In-Network Only coverage options, as well as the CIGNA Indemnity coverage option, preventive care services such as mammogram screenings and prostate exams are covered at 100% (a copay applies for the In-Network Only coverage options and a \$400 benefit limit applies for the CIGNA Indemnity coverage option). Currently, you must receive in-network care for preventive care services, except for the Indemnity option, otherwise the Program does not pay benefits.

The provisions for immunizations under all coverage options are being changed. Thus, effective January 1, 2008 (September 1, 2007 for flu immunizations) for all coverage options, the Program covers immunizations at 100% regardless of whether you receive in-network or out-of-network care. Please note that this expansion of benefit only applies to the flu shot or immunization. Therefore, if office visits or other services are

billed in addition to the flu shot or immunization, those services are processed according to the provider’s network status.

**General Information – Summary Charts (CIGNA, UHC/Definity, and BCBS)**

The “Summary Charts” for the various Medical Program options are replaced with the following.

**Health Choice Options (CIGNA, UHC/Definity, and BCBS)**

**Pages 32 – 34, 67 – 69, and 103 – 105**

Key Feature	In-Network	Out-of-Network*
<b>Annual Deductible</b> <ul style="list-style-type: none"> <li>• You Only</li> <li>• You + Spouse</li> <li>• You + Child(ren)</li> <li>• Family</li> </ul>	<b>You Pay</b>	
		\$2,000
		\$3,000
		\$3,000
		\$4,000
<b>Annual Out-of-Pocket Limit (includes deductible)</b> <ul style="list-style-type: none"> <li>• You Only</li> <li>• You + Spouse</li> <li>• You + Child(ren)</li> <li>• Family</li> </ul>	<b>You Pay</b>	
		\$4,500
		\$6,750
		\$6,750
		\$9,000
<b>Coinsurance</b>	<b>Program Pays</b>	<b>Program Pays</b>
• Physician Office Visits	80% after deductible is met	60% after deductible is met
• Independent X-Ray and Lab Facility**	80% after deductible is met	60% after deductible is met
• Routine Preventive Care (adults and children)	100% with no deductible	Not covered (immunizations are covered at 100% with no deductible requirement)
• Inpatient/Outpatient Hospital Facility Services	80% after deductible is met	60% after deductible is met
• Outpatient Surgery	80% after deductible is met	60% after deductible is met
• Inpatient/Outpatient Professional Services (for <b>non-emergency/urgent</b> services)	80% after deductible is met	60% after deductible is met
• Inpatient/Outpatient Professional Services (for <b>emergency/urgent</b> services)	80% after deductible is met	80% after deductible is met, if true emergency as determined by the claims administrator  60% after deductible is met, if not a true emergency as determined by the claims administrator

Key Feature	In-Network	Out-of-Network*
<b>Coinsurance (cont.)</b>	<b>Program Pays</b>	<b>Program Pays</b>
<ul style="list-style-type: none"> <li>Emergency/Urgent Care Facility (for <b>emergency/urgent</b> services)</li> </ul>	80% after deductible is met	80% after deductible is met, if true emergency as determined by the claims administrator  60% after deductible is met, if not a true emergency as determined by the claims administrator
<ul style="list-style-type: none"> <li>Outpatient Rehabilitation Services, Including Speech, Occupational, Physical, Pulmonary, and Cognitive Therapy (limited to 90 visits per calendar year, in- and out-of-network services combined)</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Outpatient Cardiac Rehabilitation Services Phases I and II (limited to 36 visits per calendar year, in- and out-of-network services combined)</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Chiropractic Therapy (limited to \$1,500 each calendar year, in- and out-of-network services combined)</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Inpatient Skilled Nursing/ Rehabilitation (subject to preauthorization of medical necessity), limited to 90 days per calendar year, in- and out-of-network services combined</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Home Health Care (subject to preauthorization of medical necessity), limited to 120 visits per year, in- and out-of-network services combined</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Durable Medical Equipment/ External Prosthetic Appliances</li> </ul>	80% after deductible is met	60% after deductible is met
<b>Mental Health and Substance Abuse***</b> <ul style="list-style-type: none"> <li>Inpatient (subject to preauthorization of medical necessity), a 90-day lifetime maximum applies for in- and out-of-network services combined</li> <li>Outpatient (subject to preauthorization of medical necessity), a 450-visit lifetime maximum applies for in-and out-of-network services combined</li> </ul>	80% after deductible is met (up to 30 days per year)  80% after deductible is met (up to 30 visits per year)	60% after deductible is met (up to 20 days per year)  60% after deductible is met (up to 20 visits per year)

