against for asserting your rights, you may seek help from the U.S. Department of Labor, or you may file suit in a federal court.

If you have any questions about this statement or about your rights under ERISA, contact the nearest area office of the U.S. Labor Management Services Administration, Department of Labor.

Additional Information

This booklet provides the summary plan description of the Dental Assistance Plan as required by ERISA. More complete details are contained in the Administrative Services Agreement between Provident Life and Accident Insurance Company and BellSouth Corporation. It may be obtained or looked at by following the instructions under the section, "Plan Documents." Since this summary plan description only summarizes and does not have all details of the plan, the Administrative Services Agreement governs in all cases.

Appendix I: Location List

Usual and customary charges for dental services vary depending on the location of the dentist's office.

To find out what your scheduled allowances are for Part B services, follow these steps:

- Consult the location list below to find out which schedule applies to you. It is keyed to the dentist's location.

- Refer to "Appendix II: Schedule of Payment for Services" on the following pages to determine benefits payable.

Dentist's location	Look at schedule #
Alabama	
City of Montgomery (zip codes beginning 361 only)	2
Remainder of state (including zip code 369)	1
Alaska	
	2
Arizona	
	2
Arkansas	
City of Little Rock (zip codes beginning 722 only)	2
Remainder of state	1
California	
Greater Los Angeles (zip codes beginning 900-918 & 926-931 only)	4
Greater San Francisco (zip codes beginning 940-951 only)	4
Remainder of state	3
Colorado	
Greater Denver (zip codes beginning 800-803 only)	3
Remainder of state	2
Connecticut	
New London (zip codes beginning 063 only)	2
Waterbury area (zip codes beginning 067 only)	2
Remainder of state	3
Delaware	
City of Wilmington (zip codes beginning 198 only)	3
Remainder of state	2

District of Columbia	3
Florida	
Pensacola area (zip codes beginning 324-325 only)	2
Orlando area (zip codes beginning 327-329 only)	2
Tampa/St. Petersburg (zip codes beginning 335-337 only)	2
Remainder of state (including zip codes 349 and 346)	3
Georgia	
City of Atlanta (zip codes beginning 303 only)	3
Atlanta area (zip codes beginning 300-302 only)	2
Greater Savannah (zip codes beginning 313-314 only)	2
Remainder of state	1
Hawaii	3
Idaho	2
Illinois	
Chicago and area (zip codes beginning 600-606 only)	3
Remainder of state	2
Indiana	
Indianapolis area (zip codes beginning 460-462 only)	2
Gary, South Bend, Ft. Wayne and surrounding areas (zip codes beginning 463-469 and 473 only)	2
Remainder of state	1
Iowa	1
Kansas	2
Kentucky	1
Louisiana	
City of Baton Rouge (zip codes beginning 708 only)	3
Remainder of state	2
Maine	1

Maryland	3
Massachusetts	2
Michigan	
Detroit area (zip codes beginning 480-483 only)	4
Flint (zip codes beginning 485 only)	3
Lansing (zip codes beginning 489 only)	3
Grand Rapids (zip codes beginning 495 only)	3
Remainder of state	2
Minnesota	
Minneapolis-St. Paul (zip codes beginning 551-554 only)	2
Remainder of state	1
Mississippi	
City of Jackson (zip codes beginning 392 only)	2
Remainder of state	1
Missouri	
Greater St. Louis (zip codes beginning 630-633 only)	2
Greater Kansas City (zip codes beginning 640-641 only)	2
Remainder of state	1
Montana	2
Nebraska	
City of Omaha (zip codes beginning 681 only)	2
Remainder of state	1
Nevada	4
New Hampshire	2
New Jersey	
Southern New Jersey (zip codes beginning 080-084 only)	2
Remainder of state	3
New Mexico	2

New York	
Westchester & Putnam Counties (zip codes beginning 105-108 only)	3
Northern NY state (zip codes beginning 128, 129, 136 only)	1
Southern NY state (zip codes beginning 127, 137-139, 147, 148-149 only)	1
Remainder of state	2
North Carolina	2
North Dakota	1
Ohio	
Greater Cleveland (zip codes beginning 440-441 only)	3
Greater Cincinnati (zip codes beginning 450-452 only)	1
Remainder of state	2
Oklahoma	
Oklahoma City area (zip codes beginning 730-731 only)	2
Tulsa area (zip codes beginning 740-741 only)	2
Remainder of state	1
Oregon	2
Pennsylvania	
City of Pittsburgh (zip codes beginning 152 only)	3
Remainder of state	2
Rhode Island	2
South Carolina	
Charleston area (zip codes beginning 294 only)	2
Remainder of state	1
South Dakota	1
Tennessee	
City of Nashville (zip codes beginning 372 only)	2
City of Memphis (zip codes beginning 381 only)	2
Remainder of state	1

