

AutoZone, Inc.
2004 Benefits Guide

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AutoZone, Inc.

2004 Benefit Guide

Overview

Introduction This guide is an overview of AutoZone's benefit plans and will assist you in understanding the coverage each of these plans provides. You will also find information about eligibility, enrollment and cost.

The guide is also available on-line at <http://www.autozone.com/benefits>. The user name is zoner and the password is benefits, all in lower case.

**Disclaimer:
Termination of
Coverage** AutoZone, Inc. reserves the right to terminate, suspend, withdraw, amend or modify any of the plans described in this document. Any such change or termination of benefits:

- will be based solely on the decision of AutoZone, and
- may apply to active AutoZoners, future retirees, and current retirees, as either separate groups or as one group, and may not pertain to any subsidiaries of AutoZone, Inc.

The 2004 Benefit Guide is a summary of the plans and is not intended to take the place of the Summary Plan Description. The specific terms of coverage, exclusions, and limitations, including legislated benefits are in the Summary Plan Descriptions.

Section I

Medical, Dental and Vision Plan Coverage

Overview

Introduction This section provides a detailed description of AutoZone's medical, dental and vision plans.

Sharing the Responsibility Our BlueCross BlueShield medical plans and our CIGNA dental plan are self-insured. This means that we, you and AutoZone, share the responsibility for all of the expenses related to these plans. Your payroll deductions and the money AutoZone sets aside each payroll period are used to pay the doctors, hospitals, pharmacies and dentists.

It is inherent that each and every one of you become a good consumer, and make good educated decisions about you and your family's health care habits and lifestyles.

In this Section This section contains the following topics.

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Medical Coverage

Plan Availability The table below lists what medical plans are provided and describes the states where they are available.

Plan	Coverage Areas
BCBSIL Medical Plans A, B and C	All States
Health Net of Arizona	Arizona
<ul style="list-style-type: none"> • Health Net of California • Kaiser Permanente 	California

About Blue Cross Blue Shield of Illinois (BCBS) Originally, BlueCross Plans were formed in 1929 to cover the cost of hospital care, while BlueShield Plans were established in 1939 to cover physicians' services. Now, both brands represent the full spectrum of health care coverage. The Blue Cross and Blue Shield Associate is committed to supporting industry wide efforts in the areas of accreditation and performance measurement.

About Health Net of California Health Net began operations in 1979, offering health care services to about 50,000 Californians. Health Net has an extensive network of nearly 45,000 physicians, 750 physician groups and affiliates and 4,200 pharmacies and service nearly 2.3 million members.

About Kaiser Permanente Founded in 1945, Kaiser Permanente is a nonprofit, group-practice health maintenance organization (HMO) with headquarters in Oakland, CA. Today, Kaiser is the oldest nonprofit HMO in the country and services more than 8.5 million members.

Kaiser Permanente is one of the highest rated organizations in the country. It has been granted commendable status, exceeding the National Committee for Quality Assurance's requirements.

About Health Net of Arizona Since the beginning of its plan in 1980, Health Net of Arizona has set high standards. Health Net of Arizona was one of the first HMOs to apply for and receive accreditation from the National Committee for Quality Assurance. In April of 1997, Foundation Health completed a merger with Health Systems International to create Foundation Health Systems.

Continued on next page

Medical Coverage, Continued

What is a Preferred Provider Program (PPO)?

A PPO is a network of physicians, pharmacies and hospitals that have agreed to participate in a program.

With a PPO, you and your family may also use non-participating providers. However, your benefits will be lower, and your out-of-pocket expenses greater than if you use a participating provider.

All BlueCross BlueShield medical plans are PPO plans.

What is a Health Maintenance Organization (HMO)?

Under an HMO plan, your primary care physician (PCP) plays a central role in your medical care. Your PCP will provide your basic and preventive care and will coordinate the care you or your covered family member needs from any other provider, whether it's a specialist or hospital.

Health Net of Arizona, Health Net of California and Kaiser Permanente are all HMO plans.

Which BCBSIL Plan is Best for You?

The following will help you determine which BlueCross BlueShield of Illinois (BCBSIL) plan is best for you and your family.

Plan A and C

If you and your family members have minimal health care expenses, then consider Plan A or Plan C. Although the annual deductible is higher in these plans, the payroll deduction costs are significantly lower.

Plan A covers office visits, wellness care, emergency care, and prescription drugs, with a co-payment. Plan C covers these services without a co-pay, except for wellness care, which does have a co-payment.

With Plan A or C, you have quality medical coverage if a catastrophic medical event occurs.

Plan B

If you or your family members have medical conditions that require continued medical treatment, then consider Plan B. Although Plan B has higher payroll deduction costs, it has a lower annual deductible, and may allow you to better manage your out-of-pocket costs.

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Medical Coverage, Continued

BCBSIL discount for Non-Tobacco Use

If you're enrolling in the BlueCross BlueShield PPO plans, you'll be asked to answer on the enrollment form if you or any covered family member used tobacco products within the past 90 days. If you answer no, then you'll receive a 10% discount off of your medical plan payroll deduction for BlueCross BlueShield plans only.

Every 90 days from your coverage effective date, you will have the ability to take advantage of the discount by completing a smoking cessation course or using smoking cessation aids covered in AutoZone's benefit plan.

Reference: For information on how to re-apply for the discount, contact the AutoZoner Information Center at 800-311-6975.

Filing a claim for BCBSIL non-PPO providers

Steps	Action
1.	Complete claim form by calling customer service or online at www.bcbsil.com .
2.	Attach copies of all bills or pharmacy receipts. The medical bills must include the Provider's name and address, the patient's name, the diagnosis, the date of service and a description of the service and claim charge. The pharmacy receipts must be itemized.
3.	Mail the medical forms with attachments to: BCBS, P.O. Box 1220, Chicago, IL 60690-1220. Mail the prescriptions to: BCBS, P.O. Box 853901, Richardson, TX 75085-3901.

Note: Claims not filed within one year from the date a service is received will not be eligible for reimbursement.

Listing of health care providers

To receive a personalized directory of the most current information contact the insurance carrier or visit their website.

Don't forget to check that the provider is accepting new patients, if they have recently relocated or if they're currently participating in the plan.

Reference: For information about contacting your medical plan carrier, refer to *AutoZone Plan Contacts* in Section IV.

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Medical Coverage, Continued

Formulary prescriptions

The formulary is a list of preferred drugs selected by a nationally recognized panel of physicians and pharmacists. Medications (both generic and brand name) are evaluated on their comparative efficacy, safety, uniqueness and cost effectiveness with evidence supported by published clinical studies.

Under the HMO plan, your co-payment will be the lowest for generic medications, slightly higher for brand name drugs that are on the formulary and the highest for brand name drugs that are not on the formulary.

Mandatory generic program in the BCBSIL plans

Under the BCBSIL plans, if there is a generic available and you don't fill your prescription with a generic, then you'll pay the difference in the cost between the generic and brand drug, in addition to the generic co-payment.

For example, if you choose a \$100 brand name drug instead of its \$50 generic, then you'll pay \$65 – the difference of the brand name and the generic plus the \$15 generic co-payment.

Where to find a list of drugs that are on the formulary and if it is a generic

To receive a complete list contact the insurance carrier or visit their website.

Reference: For information about contacting your medical plan carrier, refer to *AutoZone Plan Contacts* in Section IV.

BCBSIL Matria Health Care Program for Mothers-To-Be

This program is a benefit offered for BCBSIL members that provides information and counseling for mothers-to-be regarding their health and their baby's. Participants will receive ongoing support of a registered nurse throughout the pregnancy, educational material, and specific literature for the mother with special needs.

When the member enrolls in the Matria Health Care Program, she will receive "The Good Housekeeping Illustrated Book of Pregnancy and Baby Care." If the member continues participation throughout the pregnancy and completes the last survey, then the member will receive a \$50 voucher for Toys-R-Us which can be used for online shopping or at the store. You must call to be a participant in your first trimester.

Continued on next page

Medical Coverage, Continued

Coverage for Dependents Away From Home

BlueCross BlueShield of Illinois (BCBSIL)

BlueCross BlueShield of Illinois networks are available nationwide. AutoZoners have access to health care, regardless of their dependent's location.

Kaiser Permanente/Health Net HMOs

For regional HMO plans, out-of-area dependents are covered for emergency services only.

All follow-up care and non-emergency care must be provided within the plan's provider network.

Spousal Coverage

If your spouse has other coverage through his/her employer, some special rules apply. These rules can affect how your covered expenses are reimbursed.

Contact your insurance carrier for more information.

Reference: For information about contacting your medical plan carrier, refer to *AutoZone Plan Contacts* in Section IV.

Treatment in Progress

If you are currently receiving acute treatment, you may be able to continue treatment temporarily with your current physician, even if your doctor is not in your medical carrier's network. This only applies to short-term and intensive care situations, like chemotherapy, care in the last trimester of pregnancy or hospice care.

Contact your insurance carrier for more information.

Reference: For information about contacting your medical plan carrier, refer to *AutoZone Plan Contacts* in Section IV.

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Medical Coverage, Continued

Pre-Existing Conditions

A pre-existing condition is a condition in which medical advice, diagnosis, care or treatment was recommended or received within six months before the enrollment date. A certificate of medical coverage is needed to reduce the pre-existing condition limitation by the amount of prior coverage.

BlueCross BlueShield

Pre-existing conditions are not covered until 12 months of continuous coverage has elapsed. As per the Health Insurance Portability and Accountability Act, (HIPAA), prior health coverage reduces the pre-existing exclusion if there has been no break in coverage for more than 63 days.

Due to federal regulations, pre-existing conditions do not include pregnancy or complications due to pregnancy.

Kaiser Permanente/Health Net HMO's

The HMO plans have no pre-existing condition limitations.

Identification Cards

Your medical plan identification card is a tool you use to access health care coverage. The card comes directly from the insurance company and includes:

- your name
- identification number
- insurance carrier or administrator's name
- customer service number, and
- group policy number.

Carry your card with you at all times. Show it to your physician, hospital or pharmacy to make sure you receive the correct benefit payment and that your claims are processed quickly and accurately.

You should get your ID card three to four weeks after the AutoZoner Information Center receives your enrollment form. If you need to use your ID card before it arrives, contact your medical plan for assistance.

Reference: For information about contacting your medical plan carrier, refer to *AutoZone Plan Contacts* in Section IV.

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Medical Coverage, Continued

STARBRIDGE Plan for Part Time and Newly Hired AutoZoners

AutoZone provides the opportunity for part time AutoZoners and new hires, that are waiting to become eligible for one of the more major comprehensive plans, to enroll in a limited medical, dental and vision benefit plan. This benefit is through the STARBRIDGE company, and is specifically designed to offer limited coverage that assists with unexpected expenses at an affordable price.

Under the STARBRIDGE plan you can go to any licensed provider. There are three different medical plans to choose from and an optional dental and vision plan. You can enroll in the optional dental and vision plan as a stand alone plan. Your cost is deducted directly from your paycheck.

The enrollment process is handled by telephone, through a state-of-the-art interactive voice response system with STARBRIDGE. Enrollment information will be mailed directly to the home address of eligible AutoZoners.

Contact STARBRIDGE for more information on plan design and payroll deduction costs.

Reference: For information about contacting STARBRIDGE, refer to *AutoZone Plan Contacts* in Section IV.

Medical Plan Eligibility, Enrollment and Rates

For information about the eligibility periods, refer to *Medical, Dental and Vision Plan Eligibility* in this section.

For information about enrollment and location of forms, refer to *Enrolling in AutoZone's Plans* in Section IV.

For information about the payroll deduction costs, refer to *Medical, Dental and Vision Plan Payroll Deduction Costs* in this section

Dental Coverage

CIGNA Dental PPO plan

With CIGNA's dental PPO plan, you can visit any dentist or specialist in CIGNA's network of dentists. With the PPO plan, you and your family receive two kinds of dental coverage in one plan: in-network and out-of-network. In-network gives you maximum savings and convenience.

All services must be provided or authorized by one of the network general dentists on CIGNA's list. For even greater flexibility, you can use your out-of-network benefits and see any dentist you like.

Listing of health care providers

To receive a personalized directory of the most current information contact the insurance carrier or visit their website.

Don't forget to check that the dentist is accepting new patients, if they have recently relocated or if they're currently participating in the plan.

Reference: For information about contacting your dental plan carrier, refer to *AutoZone Plan Contacts* in Section IV.

Identification Cards

There is no identification card for the dental plan.

How to file a claim for non-PPO providers

Steps	Action
1.	Complete claim form by calling customer service or online.
2.	Attach itemized statements or bills from your dentist.
3.	Mail forms with attachments to: CIGNA, P.O. Box 9013, Sherman, TX 75091.

Note: Claims not filed within two years from the date a service is received will not be eligible for reimbursement.

Deductible

After you have met your deductible, you'll be reimbursed for all or part of your costs for covered procedures up to the annual dollar maximum.

Before your family annual deductible limit is considered to be met, the individual annual deductible must be met by two or more covered family members during a calendar year.