Key Feature	In-Network	Out-of-Network*
<b>Mental Health and Substance Abuse*** (cont.)</b>		
Lifetime Maximum (includes benefits for mental health and substance abuse care, as well as benefits from the Prescription Drug Program)	\$5 million per individual	
Prior Authorization	Please see the "Preadmission Certification – CIGNA," "Prior Notification Requirements – UHC," and "Preadmission Certification and the MSA Program – BCBS" SPD sections for details.	
Prescription Drug Program	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Generic preventive medicine for hypertension and hyperlipidemia</li> </ul>	100%	
See "The Prescription Drug Program" SPD section for details.		

\*Charges above the maximum reimbursable charge are the member's responsibility. These amounts do not count toward the deductible or the out-of-pocket limit.

\*\*If laboratory work and/or X-rays are done in an independent facility, claims will be processed at the applicable coinsurance levels.

\*\*\*The Program limits care in an Intensive Outpatient Program (IOP) to two programs each year and four programs per lifetime.

**Health Value Options (CIGNA, UHC/Definity, and BCBS)**  
**Pages 34 – 36, 69 – 71, and 105 – 107**

Key Feature	In-Network	Out-of-Network*
<b>Annual Deductible</b>	<b>You Pay</b>	
<ul style="list-style-type: none"> <li>You Only</li> <li>You + Spouse</li> <li>You + Child(ren)</li> <li>Family</li> </ul>	<ul style="list-style-type: none"> <li>\$2,900</li> <li>\$4,350</li> <li>\$4,350</li> <li>\$5,800</li> </ul>	
<b>Annual Out-of-Pocket Limit (includes deductible)</b>	<b>You Pay</b>	
<ul style="list-style-type: none"> <li>You Only</li> <li>You + Spouse</li> <li>You + Child(ren)</li> <li>Family</li> </ul>	<ul style="list-style-type: none"> <li>\$5,000</li> <li>\$7,750</li> <li>\$7,750</li> <li>\$10,500</li> </ul>	
<b>Coinsurance</b>	<b>Program Pays</b>	<b>Program Pays</b>
<ul style="list-style-type: none"> <li>Physician Office Visits</li> <li>Independent X-Ray and Lab Facility**</li> <li>Routine Preventive Care (adults and children)</li> </ul>	<ul style="list-style-type: none"> <li>80% after deductible is met</li> <li>80% after deductible is met</li> <li>100% with no deductible</li> </ul>	<ul style="list-style-type: none"> <li>60% after deductible is met</li> <li>60% after deductible is met</li> <li>Not covered (immunizations are covered at 100% with no deductible requirement)</li> </ul>

Key Feature	In-Network	Out-of-Network*
<b>Coinsurance (cont.)</b>	<b>Program Pays</b>	<b>Program Pays</b>
<ul style="list-style-type: none"> <li>Inpatient/Outpatient Hospital Facility Services</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Outpatient Surgery</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Inpatient/Outpatient Professional Services (for <b>non-emergency/urgent</b> services)</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Inpatient/Outpatient Professional Services (for <b>emergency/urgent</b> services)</li> </ul>	80% after deductible is met	80% after deductible is met, if true emergency as determined by the claims administrator  60% after deductible is met, if not a true emergency as determined by the claims administrator
<ul style="list-style-type: none"> <li>Emergency/Urgent Care Facility (for <b>emergency/urgent</b> services)</li> </ul>	80% after deductible is met	80% after deductible is met, if true emergency as determined by the claims administrator  60% after deductible is met, if not a true emergency as determined by the claims administrator
<ul style="list-style-type: none"> <li>Outpatient Rehabilitation Services, Including Speech, Occupational, Physical, Pulmonary, and Cognitive Therapy (limited to 90 visits per calendar year, in- and out-of-network services combined)</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Outpatient Cardiac Rehabilitation Services Phases I and II (limited to 36 visits per calendar year, in- and out-of-network services combined)</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Chiropractic Therapy (limited to \$1,500 each calendar year, in- and out-of-network services combined)</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Inpatient Skilled Nursing/Rehabilitation (subject to preauthorization of medical necessity), limited to 90 days per calendar year, in- and out-of-network services combined</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Home Health Care (subject to preauthorization of medical necessity), limited to 120 visits per year, in- and out-of-network services combined</li> </ul>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Durable Medical Equipment/External Prosthetic Appliances</li> </ul>	80% after deductible is met	60% after deductible is met