Texas	
City of Houston (zip codes beginning 770-772 only)	4
Houston area, including Beaumont (zip codes beginning 773-777 only)	3
Dallas, Fort Worth, Waco (zip codes beginning 750-752, 760-761, 766-767 only)	3
Corpus Christi area (zip codes beginning 783-785 only)	3
City of Austin (zip codes beginning 787 only)	3
Lubbock area (zip codes beginning 793-794 only)	3
Remainder of state	2
Utah	1
Vermont	1
Virginia	
Washington, D.C., area (zip codes beginning 220-223 only)	3
Remainder of state	2
Washington	
Seattle, Tacoma and area (zip codes beginning 980-984 only)	3
Remainder of state	2
West Virginia	
Charleston area (zip codes beginning 250-253 only)	2
Wheeling area (zip codes beginning 260 only)	2
Remainder of state	1
Wisconsin	2
Wyoming	2
Outside U.S.A.	2

NOTE: Schedules reflect differences in dental benefits by geographic area.

Appendix II: Schedule of Payment for Services

Partial listing of schedules of allowances for Type B services most commonly performed.

SERVICES	SCHEDULES			
Restorations	**1**	**2**	**3**	**4**
Amalgam one surface deciduous	$ 21	$ 24	$ 28	$ 31
Amalgam two surfaces deciduous	28	32	36	41
Amalgam three surfaces deciduous	33	39	43	48
Amalgam one surface permanent	22	25	28	31
Amalgam two surfaces permanent	29	33	39	43
Amalgam three surfaces permanent	35	42	47	53
Silicate cement — per restoration	20	23	25	29
Acrylic or plastic	20	23	25	29
Composite resin — one surface	25	29	33	35
Composite resin — two surfaces	33	39	43	48
Composite resin — three surfaces	42	48	56	62
Inlay, gold — two surfaces	208	239	272	303
Inlay, gold — three surfaces	216	249	281	314
Crowns				
Plastic with semiprecious metal crown	231	266	303	337
Full porcelain crown	267	307	348	387
Porcelain with semiprecious metal crown	248	286	322	360
Gold full cast crown	253	292	329	367
Gold 3/4 cast crown	254	295	332	372
Stainless steel crown	55	64	73	80
Pulp cap — direct	13	15	18	20
Root Canal Therapy				
One canal (traditional)	154	176	201	229
Two canals (traditional)	204	235	265	296
Three canals (traditional)	237	273	309	344
Periodontics				
Gingival curettage — per quadrant	39	44	50	57
Gingivectomy — per quadrant	99	113	129	144
Osseous surgery — including flap entry and closure per quadrant	244	281	318	354

Prosthodontics

Complete dentures including six months' post-delivery care				
Complete upper	338	391	441	493
Complete lower	328	377	428	477
Immediate upper	355	409	463	517
Immediate lower	328	377	428	477
Partial dentures including six months' post-delivery care				
Upper with two chrome clasps	349	403	455	508
Lower with chrome lingual bar, two clasps, acrylic base	344	397	450	502
Lower with chrome lingual bar, two clasps, cast base	342	394	446	497
Upper with chrome palatal bar, two clasps, acrylic base	354	407	461	515
Upper with chrome palatal bar, two clasps, cast base	329	380	430	480
Full cast partial with two chrome clasps (upper)	377	433	490	547
Bridge pontics				
Cast gold	242	278	315	352
Slotted pontic	210	242	274	306
Porcelain fused to semi-precious metal	241	277	314	351
Plastic processed to semi-precious metal	238	273	309	344

Oral surgery

Simple extractions				
Single tooth	22	26	29	33
Each additional tooth	21	24	28	31
Surgical Extractions				
Extraction of tooth, erupted	40	45	52	57
Extraction of tooth, partial bony impaction	88	102	116	129
Extraction of tooth, complete bony impaction	106	121	138	154

Orthodontics (maximum lifetime benefit $1,100 for covered persons age 20 or over, and $1,452 for covered persons under age 20)

Appliances for tooth guidance				
Fixed or removable	138	160	180	201
Comprehensive orthodontic treatment				
Preliminary study, including X-rays, etc., and treatment plan	84	96	109	121
First month of treatment, including appliances	425	491	554	619
Active treatment per month after first month	53	61	69	76

Appendix III:
Glossary of common dental terms

Abutment: Terminal tooth or root that retains or supports a bridge or a fixed or removable prosthesis.

Anesthesia:
Local: The condition produced by the administration of specific agents to achieve the loss of
conscious pain response in a specific location or area of the body.
General: The condition produced by the administration of specific agents to render the patient completely unconscious and completely without conscious pain response.

Anesthetic: A drug that produces loss of feeling or sensation either generally or locally.