Continued on next page

Dental Coverage, Continued

**Dental Plan
Eligibility,
Enrollment and
Rates**

For information about the eligibility periods, refer to *Medical, Dental and Vision Plan Eligibility* in this section.

For information about enrollment and location of forms, refer to *Enrolling in AutoZone's Plans* in Section IV.

For information about the payroll deduction costs, refer to *Medical, Dental and Vision Plan Payroll Deduction Costs* in this section

**STARBRIDGE
Plan for Part
Time and
Newly Hired
AutoZoners**

Refer to the STARBRIDGE heading *Medical Coverage* in this section for more information on the STARBRIDGE dental plan for part time and new hires that are waiting to become eligible for AutoZone's major comprehensive plan.

The dental plan is offered with the vision plan as a stand alone program or in conjunction with the medical plan. It covers the most common preventive and basic procedures.

Vision Coverage

Vision Service Plan (VSP)

Vision Service Plan (VSP), who's providing the plan, is the nation's largest provider of eye care wellness benefits. A not-for-profit organization, VSP provides a full spectrum of high-quality services that focus solely on eye care.

VSP's entire network of more than 18,000 doctors is credentialed to comply with standards set by the Independent National Committee for Quality Assurance. It is a preferred provider network (PPO). This means you can use VSP's extensive nationwide network of doctors. However, you can also use doctors outside of the network.

Which plan is right for me – Plan A or Plan B?

If you enroll in plan A, you and your dependents are eligible for benefits every calendar year. If you enroll in Plan B, you and your dependents are eligible for benefits every other calendar year. You can decide which plan to choose based on how often you'll need to use the benefits. The co-payments for both plans are the same. The coverage for the two plans may vary.

Identification Cards

There is no identification card for the vision plan.

Listing of health care providers

To receive a personalized directory of the most current information contact the insurance carrier or visit their website.

Don't forget to check that the provider is accepting new patients, if they have recently relocated or if they're currently participating in the plan.

Reference: For information about contacting your vision plan carrier, refer to *AutoZone Plan Contacts* in Section IV.

How to file a claim for non-PPO providers

Steps	Action
1.	Pay the provider the full amount of the bill, and request a copy of the bill that shows the amount of the services provided.
2.	Send a copy of the itemized bill to VSP. Include the member's name, address, ssn, employer, group number and the patient's name, relationship to member and date of birth.

Note: Claims not filed within six months from the date a service is received will not be eligible for reimbursement.

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Vision Coverage, Continued

**Vision Plan
Eligibility,
Enrollment and
Rates**

For information about the eligibility periods, refer to *Medical, Dental and Vision Plan Eligibility* in this section.

For information about enrollment and location of forms, refer to *Enrolling in AutoZone's Plans* in Section IV.

For information about the payroll deduction costs, refer to *Medical, Dental and Vision Plan Payroll Deduction Costs* in this section

**STARBRIDGE
Plan for Part
Time and
Newly Hired
AutoZoners**

Refer to the STARBRIDGE heading under *Medical Coverage* in this section for more information on the STARBRIDGE vision plan for part time and new hires that are waiting to become eligible for AutoZone's major comprehensive plan.

The vision plan is offered with the dental plan as a stand alone program or in conjunction with the medical plan. It covers the most common preventive and basic procedures.

Medical, Dental, and Vision Plan Eligibility

Who is Eligible All full-time AutoZoners and eligible dependents are eligible to enroll in the AutoZone medical, dental, and vision plans.

All part time AutoZoners and eligible dependents and new hires, waiting to become eligible for AutoZone's major comprehensive plan, can enroll in the STARBRIDGE medical and/or dental and vision plans.

New Hire Eligibility Period

The following describes the eligibility period for new hires for the AutoZone medical, dental, and vision plans.

Full-Time Salaried Eligibility Period

90 days from the date of hire.

Note: This period includes hourly store managers and assistant store managers.

Full-Time Hourly Eligibility Period

12 months from the date of hire.

Part-Time to Full-Time

12 months from your full time date.

Note: AutoZoners within this eligibility period are, however, immediately eligible for the STARBRIDGE medical, dental, and vision plans.

Eligible Dependents

Eligible dependents include

- your spouse, unless otherwise state mandated
 - a recognized state mandated common-law spouse
 - unmarried natural and adopted children
 - stepchildren, and any other children related to you under the age of 19 who reside in your household, and are dependent on you for support.
-

Other Related Children Requirement

AutoZone requires documentation for other related children who depend on your support. Contact the AutoZoner Information Center to obtain information about the required documentation.

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Medical, Dental and Vision Plan Eligibility, Continued

Health Net of Arizona and Texas VSP Dependents Coverage

Health Net of Arizona HMO plan covers all eligible dependent children to age 25, regardless of full-time student status.

IMPORTANT: Texas VSP's vision plan covers all eligible dependent children to age 25, regardless of their full-time student status, and includes all eligible grandchildren.

Full-time students

Coverage for unmarried, dependent children who are full-time students continues to age 25. To be eligible full-time students must be in an accredited or licensed school.

To receive coverage for the full-time student, you must provide the AutoZoner Information Center with confirmation from the school that he/she is attending.

Send the confirmation to the AutoZoner Information Center by

- fax at 901-495-8335, or
 - e-mail to larry.reid@autozone.com.
-

When you can change your coverage

There are two times you can drop, add or change coverage options – during our annual open enrollment, or if you have a qualified family status change.

Annual open enrollment changes are effective on January 1.

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Medical, Dental, and Vision Plan Eligibility, Continued

What's a family status change? The IRS defines a qualified family status change as an event that occurs in your life that may affect your benefit choices. A family status change must occur in the same year as the request for the change.

If the request is:	Then the effective date is:
Within 30 days of the status change	The date of the qualifying status change.
After 30 days of the status change	The date when the AutoZoner Information Center receives the change request.

Qualified family status changes are listed below along with the documentation you'll need.

- Legal marital status change – marriage (marriage certificate), death of a spouse (death certificate), divorce, legal separation or annulment (final divorce or legal separation court decree).
- Number of dependents – birth (birth certificate or mother's copy), adoption, placement of adoption (copy of the initial court filing) or death (death certificate).
- Employment status – a termination or commencement of employment by the AutoZoner, spouse or dependent (letter from employer).
- Work schedule – a reduction or increase in hours of employment by the AutoZoner, spouse or dependent, including a switch between part-time and full-time employment, a strike or lockout, or commencement or return from an unpaid leave of absence (letter from employer).
- Unmarried dependent – event that causes an AutoZoner's dependent to satisfy or cease to satisfy the requirements for coverage due to age, student status or any similar circumstances provided in the health plan.
- Resident or worksite – a change in the place of residence or work of the AutoZoner, spouse or dependent that changes their current network area.
- Medicare or Medicaid entitlement – if an AutoZoner, spouse or dependent becomes entitled to coverage under Medicare or Medicaid, other than coverage consisting solely of obtaining pediatric vaccines, the AutoZoner can cancel coverage for themselves, their spouse or dependent.

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Medical, Dental and Vision Plan Eligibility, Continued

Mental Health and Parity Act of 1996

The Mental Health and Parity Act states that health plans cannot set annual or lifetime dollar limits on mental health benefits that are lower than any other limits for medical and surgical benefits.

This act does not apply to benefits for substance abuse or chemical dependency.

Women's Health and Cancer Act of 1998

In the case of a participant or beneficiary who is receiving benefits in connection with a mastectomy, coverage will be provided in a manner determined in consultation with the attending physician and the patient for

- all stages of reconstruction of the breast on which the mastectomy was performed
- surgery and reconstruction of the other breast to produce a symmetrical appearance, and
- prostheses and treatment of physical complications of the mastectomy, including lymphedema.

IMPORTANT: Deductibles and co-insurance limitations for the coverage of breast reduction benefits are consistent with those established for other benefits under the plan.

Medical Plan Comparison

BCBSIL PPO Plans The table below compares the BCBSIL PPO plans for Plan A, Plan B, and Plan C.

Coverage	In-Network			Out-of-Network		
	Plan A	Plan B	Plan C	Plan A	Plan B	Plan C
Annual Deductible	<ul style="list-style-type: none"> Individual-\$1,000 Family-\$3,000 	<ul style="list-style-type: none"> Individual-\$250 Family-\$750 	<ul style="list-style-type: none"> Individual-\$3,000 Family-\$6,000 	<ul style="list-style-type: none"> Individual-\$2,000 Family-None 	<ul style="list-style-type: none"> Individual-\$500 Family-\$1,500 	<ul style="list-style-type: none"> Individual-\$3,000 Family-\$6,000
Annual Out-of-Pocket Maximum	<ul style="list-style-type: none"> Individual-\$5,000 Family-\$15,000 		<ul style="list-style-type: none"> Individual-\$5,000 Family-\$10,000 	Individual and Family-Unlimited		Individual and Family - Unlimited
Pre-Existing Condition	12 months, all plans					
Lifetime Maximum	Unlimited, all plans					
In-Office Doctor Visits	\$25.00 co-pay Note: This is not applied to the out-of-pocket maximum, or the deductible		20%, after deductible	50%, after deductible		
Preventive Care	\$20.00 co-pay Note: This is not applied to the out-of-pocket maximum, or the deductible					
Inpatient Hospital	20% of eligible charges, after the program deductible			50% of eligible charges, after the program deductible		
Outpatient Surgery						
X-Ray and Lab						
Emergency Care	\$100.00 co-payment for all plans Note: This is not applied to the out-of-pocket maximum, or the deductible		20% of eligible charges, after the program deductible	See Plan A and B, In-Network		See Plan C, In-Network
Home Health Care	20% of eligible charges, after the program deductible			50% of eligible charges, after the program deductible		
Durable Medical Equipment						

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Medical Plan Comparison, Continued

BCBSIL PPO Plans (continued)

Coverage	In-Network			Out-of-Network		
	Plan A	Plan B	Plan C	Plan A	Plan B	Plan C
Maternity	<ul style="list-style-type: none"> • \$25.00 co-pay for the initial visit, not applied to out-of-pocket maximum, and • 20% of eligible charges, after the program deductible 		20% of eligible charges, after the program deductible	50% of eligible charges, after the program deductible		
Outpatient Rehabilitation	20% of eligible charges, after the program deductible Therapy Maximum—\$2,000					
Mental Health and Substance Abuse	20% of Eligible charges, after the program deductible Limited to 30 days inpatient Limited to 30 visits outpatient Combined In and Out-of-Network maximums					
Prescription Drugs	Non-mail order <ul style="list-style-type: none"> • Generic—\$15.00 co-pay • Brand Formulary—\$25.00 co-pay • Brand—\$50.00 co-pay Mail Order (90 Day Supply) <ul style="list-style-type: none"> • Generic—\$30.00 co-pay • Brand Formulary—\$50.00 co-pay • Brand—\$100.00 co-pay Note: This is not applied to the out-of-pocket maximum, or the deductible		Retail and Mail Order <ul style="list-style-type: none"> • Deductible: <ul style="list-style-type: none"> • Individual—\$300.00 • Family—\$600.00 • Generic—25%, after deductible • Formulary—50%, after deductible • Brand—75%, after deductible 	See Plan A and B, In-Network	See Plan C, In-Network	
Chiropractic Services	<ul style="list-style-type: none"> • 20% of eligible charges, after the program deductible, and • \$500.00 per year maximum 			<ul style="list-style-type: none"> • 50% of eligible charges, after the program deductible, and • \$500.00 per year maximum 		

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Medical Plan Comparison, Continued

Non-BCBSIL Plans The table below compares the non-BCBSIL co-payment plans.