Key Feature	In-Network	Out-of-Network*
<b>Mental Health and Substance Abuse***</b>		
<ul style="list-style-type: none"> <li>Inpatient (subject to preauthorization of medical necessity), a 90-day lifetime maximum applies for in- and out-of-network services combined</li> </ul>	80% after deductible is met (up to 30 days per year)	60% after deductible is met (up to 20 days per year)
<ul style="list-style-type: none"> <li>Outpatient (subject to preauthorization of medical necessity), a 450-visit lifetime maximum applies for in- and out-of-network services combined</li> </ul>	80% after deductible is met (up to 30 visits per year)	60% after deductible is met (up to 20 visits per year)
<b>Lifetime Maximum (includes benefits for mental health and substance abuse care, as well as benefits from the Prescription Drug Program)</b>	\$5 million per individual	
<b>Prior Authorization</b>	Please see the "Preadmission Certification – CIGNA," "Prior Notification Requirements – UHC," and "Preadmission Certification and the MSA Program – BCBS" SPD sections for details.	
<b>Prescription Drug Program</b>	80% after deductible is met	60% after deductible is met
<ul style="list-style-type: none"> <li>Generic preventive medicine for hypertension and hyperlipidemia</li> </ul>	100%	
	See "The Prescription Drug Program" SPD section for details.	

\*Charges above the maximum reimbursable charge are the member's responsibility. These amounts do not count toward the deductible or the out-of-pocket limit.

\*\*If laboratory work and/or X-rays are done in an independent facility, claims will be processed at the applicable coinsurance levels.

\*\*\*The Program limits care in an Intensive Outpatient Program (IOP) to two programs each year and four programs per lifetime.

### ***In-Network Only Options (CIGNA, UHC/Definity, and BCBS)***

***Pages 36 – 38, 71 – 73, and 107 – 109***

Key Feature	In-Network
<b>Annual Deductible</b>	<b>You Pay</b>
<ul style="list-style-type: none"> <li>You Only</li> <li>You + Spouse</li> <li>You + Child(ren)</li> <li>Family</li> </ul>	None
<b>Copayments</b>	<b>You Pay</b>
<ul style="list-style-type: none"> <li>PCP Copayment</li> </ul>	\$30
<ul style="list-style-type: none"> <li>Preventive Care Copayment</li> </ul>	\$30
<ul style="list-style-type: none"> <li>Emergency/Urgent Care Facility Copayment</li> </ul>	\$100, waived if admitted; \$200 if not a true emergency
<ul style="list-style-type: none"> <li>Inpatient Hospital Copayment</li> </ul>	\$150 per admission
<ul style="list-style-type: none"> <li>Outpatient Surgery Copayment</li> </ul>	\$50