Appliance: A device used to provide function or therapeutic (healing) effect.
Fixed: One that is cemented to the teeth or attached by adhesive materials.
Prosthetic: One used to provide replacement for a missing tooth.

Bitewing: Dental X-ray showing approximately the coronal (crown) halves of the upper and lower jaw.

Bridge work:
Fixed: Partial denture retained with crowns or inlays cemented to the natural teeth, which are used as abutments.
Fixed-removable: One which the dentist can remove but the patient cannot.
Removable: A partial denture retained by attachments which permit removal of the denture, normally held by clasps.

Crown: The portion of a tooth covered by enamel.

Dental hygienist: A person who has been trained and licensed to remove calcareous deposits and stains from the surfaces of the teeth (clean your teeth), and to provide additional services and information on the prevention of oral disease.

Dentist: A person duly licensed to practice dentistry by the governmental authorities having jurisdiction over the licensing and practice of dentistry in the locality where the service is rendered. As used in this dental expense plan, the term "dentist" also includes a licensed physician authorized by his license to perform the particular dental service he has rendered.

Denture: A device replacing missing teeth.

Fixed bridge: A prosthesis which replaces one or several teeth and which is cemented in place in the mouth. It consists of one or more pontics held in place by one or more retainers on the abutment teeth.

Fluoride: A solution of fluorine which is applied topically to the teeth for the purpose of preventing dental decay.

Impression: A negative reproduction of a given area. Example: In bridge work, an impression of a tooth (abutment) which is used to prepare it for an inlay or a crown.

Inlay: A restoration made to fit a prepared tooth cavity and then cemented onto place.

Malocclusion: An abnormal relation of the opposing teeth when brought into habitual opposition (commonly thought of as crooked teeth or an abnormal bite).

Onlay: An occlusal rest or restoration that is extended to cover the entire surface of the tooth. It often is used to restore lost tooth structure and increase height of tooth.

Orthodontics: The branch of dentistry primarily concerned with the detection, prevention and correction of skeletal or dental malocclusions. Commonly, straightening teeth.

Partial denture: A prosthesis that replaces one or more, but less than all, of the natural teeth and associated structures and that is supported by the teeth and/or the gums; may be removable or fixed, one side or two sides.

Periapical: Enclosing or surrounding the tissues and bony sockets of the teeth.

Pontic: The part of a fixed bridge which is suspended between the abutments and which replaces a missing tooth or teeth.

Prophylaxis: The removal of tartar and stains from the teeth; cleaning of teeth by a dentist or dental hygienist.

Prosthesis: An artificial replacement of one or more natural teeth and/or associated structures.

Restoration: A broad term applied to any inlay, crown, bridge, partial denture, or complete denture that restores or replaces loss of tooth structure, teeth or oral tissue; the term applies to the end result of repairing and restoring or reforming the shape, form and function of part or all of a tooth or teeth.

Root canal therapy (endodontic therapy): Treatment of a tooth having a damaged pulp or root; usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with sealing material.

Scale: To remove calculus (tartar) and stains from teeth with special instruments.

Topical: Painting the surface of teeth, as in fluoride treatment, or application of a cream-like anesthetic formula to the surface of the gum.

ATTACHMENT 6

THE BELLSOUTH GROUP LIFE INSURANCE PLAN

SUMMARY PLAN DESCRIPTION

REVISED JANUARY 1, 1993

Group Life Insurance Plan

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Group Life Insurance Plan

Introduction

To help your family through potentially difficult financial times in case of your death, BellSouth provides a comprehensive plan of family financial protection. If you are eligible, the Group Life Plan ("the plan") provides two types of insurance at no cost to you:

- Life insurance; and
- Accidental Death and Dismemberment (AD&D).

The plan was adopted originally on March 11, 1957, and has been amended several times since that time.

This booklet contains the most recent changes to the plan, as of Dec. 31, 1992.

BellSouth has assumed complete financial liability for life coverage in excess of $50,000, if any, for Class I retired employees. These benefits are not insured with Aetna Life Insurance Company, but will be paid from the company's funds. Under current tax law, this amount is taxable to the beneficiary(ies) as ordinary income. Aetna will continue to provide certain administrative services including processing claims for these benefits.

The term "Class I retired employee" means each retired employee other than an employee who both (1) had attained age 55 on or before Jan. 1, 1984, and (2) either was employed by the company at any time during 1983 or retired from the company on or before Jan. 1, 1984

The term "life insurance" means the amount of life coverage underwritten by Aetna.

The term "company-funded life coverage" means life coverage in excess of $50,000 for Class I retired employees for which the company is financially liable.

Your certificate of insurance is contained on the inside front cover of this booklet.

Plan Eligibility

Active Employees

If you work full-time or part-time in any of the usual activities of the business, and if your employment was reasonably expected to be permanent when you were hired, you are covered by the plan after you complete six months of net credited service.