Coverage	Kaiser Permanente	Health Net California	Health Net Arizona
Annual Deductible	None		
Annual Out-of-Pocket Maximum	<ul style="list-style-type: none"> • Individual—\$1,500 • Family—\$3,000 	<ul style="list-style-type: none"> • Individual—\$1,500 • AutoZoner & Spouse—\$3,000 • Family—\$4,500 	\$2,000 per person, inpatient co-pay maximum
Pre-Existing Condition	None		
Lifetime Maximum	Unlimited		
In-Office Doctor Visits/ Outpatient Doctor Visits	\$20.00 co-pay		
Preventive Care	<ul style="list-style-type: none"> • \$20.00 co-pay • \$5.00 co-pay for prenatal care through age 2 	\$20.00 co-pay	\$20.00 co-pay
Inpatient Hospital	\$250.00 co-pay, per admission, if admitted	\$350.00 co-pay	<ul style="list-style-type: none"> • \$200.00 co-pay, per admission, if admitted • Limited to the first 5 days
Outpatient Surgery	\$20.00 co-pay	\$350.00 co-pay	\$15.00 per visit
X-Ray and Lab	No Charge		<ul style="list-style-type: none"> • No Charge-Physician's office • \$10.00, per visit for independent freestanding facility • \$100.00 per hospital visit
Emergency Care	\$50.00	\$75.00	\$100.00
Durable Medical Equipment	20% of eligible charges	No Charge	
Maternity	<ul style="list-style-type: none"> • \$5.00 co-pay for office visits • \$250.00 co-pay for delivery 	<ul style="list-style-type: none"> • \$20.00 co-pay for office visits • \$350.00 co-pay for delivery 	<ul style="list-style-type: none"> • \$20.00 co-pay for office visits • \$200.00 co-pay, per delivery • 5 days per admission

Continued on next page

Medical Plan Comparison, Continued

Non-BCBSIL Plans (continued)

Coverage	Kaiser Permanente	HealthNet California	HealthNet Arizona
Outpatient Rehabilitation	No Charge; limited to 100 days per calendar year	\$20.00 co-pay	<ul style="list-style-type: none"> • \$200.00 co-pay per day for Inpatient; maximum of 5 days per admission • \$20.00 co-pay per Outpatient visit
Mental Health & Substance Abuse Note: Refer to Health Plan for Substance Abuse Treatment Coverage	<ul style="list-style-type: none"> • \$250.00 co-pay per session for Inpatient care; 30 days per year • \$20.00 co-pay per Outpatient visit; 20 Outpatient visits per year. <p>IMPORTANT: Mental Health Parity (AB88) requires that certain severe mental conditions not have any limitations on visits.</p>	Contact MHN (888-426-0030) for treatment options. Treatment varies by mental health condition.	<ul style="list-style-type: none"> • \$200.00 co-pay per day for Inpatient care; 5 days per admission; 30 days per year • \$25.00 co-pay per individual Outpatient visit, or \$12.50 co-pay per group Outpatient visit; 20 visits per year.
Prescription Drugs	<p>Non-Mail Order</p> <ul style="list-style-type: none"> • Generic—\$10.00 co-pay • Brand—\$25.00 co-pay <p>Same co-pay for Mail Order (100 day supply)</p>	<p>Non-Mail Order</p> <ul style="list-style-type: none"> • Generic—\$10.00 co-pay • Brand formulary—\$20.00 co-pay • Brand non-formulary—\$35.00 co-pay <p>Mail Order (90 day supply)</p> <ul style="list-style-type: none"> • Generic—\$20.00 co-pay • Brand formulary—\$40.00 co-pay • Brand non-formulary—\$70.00 co-pay 	<p>Non-Mail Order</p> <ul style="list-style-type: none"> • Generic—\$15.00 co-pay • Brand—\$30.00 co-pay • Non-preferred—\$50.00 co-pay; includes self-injectibles <p>Mail Order (93 day supply)</p> <ul style="list-style-type: none"> • Generic—\$45.00 co-pay • Brand—\$90.00 co-pay • Non-preferred—\$150.00 co-pay
Chiropractic Services	<ul style="list-style-type: none"> • \$15.00 co-pay per visit • 30 visits per calendar year 	<ul style="list-style-type: none"> • \$10.00 co-pay per visit • 30 visits per calendar year 	<ul style="list-style-type: none"> • \$20.00 co-pay per visit • 12 visits per calendar year

Dental Plan Comparison

Dental Plans

The table below compares the co-payments for AutoZones In- and Out-of-Network PPO dental plan.

Coverage	CIGNA In-Network	CIGNA Out-of-Network
Annual Deductible	<ul style="list-style-type: none"> • Individual—\$50.00 • Family—\$100.00 maximum 	
Calendar Year Maximum	\$1,500 per person; excludes deductible	\$1,000 per person; excludes deductible
Preventive Care <ul style="list-style-type: none"> • Oral Exams • Cleanings 	100%; no deductible	
Basic Restorative Care <ul style="list-style-type: none"> • Fillings • Root Canal 	75%, after deductible	50%, after deductible
Major Restorative Care <ul style="list-style-type: none"> • Crowns • Dentures 	60%, after deductible	50%, after deductible
Orthodontia	<ul style="list-style-type: none"> • 50% • no separate deductible • \$1,500 lifetime maximum 	<ul style="list-style-type: none"> • 50% • no separate deductible • \$1,000 lifetime maximum

Vision Plan Comparison

Vision Plans

The table below compares the co-payments for AutoZone's In- and Out-of-Network PPO vision plan.

Coverage	Vision In-Network	Vision Out-of-Network
Eye Examination	\$5.00 co-pay	Up to \$35.00
Single-Vision Lenses	<ul style="list-style-type: none"> • \$10.00 co-pay, and • non-covered options 	Up to \$25.00/pair
Bifocal Lenses		Up to \$40.00/pair
Trifocal Lenses		Up to \$55.00/pair
Lenticular Lenses		Up to \$80.00/pair
Spectacle Lens Tints	No Charge (Plan A Only)	Up to \$5.00 (Plan A Only)
Frames	Equal to \$100–\$120 retail	Up to \$35.00/pair
Medically Necessary Contact Lenses	\$15.00 co-pay For <ul style="list-style-type: none"> • materials • fitting, and • evaluation 	Up to \$210.00
Elective Contact Lenses	\$110.00 allowance for <ul style="list-style-type: none"> • materials • fitting, and • evaluation <p>Note: Elective contact lenses are chosen instead of lenses and frames.</p>	Up to \$105.00 for <ul style="list-style-type: none"> • materials • fitting, and • evaluation <p>Note: Elective contact lenses are chosen instead of lenses and frames.</p>

Medical, Dental, and Vision Plan Payroll Deduction Costs

Introduction This topic describes the payroll deductions costs for the AutoZone medical, dental, and vision plans.

Payroll deduction costs for the STARBRIDGE plan can be found in the STARBRIDGE enrollment packet mailed directly to the home of all eligible AutoZoners.

Payroll Deduction Schedule All payroll deductions are pre-tax and taken before federal and Social Security taxes are calculated. Payroll deductions occur bi-weekly, except in Rhode Island.

BCBSIL Plan Deductions The table below lists the payroll deductions for the AutoZone BCBSIL medical plans.

Plan	AutoZoner Only	AutoZoner and Spouse	AutoZoner and Children	AutoZoner and Spouse With 2 or Less Children	AutoZoner and Spouse With 3 or More Children
BCBSIL Plan A Nonsmoker	\$37.60	\$78.96	\$71.45	\$114.63	\$124.58
BCBSIL Plan A Smoker	\$41.36	\$86.86	\$78.60	\$126.09	\$137.04
BCBSIL Plan B Nonsmoker	\$49.98	\$104.95	\$94.95	\$149.93	\$170.30
BCBSIL Plan B Smoker	\$54.98	\$115.45	\$104.45	\$164.92	\$187.33
BCBSIL Plan C Nonsmoker	\$15.25	\$32.04	\$29.00	\$31.29	\$48.80
BCBSIL Plan C Smoker	\$16.78	\$35.24	\$31.90	\$34.42	\$53.68

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Medical, Dental, and Vision Plan Payroll Deduction Costs, Continued

Non-BCBSIL Plan Deductions

The table below lists the payroll deductions for the AutoZone non-BCBSIL medical plans.

Plan	AutoZoner Only	AutoZoner and Spouse	AutoZoner and Children	Family
Kaiser HMO	\$43.40	\$91.15	\$82.46	\$130.21
Health Net of California	\$44.43	\$93.31	\$84.43	\$133.30
Health Net of Arizona	\$48.22	\$101.25	\$91.61	\$144.64

Dental and Vision Plan Deductions

The table below lists the payroll deductions for the AutoZone dental and vision plans.

Plan	AutoZoner Only	AutoZoner Family
Dental PPO (Less than 12 Months of Service)	\$7.79	\$18.68
Dental PPO (More than 12 Months of Service)	\$3.12	\$7.48
Vision Plan A	\$5.33	\$11.55
Vision Plan B	\$2.65	\$5.76

Section II

Life Insurance and Disability Plans

Overview

Introduction This section provides a detailed description of AutoZone's Life Insurance and Disability Plans.

In this Section This section contains the following topics.

Topic	See Page
Basic Life Insurance Coverage	29
Optional and Dependent Life Insurance Coverage	32
Accidental Death and Dismemberment Coverage	35
Short-Term Disability Plan	37
Long-Term Disability Plan	40
Disability, Life, and AD&D Plan Payroll Deduction Costs	42

Basic Life Insurance Coverage

Basic Life Coverage

AutoZone provides basic life insurance for all full-time AutoZoners.

The coverage amount is:

- \$20,000 for full-time hourly AutoZoners, and
 - 2 times the annual base salary, excluding stock options, including bonus and commission for full-time salaried AutoZoners, including hourly store managers and assistant managers.
-

Eligibility Period

Salaried Eligibility Period

On the date of hire or full-time status change.

Note: This includes hourly store managers and assistant store managers.

Hourly Eligibility Period

30 days from the date of hire or full-time status change.

Enrollment

You are automatically covered after meeting the eligibility requirements.

Beneficiaries

You must complete a beneficiary designation form. Life insurance benefits will be paid to your estate if you do not designate a beneficiary. You can change your beneficiary at any time by completing a new beneficiary form. The effective date is the date the request is signed. If you name more than one beneficiary, they'll share equally unless you state otherwise.

Reference: For information on completing the beneficiary form, refer to, *Enrolling in the AutoZone Plans* in Section IV.

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Basic Life Insurance Coverage, Continued

Rates

AutoZone pays all of the cost. However, if your coverage is over \$50,000, AutoZone is required by the IRS to report it as part of your taxable income. This may cause a slight increase in the amount of taxes withheld from your paycheck.

Reference: Refer to the IRS table under *Disability, Life and AD&D Plan Payroll Deduction Costs* in this section to calculate the amount of taxes that will be taken out of your check for every \$1,000 of coverage over \$50,000.

Work/Life Program

AutoZoners and their immediate family members who meet the eligibility requirements can participate in the UNUMProvident work/life program. The work/life program provides comprehensive resource information for a wide-range of topics and issues, such as:

- work and health issues
 - taking care of older adults
 - financial issues
 - marriage and family issues
 - education needs
 - legal needs
 - parenting and child care
 - addiction and recovery programs
 - real estate agent needs, and
 - information about buying and leasing cars.
-

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Basic Life Insurance Coverage, Continued

24 Hour Work/Life Assistance UNUMProvident provides assistance 24 hours a day, seven days a week. The types of assistance are described in the table below.

Type of Assistance	Description
Telephone Consultation	AutoZoners can speak confidentially with a consultant to help clarify issues, sort through options, and contact various services in the community.
Face-to-Face Consultation	UNUMProvident can arrange for AutoZoners to have three in-person, face-to-face sessions with a counselor, if needed.
Tips on Tape	UNUMProvident comprehensive audio library offers over 500 practical tips on a wide range of life issues. To access Tips on Tape, call 800-815-3710, and use access code 9780.
Online Resources	UNUMProvident provides Web access to over 200 specific resource rooms, consultants, and interactive tools. AutoZoners will also be able to order free booklets and tapes through this service. To access the online resources, go to www.lifebalance.net , and enter the User ID and Password <i>lifebalance</i> .

Basic Life Percentage Reduction Based on Age After the ages of 65, 70 and 75, there will be a percentage reduction of your pre-65 coverage.

Continuation of Coverage During Injury or Sickness If you are not working and are on an approved leave of absence due to injury or sickness, AutoZone will continue to pay the premium, for up to 12 months.

Continuation of Coverage if Coverage Terminates If your coverage terminates, you may be eligible to continue your term coverage if you apply within 31 days after your life insurance ceases.

Contact UNUMProvident for an application and complete details.

Reference: For information about contacting UNUMProvident, refer to *AutoZone Plan Contacts* in Section IV.

Optional and Dependent Life Insurance Coverage

Optional Coverage

You can purchase additional term life insurance for you and your dependents. No health questionnaire is required if you enroll as soon as you become eligible and your basic and supplemental coverage does not exceed the lesser of 4 x's annual earnings or \$1MM.

The plan allows eligible AutoZoners to purchase up to one, two, or three times their annual earnings, with a maximum of \$1 million or 4 x's their annual earnings for basic and supplemental coverage, without evidence of insurability, and \$5 million with evidence of insurability.

Definition of Earnings

The definition of earnings with:

One or more calendar years of service	Less than one calendar year of service
Actual annualized earnings from the prior calendar year, excluding stock options, plus actual commissions and bonuses received.	Actual annualized earnings in the current calendar year, excluding stock options, plus actual commissions and bonuses received.

Spouse Coverage

The coverage for a spouse is a selection of \$20,000, \$30,000, \$40,000, or \$50,000, not to exceed 100% of your combined life coverage.

You cannot elect a coverage amount for a spouse or dependents that is higher than your own coverage amount.

For example, if your basic life insurance, plus any optional life insurance coverage equals \$25,000, the spouse or dependent's coverage cannot be higher than \$25,000.

Dependent Coverage

The coverage for a dependent is a selection of \$5,000 or \$10,000.

IMPORTANT: AutoZoners must be insured under the plan in order to elect dependent coverage. Dependent coverage from live birth to 6 mo. is \$1,000.