Key Feature	In-Network
<ul style="list-style-type: none"> <li>Outpatient Rehabilitation Services Copayment</li> </ul>	\$45 per therapy session per day
<ul style="list-style-type: none"> <li>Specialist Copayment (a PCP referral is not required)</li> </ul>	\$45
<b>Annual Out-of-Pocket Limit</b>	<b>You Pay</b>
<ul style="list-style-type: none"> <li>You Only</li> </ul>	\$1,000
<ul style="list-style-type: none"> <li>You + Spouse</li> </ul>	\$2,000
<ul style="list-style-type: none"> <li>You + Child(ren)</li> </ul>	\$2,000
<ul style="list-style-type: none"> <li>Family</li> </ul>	\$2,000
<b>Annual Out-of-Pocket Limit (Prescription Drug)*</b>	<b>You Pay</b>
<ul style="list-style-type: none"> <li>You Only</li> </ul>	\$2,500
<ul style="list-style-type: none"> <li>You + Spouse</li> </ul>	\$4,500
<ul style="list-style-type: none"> <li>You + Child(ren)</li> </ul>	\$4,500
<ul style="list-style-type: none"> <li>Family</li> </ul>	\$4,500
<b>Coinsurance</b>	<b>Program Pays</b>
<ul style="list-style-type: none"> <li>Physician Office Visits</li> </ul>	100% after \$30 PCP copayment or \$45 specialist copayment
<ul style="list-style-type: none"> <li>Independent X-Ray and Lab Facility</li> </ul>	100%
<ul style="list-style-type: none"> <li>Routine Preventive Care (adults and children)</li> </ul>	100% after \$30 PCP copayment or \$45 specialist copayment
<ul style="list-style-type: none"> <li>Inpatient Hospital Facility Services</li> </ul>	100% after \$150 inpatient hospital copayment per admission
<ul style="list-style-type: none"> <li>Outpatient Surgery</li> </ul>	100% after \$50 outpatient surgery copayment
<ul style="list-style-type: none"> <li>Inpatient/Outpatient Professional Services (for <b>non-emergency/urgent</b> services)</li> </ul>	100%
<ul style="list-style-type: none"> <li>Inpatient/Outpatient Professional Services (for <b>emergency/urgent</b> services)</li> </ul>	100%
<ul style="list-style-type: none"> <li>Emergency/Urgent Care Facility (for <b>emergency/urgent</b> services)</li> </ul>	100% after \$100 copayment (copayment is waived if admitted)
<ul style="list-style-type: none"> <li>Outpatient Rehabilitation Services, Including Speech, Occupational, Physical, Pulmonary, and Cognitive Therapy (limited to 90 days per calendar year)</li> </ul>	100% after \$45 per therapy session copayment
<ul style="list-style-type: none"> <li>Outpatient Cardiac Rehabilitation Therapy Phases I and II (limited to 36 visits per calendar year)</li> </ul>	100% after \$45 per therapy session copayment
<ul style="list-style-type: none"> <li>Chiropractic Therapy (limited to \$1,500 each calendar year)</li> </ul>	100% after \$45 copayment
<ul style="list-style-type: none"> <li>Inpatient Skilled Nursing/Rehabilitation (subject to preauthorization of medical necessity), limited to 90 days per calendar year</li> </ul>	100% after \$100 inpatient skilled nursing/rehabilitation copayment
<ul style="list-style-type: none"> <li>Home Health Care (subject to preauthorization of medical necessity), limited to 120 visits per year</li> </ul>	100%

<b>Key Feature</b>	<b>In-Network</b>			
<b>Coinsurance (cont.)</b>	<b>Program Pays</b>			
• Durable Medical Equipment/External Prosthetic Appliances	100%			
<b>Mental Health and Substance Abuse**</b>				
• Inpatient (a 90-day lifetime maximum applies)	80% (up to 30 days per year)			
• Outpatient (a 450-visit lifetime maximum applies)	80% (up to 30 visits per year)			
<b>Lifetime Maximum (includes benefits for mental health and substance abuse care, as well as benefits from the Prescription Drug Program)</b>	\$5 million per individual			
<b>Prior Authorization</b>	Please see the "Preadmission Certification – CIGNA," "Prior Notification Requirements – UHC," and "Preadmission Certification and the MSA Program – BCBS" SPD sections for details.			
	<b>In-Network</b>			
<b>Prescription Drug Program</b>	<b>Retail</b>		<b>Mail Order</b>	
	<b>You Pay</b>	<b>Program Pays</b>	<b>You Pay</b>	<b>Program Pays</b>
• Generic	10% (\$10 minimum)	90%	10% (\$30 minimum)	90%
• Brand Formulary	30% (\$10 minimum)	70%	30% (\$30 minimum)	70%
• Brand Non-Formulary	40% (\$10 minimum)	60%	40% (\$30 minimum)	60%
• Generic preventive medicine for hypertension and hyperlipidemia	100%			
• Supply Limits	30-day supply		90-day supply	
	See "The Prescription Drug Program" SPD section for details.			

\*The prescription drug out-of-pocket maximum is separate from the medical out-of-pocket maximum.

\*\*The Program limits care in an Intensive Outpatient Program (IOP) to two programs each year and four programs per lifetime.