If you are eligible for and are covered by another basic life insurance plan to which the company contributes or has contributed, you are excluded from coverage. Certain Third Country National or Local National employees of BellSouth International, Inc., and utility operations employees of BellSouth Telecommunications, Inc., also are excluded from coverage.

To enroll in the plan, get an enrollment form from either your Payroll Office or your Benefit Office. Complete the form, indicating your beneficiary or beneficiaries (see the section entitled "Beneficiaries"), sign it and return it to your Payroll Office. If you have enrolled, your coverage begins the day after you complete six months of net credited service.

If you are both disabled and away from work on the date your coverage would begin, coverage is delayed until the day you return to work.

Retired Employees

If you retired or retire on a service or disability pension under a BellSouth qualified pension plan on or after June 1, 1970, you are covered by this plan, provided (1) you are not eligible for and covered by another basic life insurance plan to which the company contributes or has contributed to or (2) were not a utility operations employee of BellSouth Telecommunications, Inc.

If you retired on or after the effective date of the plan (March 11, 1957, for management employees; Jan. 1, 1958, for non-management employees) but before June 1, 1970, you are covered by the plan provided you participated in the plan continuously from your 45th birthday, or from the date you were first eligible, whichever was later, until your retirement.

If you retired before the effective date of the plan, see the section, "Umbrella Provision."

If you retired or retire on or after Jan. 1, 1991, you may forfeit your group life coverage if you provide services to or acquire an interest in a BellSouth competitor during the five years following retirement from BellSouth. See the section, "Competitor Rule and Benefit Forfeiture."

If you are a former employee with a vested right to a deferred vested pension, you are not considered a retired employee and you are not eligible for group life coverage.

Employees Eligible for Long Term Disability

If you are not pension eligible but are eligible to receive benefits under a long-term disability (LTD) plan of the company (regardless of whether you actually receive LTD benefits), you may be covered for a specified amount of time. See "During Disability" under the section "Coverage."

Employees on an Approved Leave of Absence

If you have at least six months of service and are on a company-approved leave of absence other than military leave, you may be covered by the plan. See "During Layoff" under the section "Coverage."

Career Alternative Plan Participants

If you are participating in the Career Alternative Plan, you may be covered by the plan consistent with the provisions described in this summary plan description in "During Participation in the Career Alternative Plan" under the section "Coverage."

Laid-off Employees

If you are laid off, you may be covered by the Group Life Plan for a specified amount of time. See the section, "During Layoff" under "Coverage."

Coverage

During Active Employment

While you are an active employee with the company, the plan provides:

- Life insurance equal to your annual base pay rounded to the next higher $1,000, plus

- An equal amount for accidental death and dismemberment (AD&D) insurance. See the following section entitled "Accidental Death & Dismemberment Insurance."

"Annual base pay" means your annual rate of pay as determined by the company. Your annual base pay includes bonuses, incentives, merit awards (when they are a permanent part of your compensation), and all voluntary salary deferrals, both qualified and non-qualified. It does not include tour differentials and any other differentials regarded as temporary or extra payment when determining your life and AD&D coverage.

If you are paid hourly or weekly, multiply your normal weekly base pay by 52.2 to get your yearly rate. If you are paid monthly, multiply by 12.

If you are eligible for an increase in coverage as the result of an increase in your annual base pay, the increased coverage goes into effect at the same time your new pay rate becomes effective. If you are both disabled and away from work on that date, your increase in coverage will be postponed until you return to work.

Accidental Death and Dismemberment (AD&D) Insurance

AD&D insurance provides active employees with added coverage for death or dismembering injuries caused by an accident.

If you die within 90 days of an injury caused by an accident while you are an active employee, your beneficiary or beneficiaries will receive 100 percent of your AD&D insurance. This is in addition to your life insurance coverage.

The following schedule is an example of how this coverage works.

Schedule of Insurance

Annual Base Pay	Life Coverage ($000)	Plus AD&D ($000)	Total Possible Protection ($000)
$16,000 but less than $17,000	$17	$17	$34
$17,000 but less than $18,000	18	18	36
$18,000 but less than $19,000	19	19	38
$19,000 but less than $20,000	20	20	40

If you lose sight or limb within 90 days of an accident, you will receive all or part of your AD&D insurance, depending on the extent of your loss. For example, if you lose one hand, one foot, or the sight of one eye, you receive 50 percent of your AD&D insurance. If you lose any two members (one hand and the sight of one eye, for example, or both feet), you receive 100 percent of your AD&D insurance.

"Loss of hand or foot" means severance at or above the wrist or ankle joint. "Loss of sight" means the irrecoverable and complete loss of sight of the eye.