Eligibility Periods

Salaried Eligibility Period

90 days from the date of hire or full-time status change.

Note: This includes hourly store managers and assistant store managers.

Hourly Eligibility Period

6 months from the date of hire or full-time status change.

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Optional and Dependent Life Insurance Coverage, Continued

Enrollment For information on enrolling in the Optional and Dependent Life Insurance plan, refer to, *Enrolling in the AutoZone Plans* in Section IV.

Rates For information on Optional and Dependent Life Insurance plan rates, refer to *Disability, Life, and AD&D Plan Payroll Deduction Costs*, in this section.

Beneficiaries You must complete a beneficiary designation form. Life insurance benefits will be paid to your estate if you do not designate a beneficiary. You can change your beneficiary at any time by completing a new beneficiary form. The effective date is the date the request is signed. If you name more than one beneficiary, they'll share equally unless you state otherwise.

Reference: For information on completing the beneficiary form, refer to, *Enrolling in the AutoZone Plans* in Section IV.

Continuation of Coverage During Injury or Sickness If your coverage terminates, you may be eligible to continue your coverage if you apply within 31 days after your life insurance ceases.

Contact UNUMProvident for an application and complete details.

Reference: For information about contacting UNUMProvident, refer to *AutoZone Plan Contacts* in Section IV.

Eligible Dependents

Eligible dependents are defined as:

- Your lawful spouse, including a legally separated spouse. You may not cover your spouse as a dependent if your spouse is enrolled for coverage as an employee.
- Your unmarried children from live birth but less than age 19. Stillborn children are not eligible for coverage.
- Your unmarried dependent children age 19 or over but under age 25 are also eligible if they are full-time students at an accredited school.

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

Continued on next page

Optional and Dependent Life Insurance Coverage, Continued

When you can change your coverage

There are two times you can change your coverage options – during our annual open enrollment, or if you have a qualified family status change. Family status changes must be made within 31 days of the status change and must occur in the same year as the request for the change.

Note: An evidence of insurability form is required to be completed if you:

- Increase your option greater than one level or for any amount over \$1MM or 4x's your annual earnings (basic and optional combined)
- Add a dependent that was previously eligible

Reference: For more information on what a family status change is, refer to *Medical, Dental and Vision Plan Eligibility*, in Section I.

Definition of Earnings

The definition of earnings with:

One or more calendar years of service	Less than one calendar year of service
Actual annualized earnings from the prior calendar year, excluding stock options, plus actual commissions and bonuses received.	Actual annualized earnings in the current calendar year, excluding stock options, plus actual commissions and bonuses received.

Continuation of Coverage if Coverage Terminates

If your coverage terminates, you may be eligible to continue your coverage if you apply within 31 days after your insurance ceases.

Contact UNUMProvident for an application and complete details.

Reference: For information about contacting UNUMProvident, refer to *AutoZone Plan Contacts* in Section IV.

Accidental Death and Dismemberment Coverage

AD&D Plan AutoZone's Accidental Death and Dismemberment (AD&D) coverage is a voluntary benefit plan provided through UNUMProvident.

You have the option to purchase one, two, or three times annual earnings to a maximum of \$1,500,000 in AD&D coverage for yourselves. Family coverage is also available. Spouse coverage is 50% up to \$750,000 and 10% up to \$50,000 for children.

The UNUMProvident coverage provides additional coverage against any covered accident that results in the loss of life, sight or limb.

Eligibility Period The following describes the eligibility period for the AD&D plan.

Salaried Eligibility Period

90 days from the date of hire or full-time status change.

Note: This includes hourly store managers and assistant store managers.

Hourly Eligibility Period

6 months from the date of hire or full-time status change.

Enrollment and Beneficiaries For information on enrolling in the AD&D plan, refer to *Enrolling in the AutoZone Plans* in Section IV.

You must also complete a beneficiary designation form. AD&D insurance benefits will be paid to your estate if you do not designate a beneficiary. You can change your beneficiary at any time by completing a new beneficiary form. The effective is the date the request is signed. If you name more than one beneficiary, they'll share equally unless you state otherwise.

Percentage Reduction based on Age After the ages of 65, 70 and 75, there will be a percentage reduction of your pre-65 coverage.

Rates For information on the AD&D rates refer to *Disability, Life, and AD&D Plan Payroll Deduction Costs*, in this section.

Accidental Death and Dismemberment Coverage, Continued

When you can change your coverage

There are two times you can change your coverage options – during our annual open enrollment, or if you have a qualified family status change. Family status changes must be made within 31 days of the status change and must occur in the same year as the request for the change.

Reference: For more information on what a family status change is, refer to *Medical, Dental and Vision Plan Eligibility*, in Section I.

Continuation of Coverage During Injury or Sickness

If you are not working and are on an approved leave of absence due to injury or sickness, you can continue your coverage for up to 12 weeks as long as you pay your premiums.

Definition of Monthly Earnings

The definition of monthly earnings with:

One or more calendar years of service	Less than one calendar year of service
Monthly earnings are the actual annualized earnings from the prior calendar year, excluding stock options, plus actual commissions and bonuses received, divided by 12.	Monthly earnings are the actual annualized earnings in the current calendar year, excluding stock options, plus actual commissions and bonuses received, divided by 12.

Eligible Dependents

Eligible dependents are defined as:

- Your lawful spouse, including a legally separated spouse. You may not cover your spouse as a dependent if your spouse is enrolled for coverage as an employee.
- Your unmarried children from live birth but less than age 19. Stillborn children are not eligible for coverage.
- Your unmarried dependent children age 19 or over but under age 25 are also eligible if they are full-time students at an accredited school.

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

Short-Term Disability Plan

STD Plan Design

The Short-Term Disability (STD) plan design covers injuries or illness that temporarily prevents AutoZoners from performing normal duties. The company-provided STD plan includes a continuous disability benefit.

All full-time AutoZoners who have been continuously employed full-time for a minimum of 6 months, are eligible for the new STD plan. Enrollment is automatic, and coverage begins after meeting the eligibility requirements.

Note: STD does not cover any disability caused by, contributed by or resulting from an occupational sickness or injury, unless it cannot be covered by Workers' Compensation.

AutoZone-Provided STD Coverage

The STD AutoZone-provided coverage includes the following.

Full-Time Hourly AutoZoner Coverage

Full-time hourly AutoZoners with 6 to 12 months of continuous full-time service will receive five days of STD, paid at 75 percent of their earnings. After the 12 months of full-time service, AutoZoners will receive another five days of STD, paid at 75 percent of their earnings.

AutoZoners will then receive 10 days of STD, paid at 75 percent, at the beginning of each year.

Full-Time Salaried AutoZoner Coverage

Full-time salaried AutoZoners, including hourly store managers and assistant store managers with 6 to 12 months of continuous service, will receive five days of full pay. After the 12 months of full-time service, full-time salaried AutoZoners will receive another five days of full pay.

AutoZoners will receive 10 days of STD at full pay at the beginning of each year.

Hourly AutoZoner Waiting Period

There is a two-day waiting period for hourly AutoZoners. Benefits will begin on the third day. If you're hospitalized, benefits begin immediately.

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Short-Term Disability Plan, Continued

Fully-Insured AutoZone Provided STD

Full-time hourly AutoZoners who have 6 months of continuous full-time service, and full-time salaried (including hourly store managers and assistant store managers) AutoZoners who have 90 days of continuous full-time service, will be paid STD coverage of continuous disability from day 14, up to 90 days, at \$150.00 per week.

This fully insured plan is managed by UNUMProvident.

Optional STD Plan

AutoZoners have the option to voluntarily purchase an increase in STD pay of 60 percent of base rate weekly earnings, up to a maximum of \$2,500 per week.

This optional STD plan is managed by UNUMProvident.

Rates

For information on the Optional STD pan rates, refer to *Disability, Life, and AD&D Plan Payroll Deduction Costs*, in this section.

STD Case Management

AutoZone has teamed with UNUMProvident to provide case management for STD claims that are over 14 days. Customer Care professionals work on dedicated teams, and have been trained in all facets of the following conditions handled by their team:

- short-term
 - maternity
 - cancer
 - cardiac
 - orthopedic
 - psychiatric, and general medical.
-

Initiating Case Management Coverage

An AutoZoner will notify UNUMProvident when expected to be away from work for 14 days or more. UNUMProvident will partner with the AutoZoner to enable him/her to return to the workforce on

- transitional work schedules, or
 - modification of workspace.
-

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Short-Term Disability Plan, Continued

STD New Hire Eligibility Period The following describes the waiting period for new hires for the STD plan:

Salaried Eligibility Period

90 days from the date of hire or full-time status change.

Note: This includes hourly store managers and assistant store managers.

Hourly Eligibility Period

6 months from the date of hire or full-time status change.

State Statutory STD Plans Those AutoZoners who live in NY, NJ, RI or CA may be entitled to receive disability payments under a state statutory STD Plan. Your gross disability payment may be reduced by the amount received from a state disability program.

Enrolling in the Optional STD Plan For information on enrolling in the optional STD plan, refer to *Enrolling in the AutoZone Plans* in Section IV.

When you can change your coverage There are two times you can change your coverage options – during our annual open enrollment, or if you have a qualified family status change. Family status changes must be made within 31 days of the status change and must occur in the same year as the request for the change.

Reference: For more information on what a family status change is, refer to *Medical, Dental and Vision Plan Eligibility*, in Section I.

Long-Term Disability Plan

LTD Plan Design The Long-Term Disability (LTD) plan is offered through UNUMProvident. LTD protects your income, and pays a percentage of your salary or wages, if an accident or illness leaves you unable to work for more than the required waiting period.

AutoZone-Provided LTD Coverage The LTD plan is company-provided for both hourly and salaried AutoZoners, including hourly store managers and assistant store managers, who are unable to work for more than 90 days.

The plan will pay 60 percent of your monthly earnings (including bonus and commissions), up to a monthly maximum of \$5,000 for hourly and \$15,000 for salaried, for two years.

AutoZone automatically enrolls all eligible AutoZoners in the new plan.

Optional LTD Plan AutoZoners have the option to voluntarily purchase an increase in LTD coverage to continue 60 percent of earnings, to age 65.

LTD Eligibility Period The following describes the eligibility period for new hires for the LTD plan.

Salaried Eligibility Period

90 days from the date of hire or full-time status change.

Note: This includes hourly store managers and assistant store managers.

Hourly Eligibility Period

6 months from the date of hire or full-time status change.

Enrolling in the Optional LTD Plan For information on enrolling in the optional LTD plan rates refer to *Enrolling in the AutoZone Plans* in Section IV.

Rates for the Optional LTD Plan For information on enrolling in the optional LTD plan refer to *Disability, Life, and AD&D Plan Payroll Deduction Costs*, in this section.

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Long-Term Disability Plan, Continued

Definition of Disabled You are disabled when UNUMProvident determines that you're limited from performing the material and substantial duties of your regular occupation due to your sickness or injury and have a 20% or more loss in your indexed monthly earnings due to the same sickness or injury.

Elimination Period This is a period of continuous disability, which must be satisfied before you're eligible to receive benefits from UNUMProvident.

Pre-existing Condition You have a pre-existing condition if you:

- received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 6 months just prior to your effective date of coverage for Hourly AutoZoners and 3 months for Salaried AutoZoners.
- The disability begins in the first 24 months after your effective date of coverage unless you have been treatment free for 12 consecutive months after your effective date of coverage for Hourly AutoZoners and 12 months after your effective date of coverage for Salaried AutoZoners.

Definition of Monthly Earnings The definition of monthly earnings with:

One or more calendar years of service	Less than one calendar year of service
Monthly earnings are the actual annualized earnings from the prior calendar year, excluding stock options, plus actual commissions and bonuses received, divided by 12.	Monthly earnings are the actual annualized earnings in the current calendar year, excluding stock options, plus actual commissions and bonuses received, divided by 12.

When you can change your coverage There are two times you can change your coverage options – during our annual open enrollment, or if you have a qualified family status change. Family status changes must be made within 31 days of the status change and must occur in the same year as the request for the change.

Reference: For more information on what a family status change is, refer to *Medical, Dental and Vision Plan Eligibility*, in Section I.

Disability, Life, and AD&D Plan Payroll Deduction Costs

Introduction This topic describes the payroll deduction costs for the AutoZone disability, accidental death and dismemberment, and life plans.

Payroll Deduction Schedule All payroll deductions are after-tax and occur bi-weekly, except in Rhode Island.

Disability Rates The table below lists the bi-weekly rates for the following:

- Optional Short-Term Disability (STD), and
- Optional Long-Term Disability (LTD)

Plan	Hourly	Salaried
STD Earnings less than \$35,000	\$.29 per \$100	\$.22 per \$100
STD Earnings more than \$35,000	\$.43 per \$100	\$.35 per \$100
LTD	\$.56 per \$100	\$.41 per \$100

Example: This example is for the bi-weekly payroll deduction for a 49 year-old hourly AutoZoner earning \$25,000 annually who elects both the optional STD and LTD plans.