## Indemnity Option (CIGNA)

### Pages 38 – 39

Key Feature	
<b>Annual Deductible</b>	<b>You Pay</b>
• Individual	\$1,000
• Family	\$2,000
<b>Annual Out-of-Pocket Limit (includes deductible)</b>	<b>You Pay</b>
• Individual	\$3,000
• Family	\$6,000
<b>Annual Out-of-Pocket Limit (Prescription Drug)*</b>	<b>You Pay</b>
• You Only	\$2,500
• You + Spouse	\$4,500
• You + Child(ren)	\$4,500
• Family	\$4,500
<b>Coinsurance</b>	<b>Program Pays**</b>
• Physician Office Visits	80% after deductible is met
• Independent X-Ray and Lab Facility***	80% after deductible is met
• Routine Preventive Care (adults and children)	100%, up to \$400 per covered individual per calendar year
• Inpatient Hospital Facility Services	80% after deductible is met
• Outpatient Surgery	80% after deductible is met
• Inpatient/Outpatient Professional Services (for <b>non-emergency/urgent</b> services)	80% after deductible is met
• Inpatient/Outpatient Professional Services (for <b>emergency/urgent</b> services)	80% after deductible is met
• Emergency/Urgent Care Facility (for <b>emergency/urgent</b> services)	80% after deductible is met
• Outpatient Rehabilitation Services, Including Speech, Occupational, Physical, Pulmonary, and Cognitive Therapy (limited to 90 days per calendar year)	80% after deductible is met
• Outpatient Cardiac Rehabilitation Therapy Phases I and II (limited to 36 visits per calendar year)	80% after deductible is met
• Chiropractic Therapy (limited to \$1,500 each calendar year)	80% after deductible is met
• Inpatient Skilled Nursing/Rehabilitation (subject to preauthorization of medical necessity), limited to 90 days per calendar year	80% after deductible is met

<b>Key Feature</b>				
<b>Coinsurance (cont.)</b>	<b>Program Pays</b>			
<ul style="list-style-type: none"> <li>Home Health Care (subject to preauthorization of medical necessity), limited to 120 visits per year</li> </ul>	80% after deductible is met			
<ul style="list-style-type: none"> <li>Durable Medical Equipment/External Prosthetic Appliances</li> </ul>	80% after deductible is met			
<b>Mental Health and Substance Abuse****</b>				
<ul style="list-style-type: none"> <li>Inpatient (a 90-day lifetime maximum applies)</li> <li>Outpatient (a 450-visit lifetime maximum applies)</li> </ul>	80% after deductible is met (up to 30 days per year) 80% after deductible is met (up to 30 visits per year)			
<b>Lifetime Maximum (includes benefits for mental health and substance abuse care, as well as benefits from the Prescription Drug Program)</b>	\$5 million per individual			
<b>Prior Authorization</b>	Please see the "Preadmission Certification – CIGNA" SPD section for details.			
<b>Prescription Drug Program</b>	<b>Retail</b>		<b>Mail Order</b>	
	<b>You Pay</b>	<b>Program Pays</b>	<b>You Pay</b>	<b>Program Pays</b>
<ul style="list-style-type: none"> <li>Generic</li> </ul>	10% (\$10 minimum)	90%	10% (\$30 minimum)	90%
<ul style="list-style-type: none"> <li>Brand Formulary</li> </ul>	30% (\$10 minimum)	70%	30% (\$30 minimum)	70%
<ul style="list-style-type: none"> <li>Brand Non-Formulary</li> </ul>	40% (\$10 minimum)	60%	40% (\$30 minimum)	60%
<ul style="list-style-type: none"> <li>Generic preventive medicine for hypertension and hyperlipidemia</li> </ul>	100%			
<ul style="list-style-type: none"> <li>Supply Limits</li> </ul>	30-day supply		90-day supply	
	See "The Prescription Drug Program" SPD section for details.			

\*The prescription drug out-of-pocket maximum is separate from the medical out-of-pocket maximum.

\*\*Charges above the maximum reimbursable charge are the member's responsibility. These amounts do not count toward the deductible or the out-of-pocket limit.

\*\*\*If laboratory work and/or X-rays are done in an independent facility, claims will be processed at the applicable coinsurance levels.

\*\*\*\*The Program limits care in an Intensive Outpatient Program (IOP) to two programs each year and four programs per lifetime.

## What Is Covered (CIGNA, UHC/Definity, and BCBS)

### Pages 43, 78, and 123

**Preventive Care** — There is a clarification to the description of preventive care services for the CIGNA, UHC/Definity, and BCBS Group Health Program Medical Program options.

For all coverage options, an exception applies for immunizations. The Program considers immunizations (including flu shots) to be preventive care services and pays the full level of benefit. This level of benefit applies regardless of whether you receive in-network or out-of-network care.

## What Is Not Covered (CIGNA, UHC/Definity, and BCBS)

### Pages 50, 84, and 127

The following exclusion applies:

- External nutrition, including infant formula available over the counter.

## Your Prescription Drug Coverage

### Pages 134 – 135

Coverage Option	The Prescription Drug Program	
	In-Network Program Pays	Out-of-Network Program Pays
Health Value Options (CIGNA, UHC/Definity, and BCBS)	80% after deductible*	60% after deductible*
<ul style="list-style-type: none"><li>• Generic preventive medicine for hypertension and hyperlipidemia</li></ul>	100%	

\*This is the applicable coverage option's deductible.