AD&D insurance is payable whether the accident occurs on or off the job. However, benefits are not payable for losses caused by suicide or attempted suicide (sane or insane); intentionally self-inflicted injury; war or any act of war, declared or undeclared; bodily or mental infirmity; disease, ptomaines or bacterial infections; or medical or surgical treatment. The latter two do not apply if the loss is caused by an infection which results directly from the injury or surgery needed because of the injury

No more than 100 percent of your AD&D insurance amount will be payable for all losses — including death — resulting from any one accident. However, AD&D insurance payable for dismemberment does not reduce life coverage in any way.

There is no AD&D insurance after retirement.

During Retirement

During your retirement on a service or disability pension, your life coverage (but not AD&D) continues, but at a reduced level. (For more details, see the next section entitled, "How Life Coverage Works after Retirement.") Basically, by the time you reach age 70, you will have half the life coverage you had at retirement or age 65.

Every retired employee has a "normal retirement date." "Normal retirement date" means the date on which you retire during your 65th year but not later than the last day of the calendar month in which your 65th birthday occurs. If you choose to work past age 65 or to retire early, it is still the last day of the calendar month in which your 65th birthday occurs. For example, if you turn 65 on May 12, 1992, but continue to work until age 68 (in 1995), your normal retirement date is still May 31, 1992.

AD&D insurance stops at retirement, regardless of your age. Also, life coverage is not available to anyone who leaves the company with a deferred vested pension.

How Life Coverage Works after Retirement

Your Retirement Date: Before Aug. 7, 1977
Your Age: Any
Provisions: Before this date, the reduction in life coverage was not tied to age. On each anniversary of your retirement, your coverage was reduced by 10 percent, to a maximum reduction of 50 percent, regardless of age.

However, effective Aug. 7, 1977, the reduction rule is applied on the anniversary of your 65th birthday, instead of on the anniversary of your retirement.

If your life insurance was greater than 50 percent on Aug. 7, 1977, reductions stopped until you reached age 66. Then the reduction rule for employees who retired on or after Aug.

7, 1977, applied. Your coverage was again reduced by 10 percent annually to a maximum reduction of 50 percent.

For example, if you retired on June 1, 1976, at age 50 with life coverage in the amount of $15,000, your life coverage is as follows:

- $15,000 from 6/1/76 to 6/1/77.
- $13,500 from 6/1/77 to age 67 (in 1993).
- $12,000 from age 67 to age 68.
- $10,500 from age 68 to age 69.
- $9,000 from age 69 to age 70.
- $7,500 beginning at age 70.

Your Retirement Date: On or after Aug. 7, 1977
Your age: 65
Provisions: The full amount of your life coverage (but not AD&D) continues during your first year of retirement.

Effective the first of the month following your 66th birthday, this coverage is reduced by 10 percent. On the same date each year, your coverage is reduced by the same amount until you reach age 70. From the first day of the month after you reach age 70, 50 percent of the life coverage you had when you retired continues.

Your Retirement Date: On or after Aug. 7, 1977
Your Age: Less than 65
Provisions: The full amount of life coverage continues until your 66th birthday, when it is reduced by 10 percent. On each birthday for the next four years, your coverage is reduced by the same amount. Thereafter, 50 percent of the life coverage you had when you retired continues. For example, if your life coverage at retirement equals $15,000, you will have:

- $15,000 until you reach age 66
- $13,500 from age 66 to age 67
- $12,000 from age 67 to age 68
- $10,500 from age 68 to age 69
- $9,000 from age 69 to age 70
- $7,500 beginning at age 70

Your Retirement Date: On or after Jan. 1, 1979, but before Aug. 10, 1980
Your Age: Over 65
Provisions: Since you are now over age 70, your life coverage is equal to 50 percent of your annual rate of pay on your "normal retirement date."

Your Retirement Date: On or after Aug. 10, 1980, but before Jan. 1, 1987
Your Age: Over 65
Provisions: Since you now are beyond age 70, your life coverage is equal to 50 percent of your annual rate of pay at your retirement.

Your Retirement Date: On or after Jan. 1, 1987
Your Age: Over 65
Provisions: Your life coverage continues in full until the birthday after your retirement, when it is reduced as if you had retired at age 65. If, after that reduction, your life coverage is more than 50 percent, the reduction continues on each subsequent birthday until your coverage is 50 percent of the life coverage you had at age 65.

For example, your birthday is May 1, and at age 65, your life coverage equals $20,000. You retire on July 1, 1992, at age 68 with life coverage in the amount of $21,000. After retirement you will have:

- $21,000 from 7/1/92 to 5/1/93 (age 69)
- $12,000 from 5/1/93 to 5/1/94 (age 70)
- $10,000 beginning on 5/1/94 or age 70

During Disability

If you become totally disabled and are not yet eligible to retire on a disability or service pension, the company may continue your coverage based on the limitations discussed below.