STD (60% of earnings)

- $\$25,000 \div \$100 = \$250$
- $\$250 \times \$0.29 = \$72.50$, per year
- $\$72.50 / 26 = \2.79 , per bi-weekly pay check

LTD (60% earnings to age 65)

- $\$25,000 \div \$100 = \$250$
- $\$250 \times \$0.56 = \$140$, per year
- $\$140 \div 26 = \5.38 , per bi-weekly pay check

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Disability, Life and AD&D Plan Payroll Deduction Costs, Continued

Optional Life Rates (IRS age rated list)

The table below lists the optional life rates.

Age	Monthly Rate (Per \$1,000)
29 and Under	\$.10
30-34	\$.12
35-39	\$.14
40-44	\$.16
45-49	\$.24
50-54	\$.39
55-59	\$.62
60-64	\$.93
65-69	\$1.27
70 and Over	\$2.50

Example: This example is for a 49 year-old hourly AutoZoner earning \$25,000 annually who elects optional life at 2 times his earnings.

- $\$25,000 \times 2 = \$50,000$ optional coverage
- $\$50,000 \div \$1,000 = \$50$
- $\$50 \times \$.24 \times 12 \text{ months} = \144 , per year
- $\$144 \div 26 = \5.54 , per bi-weekly paycheck

Note: The total amount of coverage for this AutoZoner is \$70,000 (\$20,000 company provided portion plus the \$50,000 optional illustrated here).

Spouse Rates

The table below lists the actual bi-weekly rates for spouse coverage (no need to calculate).

Coverage	Bi-weekly Rate
\$20,000	\$2.22
\$30,000	\$3.32
\$40,000	\$4.43
\$50,000	\$5.54

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Disability, Life and AD&D Plan Payroll Deduction Costs, Continued

Dependent Rates

The table below lists the actual bi-weekly rates for dependent coverage (no need to calculate).

Coverage	Bi-weekly Rate
\$5,000	\$.61
\$10,000	\$1.23

Note: The dependent rates are the same regardless of the number of dependents.

AD&D Deductions

The rates for accidental death and dismemberment (AD&D) are

- \$.02 per \$1,000 for AutoZoner only, and
- \$.045 per \$1,000 for full family.

Example: This example is for a 49 year-old hourly AutoZoner earning \$25,000 annually who chooses family AD&D coverage at 1 times (\$25,000).

- $\$25,000 \div \$1,000 = \$25$
 - $\$25 \times .045 = \1.13
 - $\$1.13 \times 12 \text{ months} = \$13.50, \text{ per year}$
 - $\$13.50 \div 26 = \$.52, \text{ per bi-weekly paycheck}$
-

Section III 401(k) and Stock Purchase Plans

Overview

Introduction This section provides a detailed description of AutoZone's 401(k) and Stock Purchase plan.

In this Section This section contains the following topics.

Topic	See Page
401(k) Plan	46
Stock Purchase Plan	49

401(k) Plan

About the plan 401(k) is the name for a long-term investment and retirement savings plan. The plan is in place to encourage you to set money aside for retirement. The plan isn't a savings account. The money in your 401(k) can only be withdrawn when you're 59 and a half years old or because of a legal financial hardship.

Eligibility Period All AutoZoners who have been employed by AutoZone for a minimum of one year and are at least 21 years old are eligible.

Enrollment After you've met the eligibility requirements, Fidelity Investments, our plan record keeper, will send you an enrollment notice to your home address. To enroll, contact Fidelity Investments or visit their website.

Reference: For information about contacting Fidelity, refer to *AutoZone Plan Contacts* in Section IV.

Authorized Deductions You can authorize 1 to 25 percent of your yearly income to be deducted from your paychecks. Your contributions can't exceed the IRS limit of \$13,000 for 2004.

Your payroll deductions are a pre-tax deduction. It's taken before Federal and Social Security taxes are calculated. Because pre-tax deductions reduce the FICA taxable income, your Social Security benefits may be slightly reduced at the time of retirement, disability or death.

401(k) match AutoZone will contribute \$1 for every \$1 on the first 3% of pre-tax pay you save, 50 cents for every \$1 on the next 2% of pre-tax pay you save.

You are vested immediately in the company match. Being vested means you get to keep the company match. The matching is done every pay period.

Example: An AutoZoner who makes \$25,000 a year contributes 5% of pay:

\$1,250	AutoZoner contribution ($\$25,000 \times .05$)
<u>+\$1,000</u>	AutoZone matching contribution
	$\$25,000 \times .03 \times 100\% \text{ match} = \750
	$\$25,000 \times .02 \times 50\% \text{ match} = \250
\$2,250	Total annual contribution

Continued on next page

401(k) Plan, Continued

Changing your deductions You can change the deductions for your 401(k) at any time by contacting Fidelity Investments or by visiting their website. You'll see the change on your next paycheck.

Reference: For information about contacting Fidelity, refer to *AutoZone Plan Contacts* in Section IV.

Services available online or by calling Fidelity

The following plan services are available online or by calling Fidelity:

- Enroll in the plan
 - Request loans or withdrawals
 - Request investment and contribution changes
 - Request mutual fund prospectus
 - Request a full distribution or rollover distribution
 - Obtain current account, plan and educational information
-

Investment options offered

There are a broad range of investment options designed to meet your needs and level of risk including Freedom Funds that allow you to invest in a diversified portfolio based on your projected retirement age.

Hardship withdrawals

A hardship withdrawal is a return of your before-tax 401(k) savings and all earnings on those contributions to meet an immediate and heavy financial need. The only type of hardship withdrawal permitted under the plan is a safe harbor withdrawal, which is limited to the amount required to meet your need.

Request a hardship withdrawal form from Fidelity.

The withdrawal is allowed only for:

- College tuition
- Unpaid medical expenses
- Primary residence purchase
- Construction
- Prevent eviction from primary residence

Reference: For information about contacting Fidelity, refer to *AutoZone Plan Contacts* in Section IV.

Continued on next page

401(k) Plan, Continued

Rollovers

If you're rolling over assets from a qualified plan, you don't have to meet the eligibility requirements. However, you'll have to meet the eligibility period before you can begin to contribute to the plan. To get more information on how to roll your money over, contact Fidelity.

You'll need a letter of certification stating that you have a qualified rollover or account. You can get the letter from your current plan administrator or from an administrator at the bank where your account is currently held.

Reference: For information about contacting Fidelity, refer to *AutoZone Plan Contacts* in Section IV.

Loans

As an active 401(k) participant, you may request a loan from the plan. You may borrow up to 50% of your vested account balance. The minimum loan is \$1,000. Loan repayments will be made, plus interest, by payroll deduction on an after-tax basis. Contact Fidelity for more details.

Reference: For information about contacting Fidelity, refer to *AutoZone Plan Contacts* in Section IV.

Stock Purchase Plan

About the plan AutoZone stock is available to you at a 15% discount, and you don't have to pay a broker's fee. The plan lets you participate in the ownership of AutoZone.

Eligibility Period All AutoZoners who have been employed with AutoZone for a minimum of six months as of Jan. 1, April 1, July 1 or Oct. 1 are eligible.

Enrolling in the Plan You're eligible for enrollment after six months of services as of Jan. 1, April 1, July 1 or Oct. 1. You may enroll, re-enroll or change your deduction amount on these dates.

Location of Enrollment forms For information on enrolling in the Stock Purchase plan, refer to, *Enrolling in the AutoZone Plans* in Section IV.

Rates We compare the price of the stock at the beginning and end of each calendar quarter. Your cost is 85% of the lower of the two prices.

For Example: If the April 1 price is \$80 per share and the June 30 price per share is \$85, then the stock is available to you at \$68 per share:

$$\text{\$80 (lower price)} \times 85\% \text{ (your discount)} = \text{\$68 (your cost)}$$

Shares are purchased for you at the end of each quarter, using the funds in your account. The purchase is in whole-share units, with any excess funds being put toward your next quarter's purchase. You'll receive quarterly statements showing the purchase activity for your account.

How to purchase stock You purchase stock through payroll deductions. Dollars deducted are after-tax dollars and will accumulate until the end of the quarter. Deductions can be made in five dollar increments. You'll buy stock at a 15% discount.

If you are eligible for a bonus, you can make a once-a-year deduction from your bonus, providing it doesn't exceed your actual bonus or the plan limitations.

Continued on next page

Stock Purchase Plan, Continued

Changing your deductions

You can stop your deduction at any time. However, any new enrollments or changes to the payroll deduction amount can only be requested during an enrollment period.

Your deductions will stop at the beginning of the first pay period after the form is received. When you stop your deduction, you receive any funds that have accumulated in your account since your last quarterly stock purchase.

The stock you own stays in the plan unless you make a sale or certificate request.

Deduction Limits

You can deduct up to 10% of your last calendar year's W-2 earnings. If you haven't completed a full calendar year, you can deduct 10% of projected annual earnings, excluding any projected bonus. The maximum annual deduction is \$15,000.

Selling Stock

Before January 1, 2000	After January 1, 2000
You can sell stock at any time.	You may not sell stock until one year from the purchase date has passed. After that you may freely sell your stock.

Note: If you sell any stock, the income is subject to taxes. Refer to a tax preparation book or consult a tax advisor about the capital gains tax and effects of selling shares.

Stock Certificates

If you choose to participate in this program, no certificates will be issued unless you complete the Stock Certificate Request section of an enrollment form, otherwise, your accumulated stock will be held in your account.

Purchased before Jan. 1, 2000	Purchased after January 1, 2000
Can request a certificate at any time.	Can request a certificate after one year from the purchase date has passed. After that you may request a certificate at any time.

If you cease to be employed by AutoZone or its subsidiaries, then a stock certificate representing the shares you purchased under the plan will be sent to you after your termination date.

Section IV Enrolling in the AutoZone Plans

Overview

Introduction This section provides information about how to enroll in AutoZone's benefit plans. It also includes plan provider contact information and a benefits enrollment cost worksheet.

In this Section This section contains the following topics.

Topic	See Page
Enrolling in AutoZone's Plans	52
AutoZone Plan Contacts	53
Benefits Enrollment Cost Worksheet	54

Enrolling in AutoZone's Plans

Location of Enrollment Forms

The table below lists where to find enrollment forms for the medical, dental, vision, optional life and disability and stock purchase plans.

AutoZone Location	Where to Find Form
Stores	WITT-JR Forms E-mail System
Distribution Centers	Human Resources
Maintenance and Set-Up Crews	Inter-office Mail
<ul style="list-style-type: none">• Store Support Center• ALLDATA• Regional and Divisional Offices	Lotus Notes

STARBRIDGE

Starbridge will send an enrollment packet to the home address of all eligible AutoZoners.

AutoZone-Provided Life, STD and LTD Enrollment

AutoZoners do not need to enroll in these plans. AutoZone will automatically enroll you in the plans.

AutoZone 401(k) Plan

AutoZoners who have met the eligibility requirements, will receive an enrollment notice to their home address from Fidelity Investments.

AutoZone Plan Contacts

Introduction This topic provides policy numbers, telephone numbers and Web site addresses for

- all medical plans
- AutoZones dental and vision plans
- UNUMProvident's disability and life plans
- Starbridge Plan
- 401(k) plan

Who to Call The table below lists contact information for the AutoZone plans.

Plan Provider	Policy Number	Telephone	Website
BCBSIL	<ul style="list-style-type: none"> • Plan A–001436 • Plan B–001482 • Plan C–001523 	800-637-6917	www.bcbsil.com
Health Net of California	64285A	800-522-0088	www.healthnet.com
HealthNet of Arizona	M458	800-289-2818	www.health.net.com
Kaiser Permanente	<ul style="list-style-type: none"> • 225776, and • 38693 	800-464-4000	www.kaiserpermanente.org
CIGNA PPO Dental	2525802	888-336-8258	www.cigna.com
Vision Service Plan (VSP)	12079672	800-877-7195	www.vsp.com
UNUMProvident	<ul style="list-style-type: none"> • Term Life–367693 • STD–367693-001 • NY DBL – 589066 • NJ TDB – 589079 	866-568-2727	www.unumprovident.com
UNUMProvident Work/Life Program	N/A	800-854-1446	www.unumprovident.com/worklifebalance
STARBRIDGE	1792	800-308-5948	www.star-bridge.com
Fidelity Retirement Benefits	N/A	800-835-5095	www.401k.com
AutoZoner Information Center	N/A	1-800-311-6975 Fax: 901-495-8335	N/A

Benefits Enrollment Cost Worksheet

Worksheet

Attached is a copy of the Benefits Cost Worksheet to help you determine your payroll deduction, depending on the plans selected.

Enrollment Completed	Benefit Plan	Plan Selected	Deduction Per Check
<input type="checkbox"/>	Medical	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	Dental	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	Vision	<input type="text"/>	+
<input type="checkbox"/>	Optional Life	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	Dependent Life	<input type="text"/>	+
<input type="checkbox"/>	Spousal Life	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	AD&D	<input type="text"/>	+
<input type="checkbox"/>	Short Term Disability	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	Long Term Disability	<input type="text"/>	+
<input type="checkbox"/>	401(k) Plan	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	Stock Purchase Plan	<input type="text"/>	+
			=
	Total Benefits Cost Per Check		<input type="text"/>

Section V Other AutoZone Benefits

Overview

Introduction This section provides a detailed description of other benefits offered at AutoZone.