## How to File a Claim

### Page 141

If you are enrolled in one of the UHC Group Health Program Medical Program options and UHC processes at least one claim for you or a covered dependent during the month, UHC mails you a health statement. Health statements provide claims information in easy-to-understand terms and make it easy for you to manage your family's medical costs. If you prefer to track claims online, you may do so at [www.myuhc.com](http://www.myuhc.com). You can also discontinue receiving paper health statements by making the appropriate election on the UHC site.

**2008 Summary of  
Material Modification  
(SMM) for the Dental  
Program under the  
R.R. Donnelley & Sons  
Company Group  
Benefits Plan**

The material that follows is a legally required notice of benefit plan changes effective January 1, 2008. It describes changes to the Dental Program from the 2006 Summary Plan Description (SPD). To make sure you have the most up-to-date information, keep this document with your 2006 SPD.

**How the Program Works – General Information – Annual Maximum**

**Page 18**

There is a clarification to the paragraph that describes the annual maximum feature. Similar to orthodontic expenses, all expenses related to “Class I Preventive and Diagnostic Services” do not apply toward the annual maximum.

**How the Program Works – A Summary Chart of the CIGNA Dental PPO Options**

**Page 19**

There is a clarification to the Annual Maximum line item under the Annual/Lifetime Maximums category within the “Summary Chart.” The Annual Maximum line item is replaced with the following.

Key Feature	Dental PPO	Dental PPO Plus
Annual/Lifetime Maximums	Program Pays	Program Pays
<ul style="list-style-type: none"> <li>Annual Maximum (excludes expenses related to preventive and diagnostic services, as well as orthodontic services)</li> </ul>	\$1,500 per covered individual per calendar year	\$2,000 per covered individual per calendar year

**How the Program Works – What Is Covered – CIGNA Dental PPO Options**

***Class I: Preventive and Diagnostic Services***

**Page 20**

The following replaces the second bullet:

- Routine cleanings, up to two per calendar year (the Program pays benefits for a third and fourth cleaning when related to periodontal disease).

**2008 Summary of  
Material Modification  
(SMM) for the Health  
Care Spending and  
Dependent Care  
Spending Account  
Programs under the  
R.R. Donnelley & Sons  
Company Group  
Benefits Plan**

The material that follows is a legally required notice of benefit plan changes effective January 1, 2008. It describes changes to the Health Care Spending and Dependent Care Spending Account Programs from the 2006 Summary Plan Description (SPD). To make sure you have the most up-to-date information, keep this document with your 2006 SPD.

## **Special Extensions of Participation – During a Leave of Absence**

### **Page 20**

#### **During a Leave of Absence**

If you are granted a leave of absence pursuant to RR Donnelley's Human Resources Core Policy 6-4, Leaves of Absence, or you are laid off pursuant to Human Resources Core Policy 6-8, Temporary Layoffs, you have the right to discontinue coverage when your unpaid leave begins. See the Qualified Status Changes SPD for additional information. This includes leaves:

- For your own personal disability;
- Covered by the Family and Medical Leave Act of 1993 (FMLA); and
- Covered under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

If you do not terminate your FSA benefit contribution while you are on a leave of absence (including a military leave), RR Donnelley will advance on your behalf the required FSA benefit contributions until you are able to return to work, you separate from employment, or you are reclassified as benefits-ineligible, whichever is earliest. Your election to authorize RR Donnelley to reduce your future wages on a before-tax basis for your required FSA benefit contributions includes an authorization to withhold from your pay the amount of FSA benefit contributions advanced for you by a Participating Employer during the time of your leave of absence in the calendar year you return to work or commence to be paid. Therefore, if a Participating Employer advances FSA benefit contributions for you in the calendar year in which you are reemployed by, or commence to be paid by, a Participating Employer, you will be deemed to have elected to participate in the Program for that calendar year to the extent required to repay advanced benefit contributions made during that calendar year on your behalf. The advanced FSA benefit contributions will be recovered by taking one past deduction plus one current deduction, beginning with your first available pay upon your return to work or when you commence to be paid. Deductions from your pay will continue until you repay your outstanding balance. If you separate employment from a Participating Employer with an outstanding balance due, the remaining balance will be recovered from your final pay as permitted by law.