If you receive short-term disability benefits, your life insurance and AD&D coverage may continue as long as you receive the benefits.

When short-term disability benefits stop (after a maximum of 52 weeks), your life coverage (but not AD&D) may continue at no cost to you — as long as you remain totally disabled — for one to three years depending on your net credited service, as follows:

- fewer than 5 years — 1 year
- at least 5 but fewer than 10 years — 2 years
- at least 10 but fewer than 15 years — 3 years

To keep this insurance coverage, you are required to provide satisfactory proof of disability.

Your AD&D insurance stops when your short-term disability benefits stop.

During Approved Leave of Absence

If you have at least six months of service and are on a company-approved leave of absence other than a military leave, the coverage you had before the leave may remain in force for the duration of the leave, at no cost to you.

If you enter the armed forces for regular duty or for training (more than one month), your life and AD&D coverage stops at the end of the month in which you begin your military leave.

During Participation in the Career Alternative Plan

If you terminate your employment under the Career Alternative Plan (CAP), your coverage may continue as if you still were an active employee at no cost to you for as long as you continue to participate in CAP. If you are also a retired employee, the provisions discussed under "During Retirement" in the section "Coverage" will apply when your participation in CAP ends.

During Layoff

Should you be laid off, your coverage will continue for up to six months from the start of the layoff, at no cost to you.

If the period of layoff extends beyond six months, all group coverage ends.

Beneficiaries

You may name any person or persons, your estate, almost any organization, or a trust as your beneficiary. You may change your beneficiary at any time.

If you wish to change your beneficiary, contact your Payroll or Benefit Office for the appropriate form. If you are eligible for any company-funded life coverage as a Class I retired employee, your beneficiary for this coverage will be the same as for your life insurance.

If you name more than one beneficiary, be sure to indicate the share of your coverage payable to each. If you do not indicate otherwise, they will share equally.

The naming of or any change in your beneficiary(ies) will take effect as of the date you execute the request.

Assigning Coverage to Another

You may make an irrevocable gift assignment of Group Life Insurance and company-funded life coverage if both the company and Aetna consent. This means that you may name someone else as owner of the policy even though it is your life that is covered.

If you make an assignment, you give up all incidents of ownership, including but not limited to, rights to the coverage, title, claim, interest and benefit, both present and future.

You cannot revoke the assignment later. The person to whom you assign your coverage has the absolute and continuing right to name beneficiaries or to exercise any other privileges which otherwise would have been available to you.

Because of the various legal and tax implications involved, you may wish to consult both your lawyer and your tax advisor before taking any such action. If you wish to make an assignment, you can get the appropriate forms from your Benefit Office. All requests for assignment forms must be made in writing.

How to Report a Claim

If you need to file a claim for AD&D insurance, you must give Aetna written proof of loss not later than 90 days after the date of the loss. Written proof of loss on which a life claim is based must be given to Aetna promptly.

Late claims will not be covered. The only exception is if you can show that it was not reasonably possible to furnish proof of loss, and that you are furnishing such notice or proof as soon as reasonably possible. Even then, you must furnish the proof within one year after the time it was required, unless you can show that you were legally incapacitated.

Aetna has the right and opportunity to designate a physician to examine you, as often as reasonably required, while you have an AD&D insurance claim pending.

No action in law or in equity may be brought against Aetna after three years from the expiration of the time within which proof of claim is required. This rule applies to AD&D, but not to life coverage.

How Benefits Are Paid

Benefits will be paid as soon as the necessary written proof to support the claim is received by Aetna. Your life coverage is payable to your named beneficiary or beneficiaries in the event of your death.

If a named beneficiary dies before you, his or her share will be paid in equal shares to any other named beneficiaries who survive you.

If there is no living beneficiary named at the date of your death, payment will usually be made to your estate. However, Aetna may, in such a case and at its option, make payment to any one or more of the following in this order:

- your surviving spouse, if any;
- your surviving children equally, if there is no surviving spouse; or
- your surviving parents equally if there is no surviving spouse or child.

Such payment shall completely discharge Aetna's obligation with respect to the amount of coverage paid.

The life insurance and accidental death benefits will be paid in a lump sum at death, unless you have elected an installment method which has been agreed to by Aetna. If you do not make such an election prior to your death, your beneficiary(ies) will have this right before any payment is made. The methods of settlement allowed will be those offered by Aetna under the individual life insurance policies Aetna is issuing when the election is made.

The beneficiary(ies) may be able to take advantage of the Aetna Benefits Checkbook service. With this service, Aetna deposits life insurance proceeds of $10,000 or more into a free checking account in the beneficiary's name.

Any company-funded life coverage will be paid in a lump sum.

If you receive accidental dismemberment insurance, it is paid to you in a lump sum.