In this Section This section contains the following topics.

Topic	See Page
Severance Plan	56
Wal-Mart Prescription Discount	58
Adoption Assistance	59
Credit Union	60
GE Marketplace Discount	61
Matching Gift Program	62
Store Discount	63
Tuition Reimbursement	64
Vacation	65

Severance Plan

About the plan An AutoZoner who is terminated by AutoZone as a result of a reduction in our workforce or a discontinuance of any part of our business may be considered for severance pay under the Severance Pay Plan. Severance pay for any AutoZoner is entirely at AutoZone's discretion, based on the circumstances surrounding termination.

Eligibility All AutoZoners who have been continuously employed for one year and haven't waived eligibility may be eligible.

Exception: You won't be eligible if:

- you're covered by a collective bargaining agreement that doesn't provide eligibility
- you're under a written employment arrangement that doesn't provide eligibility
- you're terminated for any kind of poor work performance or activity, violation of company policy, not in the best interests of AutoZone, other AutoZoners or our customers
- you're offered other employment within AutoZone
- you resign, retire, die, become disabled or fail to return from a leave of absence
- you refuse to sign any release or other benefit acceptance agreement required by AutoZone; or
- you refuse to repay or return any property belonging to AutoZone

This list of exceptions is not all inclusive. There may be other instances which will cause you to lose eligibility for severance benefits.

Amount of Pay The amount of severance pay is based on position and length of service with the company and is entirely at AutoZone's discretion. It typically will be one week's pay for each whole year of service you've been with AutoZone.

Continued on next page

Severance Plan

**Plan
Administration
– Plan
Participants**

As a participant in the plan, you're entitled to certain rights and protections under the Employment Retirement Income Security Act of 1974 (ERISA).

You'll be notified by Human Resources if you are eligible for benefits. If you believe you're due a benefit and haven't been contacted, immediately write Human Resources and state the benefits you're claiming and reasons why you believe you're entitled to them. Human Resources must answer the claim within a reasonable length of time after it's received.

If you're denied a benefit, Human Resources will give you a written notice of the specific reasons you aren't eligible. You may then ask for a full and fair review of your case by the Benefits Committee. The Benefits Committee will review the initial denial and will give you a written decision within 60 days from the date you requested the review or within 120 days from your request if a hearing is necessary.

Send your written request to: AutoZone, Inc., attn: Benefits Committee, PO Box 2198, Dept. 8028, Memphis, TN 38101.

**Plan
Administration
-Fiduciaries of
the Plan**

ERISA imposes obligations upon the fiduciaries, the people who operate the plan. No one, including your employer or any other person, may fire or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA

**Denial of
Welfare Benefit**

If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered. Under ERISA, there are steps you can take to enforce these rights.

For example, if you request materials from the Benefits Committee and don't receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Benefits Committee to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials weren't sent because of reasons beyond the control of the administrator.

If you have a claim for benefits, which is denied or ignored, in whole or part, you may file suit in a state or federal court. 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 lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

Wal-Mart Prescription Discount

Discount Your AutoZone discount card entitles you to a discount on prescription drugs at Wal-Mart. You will get the best pharmacy value available in your market area. If you find your prescription for less somewhere else, tell the pharmacists.

Eligibility Period All AutoZoners are eligible on their date of hire.

How the program works

Step	Action
1.	Show your AutoZone discount card for identification purposes only. It is not a prescription card.
2.	Give the plan number – WMS1502H
3.	The pharmacist will price the prescription. It will be either the rate negotiated with AutoZone, or the pharmacy's price, whichever is less.
4.	You pay 100% of the prescription price.
5.	File a claim for reimbursement with your insurance.

Adoption Assistance

Coverage When you assume legal responsibility for a minor child, you may be eligible for expense reimbursement up to \$2,000 per child for court costs, medical, legal and agency fees.

It does not cover:

- Adoption of stepchildren,
 - Transportation for the adoptive parents,
 - Medical expenses incurred by the mother or,
 - Costs associated with finding a child to adopt.
-

Eligibility Period All AutoZoners who have been employed with AutoZone for 12 consecutive months are eligible.

Filing for Reimbursement

Steps	Action
1.	Contact the AutoZoner Information Center to obtain a reimbursement form.
2.	Complete the form and attach all of your itemized expenses and documentation including a copy of the adoption application and a copy of receipts and cancelled checks verifying payments of expenses.
3.	Send all the information to the AutoZoner Information Center.

Note: All reimbursements are considered taxable income and are reported on your W-2 form.

Credit Union

About the Credit Union

AutoZone offers you membership in Southern Security Federal Credit Union, a non-AutoZone credit union. You can join the credit union when you begin working for AutoZone. Credit union services include:

- Checking
- Christmas Club
- Savings Loan advantages
- Visa Deposits to the credit union can be made by payroll deduction,

Checking accounts are free. There is no service fee and no per-draft fee. Also, no minimal balance is required.

The credit union's lending services provide low-rate loans. Here are a few of the loans offered:

- Automotive
- Home equity
- First and second mortgage
- Personal Signature
- Boat
- Vacation Christmas/holiday
- Other vehicles – motorcycles, motor home, etc.

Eligibility Period

All AutoZoners are eligible on their date of hire.

Location of Enrollment Forms

You can get application forms from:

- Store Manager – Stores
- DC HR Manager – DC's
- All other – AutoZoner Information Center

You can also contact the Credit Union by calling 800-633-4128 or on-line at <http://www.southernsecurity.org>.

GE Marketplace Discount

Discount

The GE site features the GE appliance store which offers major appliances delivered direct to your home at up to 20% off typical retail prices. The website is www.register2buy.com. Your authorization code is “AutoZonespp.”

**Eligibility
Period**

All AutoZoners are eligible on their date of hire.

Matching Gift Program

About the program

The matching gift program encourages your contributions to tax-exempt, nonprofit, charitable organizations. Religious and political organizations are excluded.

Gifts may be made to more than one eligible organization. AutoZone will match individual contributions from a \$25 minimum up to a \$500 maximum to all organizations in any one fiscal year.

Eligibility Period

All AutoZoners who've been actively employed for at least 12 continuous months are eligible to participate.

Matching Gift Form

Contact Community Relations, Dept. 8000 for a Matching Gift form.

Store Discount

Discount Merchandise (except oil, antifreeze, Freon, spark plugs, VDP, Express Parts and marked-down items) can be purchased at a 20% discount off of the current retail price. Your manager will give you a discount card to present when checking out.

Eligibility Period All AutoZoners are eligible on their date of hire.

Tuition Reimbursement

About the plan The tuition reimbursement program is a great opportunity for you to go to school to continue your education. Whether you're working toward your degree or just trying to learn a new skill, AutoZone will help you reach your goal. You can take classes that will improve your current job performance or lead to possible advancement within AutoZone.

Eligibility Period This program is open to full time:

- SSC AutoZoners
- RMs, DMs
- RHRMs, DHRMs
- Recruiters
- Loss Prevention
- DC Management

Your performance records should show that you're a satisfactory worker or better. If you leave AutoZone, or you're terminated within one year after completing a course, you'll need to reimburse AutoZone.

Coverage If you complete a course with a C average or better:

AutoZone will pay	You will pay
Tuition and your registration fees for admittance up to \$2,000 on a pre-tax basis per fiscal year.	For books, parking and student activity fees.

Note: The date the class ends determines in which fiscal year it will be applied.

If you make a C minus or below, you won't be reimbursed. If you receive funds from another organization, like Veterans Administration, AutoZone will deduct the amount you received from the total cost of your tuition and pay you the balance. The courses are not considered taxable income.

How to Apply

Steps	Action
1.	Complete the application form obtained from the AIC.
2.	Upon approval from your manager, submit the application to AIC at least two weeks before classes begin.
3.	For reimbursement, within 30 days of completing the course, send a copy of your official transcript and receipts for tuition and fees to the AIC.

Vacation

Eligibility Vacation is based on the length of continuous full-time service with the company.

Length of Service	Vacation Benefit
One year of service	5 days
After one year of service	5 more days every Jan. and July. 1.
7 years of service	3 weeks
15 years of service	4 weeks

Carry over

Location	Carry Over
Store	Maximum of one week past March 1 of the next calendar year.
SSC, District Office Personnel and DC	Maximum of one week past January 1 of the next calendar year.

Two week example

May 1, 1993 – Full-time hire date
 May 1, 1994 – One week earned – (one year of service)
 July 1, 1994 – One week earned
 Jan. 1, 1995 – One week earned

Three week example

Jan. 1 to June 30 - Full-time hire date
 Jan. 1 - One week earned
 July 1 - Two weeks earned

Or

July 1 to Dec. 31 – Full-time hire date
 Jan. 1 – Two weeks earned
 July 1 – One week earned

Four week example

Jan. 1 – Two weeks earned
 July 1 – Two weeks earned

California AutoZoners Only

AutoZoners in California can carry up to 240 hours of vacation leave. After you have accumulated 240 vacation leave hours, your vacation earnings/accrual will stop until you have used some of those hours. 240 hours is what may be referred to as the “cap” on vacation leave.

Section VI Addendum

Overview

Introduction This section is an addendum to provide detailed information for AutoZoners who take a leave of absence and who experience a life event change. It also includes the general notice of COBRA and AutoZone's notice of privacy practices.

In this Section This section contains the following topics.

Topic	See Page
Taking A Leave of Absence	67
AutoZone Benefit Plans At a Glance	68
General Notice of COBRA	74
AutoZone, Inc., Notice of Privacy Practices	77

Taking A Leave of Absence

Benefit Plan	Paid Leave of Absence	Unpaid Leave of Absence
AutoZone Medical, Dental and Vision	Your premiums will continue to be deducted from your paycheck. If you are on a leave for more than 12 months, your coverage will be terminated and you'll be notified of your rights to continue coverage under COBRA.	You will need to make monthly payments equal to your payroll deduction amounts and send it to Benefits. If you are on a leave for more than 12 months, your coverage will be terminated and you'll be notified of your rights to continue coverage under COBRA.
401(k) plan	You will not be considered to have a period of severance if you return to work immediately upon the expiration of your leave. If you have an outstanding loan it will continue to be deducted from your paycheck.	You will not be considered to have a period of severance if you return to work immediately upon the expiration of your leave. Any outstanding loans will need to continue to be paid.
Stock Purchase Plan	Your deduction will continue to be deducted from your paycheck.	Your deduction stops and is continued when you return.
Company Provided Life	Coverage will continue during the first 12 months of your approved medical leave of absence. After this time, coverage will end. Contact carrier within 31 days to continue coverage.	Coverage will continue during the first 12 months of your approved medical leave of absence. After this time, coverage will end. Contact carrier within 31 days to continue coverage.
Optional Contributory, Dependent Life and AD&D Plans	Coverage will continue to be payroll deducted for the first 12 weeks. After this time coverage will end. Contact carrier within 31 days to continue coverage for Optional Dependent Life plans.	You will need to make payments equal to your payroll deduction amounts for the first 12 weeks and send it to Benefits for coverage to continue. After this time coverage will end. Contact carrier within 31 days to continue coverage for Optional and Dependent Life plans.
Short -Term and Long-Term Disability	You may apply for benefits if you have an injury or illness.	No benefits. Time on leave won't be counted toward eligibility for additional benefits.
Vacation	You will have all earned benefits at the time of. Time on leave won't be counted toward eligibility for additional benefits.	You will have all earned benefits at the time of leave. Time on leave won't be counted toward eligibility for additional benefits.

AutoZone Benefit Plans At A Glance

When you:	Medical, Dental & Vision	401(k)	Stock Purchase	Company Provided Life Insurance	Optional/ Dependent Life/AD&D	Short Term Disability	Long Term Disability
<i>Are Hired as a full-time AutoZoner</i>	Hourly: 12 months waiting period Salaried: 90 day waiting period Eligible for STARBRIDGE plan on date of hire.	One year of service; 21 years of age	Six months of service from your hire date. Quarterly enrollment as of Jan. 1, April 1, July 1 or Oct 1.	Hourly: 30 day waiting period Salaried: Immediate on date of hire	Hourly: 6 months from date of hire Salaried: 90 days from date of hire	Company provided self-insured plan: Hourly 6 to 12 months of continuous service, 5 days of 75% pay; 12 months another 5 days of 75% pay ; 2 day waiting period unless in hospital. Salaried: 6 to 12 months of continuous service, 5 days of full pay; 12 months, another 5 days of full pay. Company provided fully insured and optional plan: Hourly: 6 months from date of hire Salaried: 90 days from date of hire	Hourly: 6 months waiting period Salaried: 90 days waiting period
<i>Are Hired as a part-time AutoZoner</i>	Eligible for STARBRIDGE plan on date of hire.	One year of service; 21 years of age	Six months of service from your hire date. Quarterly enrollment as of Jan. 1, April 1, July 1 or Oct 1.	Not Eligible	Not Eligible	Not Eligible	Not Eligible
<i>Are rehired within one year of leaving the company</i>	30 days to enroll	Eligible and vested at same percentage as when you left.	30 days to reenroll	31 days to enroll (full-time only)	31 days to enroll (full-time only)	31 days to enroll in optional STD. Break doesn't count towards your accrual of additional benefits (full-time only)	31 days to enroll (full-time only)
<i>Become disabled</i>	See paid and unpaid leave of absence	If criteria's met, payments begin as soon as possible, after disability retirement date.	Not applicable	See paid and unpaid leave of absence	See paid and unpaid leave of absence.	Benefits payable based on earned short term disability. Work-related disabilities may be eligible for Workers' Compensation.	Claims for benefits reviewed and determined by insurance carrier.
<i>Change from full-time hourly to full-time salaried or full-time salaried to full-time hourly - refer to part-time benefits if you move to part-time</i>	No Change	No Change	No Change	Change in amount of coverage takes effect immediately.	No Change	Change in amount of coverage takes effect immediately.	Change in amount of coverage takes effect immediately.
<i>Change your place of residence</i>	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional - Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices - Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices - Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices - Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices - Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices - Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices - Lotus Notes

When you:	Adoption Assistance	Credit Union	Direct Deposit	Matching Gift Program	Tuition Reimbursement	Vacation
<i>Are Hired as a full-time AutoZoner</i>	12 months waiting period	Immediate on date of hire	Immediate on date of hire	12 months waiting period	Immediate on date of hire for select positions	12 months waiting period = 5 days; then 5 days every Jan. and July; >7 yrs = 3 weeks >15 yrs = 4 weeks
<i>Are Hired as a part-time AutoZoner</i>	12 months waiting period	Immediate on date of hire	Immediate on date of hire	12 months waiting period	Not Eligible	Not Eligible
<i>Are rehired within one year of leaving the company</i>	Immediately Eligible	You will need to reapply.	You will need to reapply.	Immediately Eligible	Immediately Eligible	Break in service doesn't count towards your accrual of additional benefits (full-time only)
<i>Become disabled</i>	Not applicable					
<i>Change from full-time hourly to full-time salaried or full-time salaried to full-time hourly -refer to part-time benefits if you moved to part-time</i>	No Change					
<i>Change your place of residence</i>	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - AZ people in Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - AZ people in Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - AZ people in Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - AZ people in Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - AZ people in Lotus Notes	Stores: SMS system DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - AZ people in Lotus Notes

When you:	Medical, Dental & Vision	401(k)	Stock Purchase	Company Provided Life Insurance	Optional/Dependent Life/AD&D	Short Term Disability	Long Term Disability
<i>Die</i>	Dependents - Health coverage continues for up to 36 months under COBRA. AutoZone provides 3 calendar months of coverage at no cost to dependents if covered prior to your death.	Your beneficiary will be entitled to receive your account balance.	A letter is sent to your beneficiary asking them if they want to sell the shares or receive a stock certificate.	Coverage will be paid to your designated beneficiary.	Coverage will be paid to your designated beneficiary.	Your benefits will end.	Eligible survivor of Autozoner who was receiving LTD, will receive benefit if it meets specific criteria.
<i>Get a divorce, legal separation or annulment</i>	Qualifies as Family Status Change - Within 30 days, can change coverage; effective date is event date. After 30 days, effective date is when request received by AIC. Notify within 60 days to receive COBRA continuation for ex-spouse.	Contact the AutoZoner Information Center	Not applicable	You may change your beneficiary	31 days to cancel any optional life and ad&d coverage on your spouse	Not applicable	Not applicable
<i>Get married</i>	Qualifies as Family Status Change - Within 30 days, can change coverage; effective date is event date. After 30 days, effective date is when request received by AIC.	You can designate your spouse as a beneficiary.	Not applicable	You can designate your spouse as a beneficiary.	You may purchase spouse and/or dependent life insurance and/or ad&d insurance within 31 days.	Not applicable	Not applicable
<i>Go on an authorized paid leave of absence</i>	Payroll deductions continue.	Loan payments will be continued to be deducted from your check.	Your deduction stops and is continued when you return.	Coverage continues during the first 12 months. After 12 months, coverage ends.	Coverage continues for the first 12 weeks. After 12 weeks, coverage ends.	Time on leave isn't counted towards eligibility for additional benefits. Earned short term disability paid for injury or illness.	Coverage continues.
<i>Go on an authorized unpaid leave of absence</i>	Send monthly payments equal to payroll deduction amounts to AutoZone Benefits.	Send monthly loan payments equal to your payroll deduction amounts to Fidelity.	Your deduction stops and is continued when you return.	Coverage continues for the first 12 months. After 12 months, coverage ends.	For first 12 weeks, send monthly payments equal to payroll deduction amounts. After 12 weeks, coverage ends - can convert to individual policy with insurance company requested within 31 days.	Time on leave doesn't count towards eligibility for additional benefits. Not eligible for short term disability.	Continues as long as payments are made.
<i>Go to Enroll</i>	Stores: WITT-JR DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - Lotus Notes	Contact Fidelity at (800)835-5095 or online at www.401k.com.	Stores: WITT-JR DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - Lotus Notes	Beneficiary designation forms: Stores: WITT-JR DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - Lotus Notes	Stores: WITT-JR DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - Lotus Notes	No enrollment necessary for company provided plans. Enroll for optional STD: Stores: WITT-JR DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - Lotus Notes	No enrollment necessary for company provided plan. Buy up for optional LTD: Stores: WITT-JR DCs, ALLDATA - HR SSC, regional & divisional offices & satellite locations - Lotus Notes
<i>Have a baby or adopt or place for adoption</i>	Qualifies as Family Status Change - Within 30 days.	Change beneficiary if necessary.	Not applicable	Change beneficiary if necessary.	Can enroll for life insurance for new child within 31 days.	Benefits payable based on earned short term disability.	Not applicable

When you:	Adoption Assistance	Credit Union	Direct Deposit	Matching Gift Program	Tuition Reimbursement	Vacation
<i>Die</i>	Your benefits will end.	Your benefits will end.	Your benefits will end.	Your benefits will end.	Your benefits will end.	Your benefits will end.
<i>Get a divorce, legal separation or annulment</i>	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
<i>Get married</i>	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
<i>Go on an authorized paid leave of absence</i>	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	You will have all of your earned benefits at the time of your leave. However, the time you're on leave won't be counted toward your eligibility for additional benefits.
<i>Go on an authorized unpaid leave of absence</i>	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	You will have all of your earned benefits at the time of your leave. However, the time you're on leave won't be counted toward your eligibility for additional benefits.
<i>Have a baby or adopt or place for adoption</i>	If you adopt a child, you may be eligible to apply.	Not applicable	Not Applicable	Not applicable	Not Applicable	Not Applicable

When you:	Medical, Dental & Vision	401(k)	Stock Purchase	Company Provided Life Insurance	Optional/Dependent Life & AD&D	Short Term Disability	Long Term Disability
<i>Have a dependent that no longer qualifies as a dependent</i>	Dependent is eligible for 36 months of COBRA coverage.	Not applicable	Not applicable	Not applicable	Need to cancel Dependent if covered under dependent life and ad&d plans within 31 days.	Not applicable	Not applicable
<i>Have a dependent that reaches over age 19 and is a full-time student</i>	Provide confirmation of full time student status from accredited school at time of enrollment or 30 days prior to dependent's 19th birthday.	Not applicable	Not applicable	Not applicable	Provide confirmation of full time student status from accredited school at time of enrollment or 30 days prior to dependent's 19th birthday.	Not applicable	Not applicable
<i>Have a spouse or dependent child that dies</i>	Remove your dependent from health coverage.	Change beneficiary if necessary.	Not applicable	Change beneficiary if necessary.	If covered under plan, notify AIC to file for benefits	Not applicable	Not applicable
<i>Leave the company</i>	Can continue coverage for up to 18 months under COBRA provisions.	Contact Fidelity.	Stock certificates sent, if not notified of request to sell.	Portability and conversion privileges. Apply within 31 days with carrier.	Portability and conversion privileges for Optional and Dependent life. Apply within 31 days with carrier.	Benefits end	Coverage ends unless currently receiving benefits from insurance carrier.
<i>Move from full-time to part-time</i>	Coverage from comprehensive plans terminates at the end of the payroll period of your part time status. COBRA will be offered. Eligible to enroll in STARBRIDGE plans.	No Change	The limits on deductions may change depending on earnings.	Coverage ends as of part-time status date	Coverage ends as of part-time status date	Coverage ends as of part-time status date	Coverage ends as of part-time status date
<i>Move from part-time to full-time</i>	Hourly: 12 month waiting period Salaried: 90 day waiting period	No Change	The limits on deductions may change depending on earnings.	Complete the beneficiary designation form.	Hourly: 6 month waiting period Salaried: 90 day waiting period	Benefit will begin to accrue from your full time date	Hourly: 6 month waiting Salaried: 90 day waiting period
<i>Need to change your coverage</i>	Changes can be made during: Annual enrollment or as Qualified Family Status Change	Changes can be made at any time.	Deductions can be stopped at any time. Enrollment changes can be done quarterly.	Changes can be made at any time.	Changes can be made during: Annual enrollment or as Qualified Family Status Change	STD Buy up plan – Changes can be made during: Annual enrollment or as Qualified Family Status Change	Changes can be made during: Annual enrollment or as Qualified Family Status Change
<i>Reach your 12 month anniversary</i>	Hourly AutoZoner eligible for comprehensive plans.	Eligible if 21 years of age or older.	No Change	No Change	No Change	Full-time Hourly: Earn another 5 days of 75 % pay Salaried: Earn another 5 days of full pay	No Change

When you:	Adoption Assistance	Credit Union	Direct Deposit	Matching Gift Program	Tuition Reimbursement	Vacation
<i>Have a dependent that no longer qualifies as a dependent</i>	Not applicable	Not applicable				
<i>Have a dependent that reaches over age 19 and is a full time student</i>	Not applicable	Not applicable				
<i>Have a spouse or dependent child that dies</i>	Not applicable	Make necessary changes to account information	Not applicable	Not applicable	Not applicable	Not applicable
<i>Leave the company</i>	You will no longer be eligible for the benefit.	You will no longer be eligible for the benefit.	You will no longer be eligible for the benefit.	You will no longer be eligible for the benefit.	Terminate within one year; you'll need to reimburse AutoZone.	You will no longer be eligible for the benefit.
<i>Move from full-time to part-time</i>	No Change	No Change	No Change	No Change	Coverage ends as of part-time status date	Coverage ends as of part-time status date
<i>Move from part-time to full-time</i>	No Change	No Change	No Change	No Change	Can apply if in the eligible group	Benefit will begin to accrue from your full-time date
<i>Need to change your coverage</i>	Not applicable	Changes can be made at any time.	Can change bank deposit location at any time.	Not applicable	Not applicable	Not applicable
<i>Reach your 12 month anniversary</i>	No Change	No Change	No Change	Eligible to participate	No Change	Full-time - 5 days

General Notice of COBRA Continuation Coverage Rights

Introduction

You are receiving this notice because you are eligible or will soon become covered under AutoZone's Medical and/or Dental and/or Vision benefit plans. This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan(s). The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan(s) when you would otherwise lose your group health coverage. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.** This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan(s) and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the Plan(s) Document from the Plan Administrator.

The Plan Administrator is AutoZone, Inc., PO Box 2198, Memphis, TN 38103, (901)495-7214. The Plan Administrator is responsible for administering COBRA continuation coverage.

COBRA Continuation Coverage

COBRA continuation coverage is a continuation of Plan(s) coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan(s) because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan(s), qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage, unless otherwise notified by the Plan Administrator.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan(s) because either one of the following qualifying events happens:

- (1) Your hours of employment are reduced, or
- (2) Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan(s) because any of the following qualifying events happens:

- (1) Your spouse dies;
- (2) Your spouse's hours of employment are reduced;
- (3) Your spouse's employment ends for any reason other than his or her gross misconduct;
- (4) Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
- (5) You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan(s) because of any of the following qualifying events happens:

- (1) The parent-employee dies;
- (2) The parent-employee's hours of employment are reduced;
- (3) The parent-employee's employment ends for any reason other than his or her gross misconduct;
- (4) The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
- (5) The parents become divorced or legally separated; or
- (6) The child stops being eligible for coverage under the Plan(s) as a "dependent child."

The Plan(s) will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or enrollment of the employee in Medicare (Part A, Part B, or both) the employer must notify the Plan Administrator of the qualifying event within 30 days following the date coverage ends.