Coverage for Employees Retired Before Jan. 1, 1958

The Group Life Plan went into effect March 11, 1957, for management employees, and on Jan. 1, 1958, for non-management employees. Employees who retired on a pension prior to these effective dates are covered under the plan only as shown in the following schedule:

Retired Employee's Annual Base Pay as Determined by the Employer Immediately Before Retirement	Group Life Coverage
Less than $3,000	$1,500
$3,000 but less than $4,000	2,000
4,000 but less than 5,000	2,500
5,000 but less than 6,000	3,000
6,000 but less than 7,000	3,500
7,000 but less than 8,000	4,000
8,000 but less than 9,000	4,500
9,000 or more	5,000

Termination of Coverage

Your coverage under this plan stops if your employment terminates for reasons other than retirement on a service or disability pension, total disability (non-pension eligible), layoff, or participation in the Career Alternative Plan (non-pension eligible). Coverage stops on the last day of the month in which your employment ends.

Coverage under this plan for the above listed exceptions, excluding retirement on a service or disability pension, also stops on the last day of the month in which:

• Your extended coverage due to layoff ends; or
• Your extended coverage due to total disability (non-pension eligible) ends; or
• Your extended coverage due to participation in the Career Alternative Plan and you are not a retired employee.

In addition, your plan coverage stops on the last day of the month in which:

• You begin a military leave for regular duty or Armed Forces Training leave (in excess of one month); or
• As a retiree whose effective retirement date is after Dec. 31, 1990, you provide services to or acquire interest in a BellSouth competitor during the five years following your retirement from BellSouth.

Coverage under the plan also stops if the group contract ends as to coverage for your eligible class. This is regardless of any continuation of coverage discussed elsewhere in this summary plan description. However, if you are totally disabled when the contract ends, coverage may be extended under certain circumstances in accordance with state law.

If you are not totally disabled when the contract ends, you may be eligible for coverage under an individual life insurance policy. (See the section, "Conversion of Group Life Insurance.")

Conversion of Group Life Insurance

During the 31 days following the termination of your insurance, you may be able to convert part or all of your life insurance (but not AD&D) to an individual policy without providing evidence of good health. If you should die during this 31-day period and before the individual policy becomes effective, the maximum amount for which you were entitled to apply under the individual policy will be payable.

All of your plan insurance under the Group Life Plan automatically stops if this plan is discontinued for your employee class, regardless of any continuation discussed elsewhere in this summary plan description. In such a case, the conversion privilege may be available, if your life insurance has been in force under the group contract for at least five consecutive years prior to the discontinuance. The amount of the individual policy will be limited to the amount of your life insurance under the contract at the time of discontinuance, minus any group life insurance made available to you by the company within 31 days of discontinuance, up to a maximum of $2,000.

The converted policy will be in exchange for all benefits and privileges under the group contract for the person to whom it is issued and for the amount that could have been converted.

If you become eligible for conversion and wish to apply, contact your Payroll Office. Your Payroll Office will furnish you the necessary forms, with the company's portion completed, along with instructions for your handling with Aetna. The application must be submitted and the first premium must be paid within 31 days after your group insurance ended.

Other Facts about the Plan

Claims of Creditors

If provided for by law, life insurance and AD&D coverage are exempt from legal or equitable process for your debts. This also applies to the debts of your beneficiary(ies).

Adjustment Rule

If your coverage should change, your group contract will be updated accordingly. All increases to your coverage are subject to any active work rule or non-confinement requirement.

If benefits for claims are incurred after any coverage has been adjusted, the benefits will be based on the updated plan provisions in force at the time the claim is processed.

Additional Provisions

You cannot receive multiple coverage under this plan because you are connected with more than one employer. In the event of a misstatement of any fact affecting your coverage under the plan, the true facts will be used to determine the coverage in force.

This document describes the main features of this plan. Additional provisions are described elsewhere in the group contract. If there is any conflict between the contents of this document and the group contract, the terms of the group contract control.

If you have any questions about the terms of the plan or about the proper payment of benefits, you may obtain more information from your benefit office, which may direct you to a local Aetna office. Otherwise, you may write to the following address:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, Connecticut 06156
Attention: Benefit Contracts Legal MB58

Your company hopes to continue this plan indefinitely, but, as with all group plans, this plan may be changed or discontinued with respect to all or any class of employees.

Information Provided by Your Plan Administrator

The following information is not a part of the booklet certificate with Aetna. Your plan administrator has determined that this information, together with the information contained in your booklet, is the summary plan description required by the Employee Retirement Income Security Act of 1974 (ERISA). In furnishing this information, Aetna is acting on behalf of your plan administrator who remains responsible for complying with ERISA reporting rules and regulations on a timely basis.