For other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child) you must notify the Plan Administrator. The Plan(s) requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice and supporting documentation (i.e. divorce decree, marriage license, birth/adoption certificate) that identifies the qualifying event to: AutoZone Cobra Specialist, PO Box 2198, Memphis, TN 38103, (901) 495-7214.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that the Plan(s) coverage would otherwise have been lost.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of the employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan(s) is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, along with sending supporting documentation from the Social Security Administration, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination

and before the end of the 18-month period of COBRA continuation coverage. This notice along with supporting documentation from the Social Security Administration, should be sent to: AutoZone COBRA Specialist, PO Box 2198, Memphis, TN 38103, (901) 495-7214.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan(s) as a dependent child. **In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event, along with supporting documentation that identifies the qualifying event, within 60 days of the second qualifying event. This notice must be sent to: AutoZone COBRA Specialist, PO Box 2198, Memphis, TN 38103, (901) 495-7214.**

If You Have Questions

If you have questions about your COBRA continuation coverage, you should contact AutoZone COBRA Specialist, PO Box 2198, Memphis, TN 38103, (901) 495-7214 or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

AutoZone, Inc. Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL AND DENTAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices applies to the following entities, which are members of an organized health care arrangement and are referred to throughout this notice as “the OHCA members.”

AutoZone, Inc. Associates Medical Benefit Plan and Trust
AutoZone, Inc. Associates Dental Benefit Plan

This Notice describes how the OHCA members may use and disclose your protected health information. This Notice also sets out the OHCA members’ legal obligations concerning your protected health information and describes your rights to control and access your health information. The OHCA members all agreed to abide by the terms of this Notice. This Notice has been drafted in accordance with the HIPAA Privacy Rule, contained in the Code of Federal Regulations at 45 CFR Parts 160 and 164. Terms not defined in this Notice have the same meaning as they have in the HIPAA Privacy Rule.

Questions and Further Information. If you have any questions or want additional information about the Notice or the policies and procedures described in the Notice, please contact the OHCA members using the Contact Information provided at the end of this Notice.

THE OHCA MEMBER’S RESPONSIBILITIES

The OHCA members are required by law to maintain the privacy of your protected health information. They are obligated to provide you with a copy of this Notice setting forth the OHCA member’s legal duties and its privacy practices with respect to your protected health information. The OHCA members must abide by the terms of this Notice.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

The following is a description of when the OHCA members are permitted or required to use or disclose your protected health information.

Payment and Health Care Operations. The OHCA members have the right to use and disclose your protected health information for all activities that are included within the definitions of “payment” and “health care operations” as defined in the HIPAA Privacy Rule.

Payment. The OHCA members will use or disclose your protected health information to fulfill its responsibilities for coverage and providing benefits as established under the OHCA member’s Plan. For example, the OHCA members may disclose your protected health information when a provider requests information regarding your eligibility for benefits under the OHCA member’s Plan, or it may use your information to determine if treatment that you received was medically necessary.

Health Care Operations. The OHCA members will use or disclose your protected health information to support the OHCA member’s business functions. These functions include, but are not limited to: quality assessment and improvement, reviewing provider performance, licensing, business planning, and business development. For example, the OHCA members may use or disclose your protected health information: (i) to provide you with information about a disease management program; (ii) to respond to a customer service inquiry from you; (iii) in connection with fraud and abuse detection and compliance programs, or (iv) to survey you concerning how effectively the OHCA members are providing services, among other issues.

Business Associates. The OHCA members contract with service providers – called business associates – to perform various functions on its behalf. For example, the OHCA members may contract with a service provider to perform the administrative functions necessary to pay your medical or dental claims. To perform these functions or to provide the services, business associates will receive, create, maintain, use or disclose protected health information, but only after the OHCA members and the business associate agree in writing to contract terms requiring the business associate to appropriately safeguard your information.

Organized Health Care Arrangement. The OHCA members may share your protected health information with each other to carry out payment and health care activities.

Other Covered Entities. The OHCA members may use or disclose your protected health information to assist health care providers in connection with their treatment or payment activities, or to assist other covered entities in connection with certain health care operations. For example, OHCA members may disclose your protected health information to a health care provider when needed by the provider to render treatment to you, and the OHCA members may disclose protected health information to another covered entity to conduct health care operations in the areas of quality assurance and improvement activities, or accreditation, certification, licensing, or credentialing. This also means that the OHCA members may disclose or share your protected health information with other health care programs or insurance carriers (such as Medicare) in order to coordinate benefits, if you or your family members have other health insurance or coverage.

Required by Law. The OHCA members may use or disclose your protected health information to the extent required by federal, state or local law.

Public Health Activities. The OHCA members may use or disclose your protected health information for public health activities that are permitted or required by law. For example, they may use or disclose information for the purpose of preventing or controlling disease, injury, or disability, or it may disclose such information to a public health authority authorized to receive reports of child abuse or neglect. The OHCA members also may disclose protected health information, if directed by a public health authority, to a foreign government agency that is collaborating with the public health authority.

Health Oversight Activities. The OHCA members may disclose your protected health information to a health oversight agency for activities authorized by law. For example, these oversight activities may include audits; investigations; inspections; licensure or disciplinary actions; or civil administrative, or criminal proceedings or actions. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs, and government agencies that ensure compliance with civil rights laws.

Lawsuits and Other Legal Proceedings. The OHCA members may disclose your protected health information in the course of any judicial or administrative proceeding or in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized). If certain conditions are met, the OHCA members may also disclose your protected health information in response to a subpoena, a discovery request, or other lawful process.

Abuse or Neglect. The OHCA members may disclose your protected health information to a government authority that is authorized by law to receive reports of abuse, neglect, or domestic violence. Additionally, as required by law, if the OHCA members believe you have been a victim of abuse, neglect, or domestic violence, they may disclose your protected health information to a governmental entity authorized to receive such information.

Law Enforcement. Under certain conditions, the OHCA members also may disclose your protected health information to law enforcement officials for law enforcement purposes. These law enforcement purposes include, by way of example, (1) responding to a court order or similar process; (2) as necessary to locate or identify a suspect, fugitive, material witness, or missing person; or (3) as relating to the victim of a crime.

Coroners, Medical Examiners, and Funeral Directors. The OHCA members may disclose protected health information to a coroner or medical examiner when necessary for identifying a deceased person or determining a cause of death. The OHCA members also may disclose protected health information to funeral directors as necessary to carry out their duties.

Organ and Tissue Donation. The OHCA members may disclose protected health information to organizations that handle organ, eye, or tissue donation and transplantation.

Research. The OHCA members may disclose your protected health information to researchers when (1) their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your protected health information, or (2) the research involves a limited data set which includes no unique identifiers (information such as name, address, social security number, etc., that can identify you).

To Prevent a Serious Threat to Health or Safety. Consistent with applicable laws, the OHCA members may disclose your protected health information if disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. It also may disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

Military. Under certain conditions, the OHCA members may disclose your protected health information if you are, or were, Armed Forces personnel for activities deemed necessary by appropriate military command authorities. If you are a member of foreign military service, the OHCA members may disclose, in certain circumstances, your information to the foreign military authority.

National Security and Protective Services. The OHCA members may disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, and for the protection of the President, other authorized persons, or heads of state.

Inmates. If you are an inmate of a correctional institution or under the custody of a law enforcement official, the OHCA members may disclose your protected health information to the correctional institution or to a law enforcement official for: (1) the institution to provide health care to you; (2) your health and safety, and the health and safety of others; or (3) the safety and security of the correctional institution.

Workers' Compensation. The OHCA members may disclose your protected health information to comply with workers' compensation laws and other similar programs that provide benefits for work-related injuries or illnesses.

Disclosures to the Plan Sponsor. The OHCA members (or its health insurance issuers or HMOs) may disclose your protected health information to the plan sponsor.

Others Involved in Your Health Care. The OHCA members may disclose your protected health information to a friend or family member that is involved in your health care, unless you object or request a restriction (in accordance with the process described below under "Right to Request Restrictions"). The OHCA members also may disclose your information to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status, and location. If you are not present or able to agree to these disclosures of your protected health information, then, using professional judgment, the OHCA members may determine whether the disclosure is in your best interest.

Disclosures to the Secretary of the U.S. Department of Health and Human Services. The OHCA members are required to disclose your protected health information to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining the OHCA members compliance with the HIPAA Privacy Rule.

Disclosures to You. The OHCA members are required to disclose to you or your personal representative most of your protected health information when you request access to this information. The OHCA members will disclose your protected health information to an individual who has been designated by you as your personal representative and who has qualified for such designation in accordance with relevant law. Prior to such a disclosure, however, the OHCA members must be given written documentation that supports and establishes the basis for the personal representation. The OHCA members may elect not to treat the person as your personal representative if it has a reasonable belief that you have been, or may be, subjected to domestic violence, abuse, or neglect by such person; treating such person as your personal representative could endanger you; or the OHCA members interest to treat the person as your personal representative.

OTHER USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

Other uses and disclosures of your protected health information that are not described above will be made only with your written authorization. If you provide the OHCA members with an authorization, you may revoke the authorization in writing, and this revocation will be effective for future uses and disclosures of protected health information. However, the revocation will not be effective for information that the OHCA members have used or disclosed in reliance on the authorization.

CONTACTING YOU

The OHCA members (or its health insurance issuers, HMOs, or third-party administrators) may contact you about treatment alternatives or other health benefits or services that might be of interest to you.

YOUR RIGHTS

The following is a description of your rights with respect to your protected health information.

Right to Request a Restriction. You have the right to request a restriction on the protected health information the OHCA members use or disclose about you for payment or health care operations. You also have a right to request a limit on disclosures of your protected health information to family members or friends who are involved in your care or the payment for your care. You may request such a restriction using the Contact Information at the end of this Notice. The OHCA members are not required to agree to any restriction that you request. If the OHCA members agree to the restriction, they can stop complying with the restriction upon providing notice to you. Your request must include the protected health information you wish to limit, whether you want to limit the OHCA member's use, disclosure, or both, and (if applicable), to whom you want the limitation to apply (for example, disclosures to your spouse).

Right to Request Confidential Communications. If you believe that a disclosure of all or part of your protected health information may endanger you, you may request that the OHCA members communicate with you in an alternative manner or at an alternative location. For example, you may ask that all communications be sent to your work address. You may request a confidential communication using the Contact Information at the end of this Notice. Your request must specify the alternative means or location for communication with you. It also must state that the disclosures of all or part of the protected health information in a manner inconsistent with your instructions would put you in danger. The OHCA members will accommodate a request for confidential communications that is reasonable and that states that the disclosure of all or part of your protected health information could endanger you.

Right to Request Access. You have the right to inspect and copy protected health information that may be used to make decisions about your benefits. You must submit your request in writing. If you request copies, the OHCA members will charge you 25¢ as well as postage if you request copies to be mailed to you.

Note that under federal law, you may not inspect or copy the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding; and protected health information that is subject to law that prohibits access to protected health information. Depending on the circumstance, a decision to deny access may be reviewable. In some, but not all, circumstance, you may have a right to have this decision reviewed.

Right to Request an Amendment. You have the right to request an amendment of your protected health information held by the OHCA members if you believe that information is incorrect or incomplete. If you request an amendment of your protected health information, your request must be submitted in writing using the Contact Information at the end of this Notice and must set forth a reason(s) in support of the proposed amendment.

In certain cases, the OHCA members may deny your request for an amendment. For example the OHCA members may deny your request if the information you want to amend is accurate and complete or was not created by the

OHCA members. If the OHCA members deny your request, you have the right to file a statement of disagreement. Your statement of disagreement will be linked with the disputed information and all future disclosures of the disputed information will include your statement.

Right to Request an Accounting. You have the right to request an accounting of certain disclosures the OHCA members have made of your protected health information. You may request an accounting using the Contact Information at the end of this Notice. You can request an accounting of disclosures made up to six years prior to the date of your request, except that the OHCA members are not required to account for disclosures made prior to April 14, 2003. You are entitled to one accounting free of charge during a twelve-month period. There will be a charge to cover the OHCA members costs for additional requests within that twelve-month period. The OCHA members will notify you of the cost involved and you may choose to withdraw or modify your request before any costs are incurred.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this Notice, even if you have agreed to accept this Notice electronically. To obtain such a copy, please contact the OHCA members using the Contact Information at the end of this Notice.

COMPLAINTS

If you believe the OHCA members have violated your privacy rights, you may complain to the OHCA members or to the Secretary of the U.S. Department of Health and Human Services. You may file a complaint with the OHCA members using the Contact Information at the end of this Notice. The OHCA members will not penalize for filing a complaint.

CHANGES TO THIS NOTICE

The OHCA members reserves the right to change the provisions of this Notice and make the new provisions effective for all protected health information that it maintains. If the OHCA members makes a material change to this Notice, it will provide a revised Notice to you at the address that the OHCA members have on record for the participant enrolled in the Plan.

EFFECTIVE DATE

This Notice of Privacy Practices became effective on April 14, 2003.

CONTACT INFORMATION

To exercise any of the rights described in this Notice, for more information, or to file a complaint, please contact:

AutoZone Benefits Director
P.O. Box 2198
Memphis, TN 38101
(901)495-6500