This summary plan description is designed to communicate to each participant certain information and facts concerning the Group Life Plan. It describes what benefits your Group Life Plan provides and who is responsible for the operations of the plan. It also advises you of your obligations and rights under the plan.

Name and Type of Plan

The name of this plan is the BellSouth Group Life Plan. The plan is classified under the definitions of the Employee Retirement Income Security Act of 1974 (ERISA) as a welfare plan providing death and specific dismemberment benefits.

Plan Continuance

The company currently intends to continue the Group Life Plan for active employees, retirees and other eligible employees, but reserves the right to amend or terminate it at any time, subject to any collective bargaining agreements. Should the plan be discontinued, Aetna will honor claims based on events preceding the date of discontinuance.

Union Agreement

The benefits described in this summary plan description reflect the provisions of the Group Life Plan as outlined in the current agreements, if any, between the participating companies and the various unions representing employees of those companies in collective bargaining units. Copies of these agreements are distributed or made available upon request by covered employees.

Funding

BellSouth currently funds the payment of insurance benefits under the Group Life Plan by paying premiums to the Aetna Life Insurance Company. A Retirement Funding Account VEBA Trust was formed to fund post-retirement life insurance benefits for employees. The trustee is:

The Third National Bank
201 4th Avenue North
Nashville, Tenn. 37244

Life coverage exceeding $50,000 for Class I retired employees is funded by the company.

Participating Companies

The Group Life Plan is available to the following companies that are eligible for coverage under this plan:

- BellSouth Corporation
- BellSouth D.C., Inc.
- BellSouth Advertising & Publishing Corporation (retirees and non-management employees only)
- BellSouth Communications, Inc.
- BellSouth Financial Services Corporation
- BellSouth Telecommunications, Inc.
- BellSouth Communications Systems (Participants in the BellSouth qualified pension plans only)
- BellSouth Business Systems

The following companies participate for retirees only.

- BellSouth Enterprises, Inc.
- BellSouth Information Systems, Inc.
- BellSouth International, Inc.
- BellSouth Mobility Inc
- BellSouth Resources, Inc.
- Sunlink Corporation
- Intelligent Media Services, Inc.
- Intelligent Messaging Services, Inc.

This list of participating companies may change. Contact your Benefit Office if you have any questions about whether your employer is a participating company.

Plan Administrator

The plan administrator is BellSouth Corporation, Room 7B09, 1155 Peachtree Street N.E., Atlanta, Ga. 30367-6000, telephone number (404) 249-2355.

BellSouth has delegated responsibility for handling plan administrative services for each participating company as follows:

- BellSouth Advertising & Publishing Corporation (non-management and retired employees only)
  Assistant Secretary
  BellSouth Employees' Benefit Committee
  59 Executive Park South, NE
  Atlanta, Ga. 30329
  Telephone: (404) 982-7027

- BellSouth Communications, Inc.
- BellSouth Financial Services Corp.
- BellSouth Corporation
- BellSouth D.C., Inc.
- BellSouth Communication Systems

(Participants in the BellSouth qualified pension plans only)

- BellSouth Telecommunications, Inc.

ACTIVES:
Secretary
Employees' Benefit Committee
Suite 1400
3000 Riverchase Galleria
Birmingham, Alabama 35244
Telephone: 1-557-6179
(Local service provided by South Central Bell)
780-2029
(Local service provided by Southern Bell)
(205) 733-3001, collect
(Local service provided by any other company)

RETIREES:
Operations Manager
BellSouth Benefits Administration
P.O. Box 54299
Atlanta, Ga. 30308-0299
Telephone: 1-557-6666
(Local service provided by South Central Bell)
780-2025
(Local service provided by Southern Bell)
1-800-842-1558
(All others)

- BellSouth Mobility Inc (Retirees only)

Assistant Secretary
BellSouth Employees' Benefit Committee
Suite 300T
500 Northpark
Atlanta, Ga. 30328
Telephone: (404) 604-6434

- BellSouth Enterprises, Inc.*
- BellSouth Information Systems, Inc.*
- BellSouth International, Inc.*
- BellSouth Resources, Inc.*
- Sunlink Corporation*
- Intelligent Media Services, Inc.*
- Intelligent Messaging Services, Inc.*

Secretary
BellSouth Employees' Benefit Committee
Room 7B09
1155 Peachtree Street, N.E.
Atlanta, Ga. 30367-6000
Telephone: (404) 249-4171

* Retirees only

Claims Administration

The plan is underwritten by Aetna Life Insurance Company, 151 Farmington Avenue, Hartford, Connecticut 06156.

The group contract between BellSouth Corporation and Aetna Life Insurance Company governs the operation of the plan at all times.

BellSouth has delegated to Aetna the duty to administer all claims for plan benefits for all participating companies. Aetna is the named fiduciary under the plan with complete authority to review all denied claims for benefits in exercising such fiduciary responsibilities.