

# **YOUR BENEFIT PLAN**

**US Airways, Inc.**

**IAM Mechanic Employees, IAM Fleet Employees,  
IAM MTC Employees, CWA/IBT Employees, and TWU Employees**

**Disability Income Insurance: Long Term Benefits**

**Certificate Date: January 1, 2014**

US Airways, Inc.  
4000 East Sky Harbor Blvd  
Phoenix, AZ 85034

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

MetLife welcomes you to the plan of insurance provided in the certificate included below.

This certificate is yours as long as you remain eligible for the insurance under the certificate, and continue to meet the requirements for becoming and remaining insured. The certificate describes the benefits that are available to you. You will want to read this certificate carefully and keep it in a safe place.

MetLife has written this certificate in a format to be understandable to you. If you should have any questions, please consult MetLife's Claims Unit at the contact number provided on the face page of the certificate. MetLife will assist you in any way to help You understand Your benefits.



Metropolitan Life Insurance Company  
200 Park Avenue, New York, New York 10166

## CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

**Policyholder:** US Airways, Inc.  
**Group Policy Number:** 1757200-2-G  
**Type of Insurance:** Disability Income Insurance: Long Term Benefits  
**MetLife Toll Free Number(s):**  
**For Claim Information** FOR DISABILITY INCOME CLAIMS: 1-888-651-9127

**THIS CERTIFICATE ONLY DESCRIBES DISABILITY INSURANCE.**

**THE BENEFITS OF THE POLICY PROVIDING YOU COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF A STATE OTHER THAN FLORIDA.**

**THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.**

**WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.**

## NOTICES

### For Texas Residents:

#### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll free telephone number for information or to make a complaint at

1-888-651-9127

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104  
Austin, TX 78714-9104  
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should You have a dispute concerning Your premium or about a claim, You should contact MetLife first. If the dispute is not resolved, You may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

### Para Residentes de Texas:

#### AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al numero de teléfono gratis de MetLife para información o para someter una queja al

1-888-651-9127

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

#### UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

## **NOTICES**

### **NOTICE FOR RESIDENTS OF ALL STATES**

#### **WORKERS' COMPENSATION**

This certificate does not replace or affect any requirement for coverage by workers' compensation insurance.

#### **MANDATORY DISABILITY INCOME BENEFIT LAWS**

**For Residents of California, Hawaii, New Jersey, New York, Rhode Island and Puerto Rico**

This certificate does not affect any requirement for any government mandated temporary disability income benefits law.

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### **NOTICE FOR RESIDENTS OF ARKANSAS**

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, Arkansas 72201  
(501) 371-2640 or (800) 852-5494

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### **NOTICE FOR RESIDENTS OF CALIFORNIA**

#### **IMPORTANT NOTICE**

**TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR THE METLIFE CLAIM OFFICE SHOWN ON THE EXPLANATION OF BENEFITS YOU RECEIVE AFTER FILING A CLAIM.**

**IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:**

**DEPARTMENT OF INSURANCE  
300 SOUTH SPRING STREET  
LOS ANGELES, CA 90013  
1 (800) 927-4357**

## **NOTICES**

### **NOTICE FOR RESIDENTS OF CONNECTICUT**

#### **MANDATORY REHABILITATION**

This certificate contains a mandatory rehabilitation provision, which may require you to participate in vocational training or physical therapy when appropriate.

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### **NOTICE FOR RESIDENTS OF GEORGIA**

#### **IMPORTANT NOTICE**

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

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### **NOTICE FOR RESIDENTS OF IDAHO**

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance  
Consumer Affairs  
700 West State Street, 3<sup>rd</sup> Floor  
PO Box 83720  
Boise, Idaho 83720-0043  
1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

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### **NOTICE FOR RESIDENTS OF ILLINOIS**

#### **IMPORTANT NOTICE**

To make a complaint to MetLife, You may write to:

MetLife  
200 Park Avenue  
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance  
Public Services Division  
Springfield, Illinois 62767

## NOTICES

### NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

**Metropolitan Life Insurance Company**

**1-800-638-6420**

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance

Consumer Services Division

311 West Washington Street, Suite 300

Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi)

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### NOTICE FOR MASSACHUSETTS RESIDENTS

#### CONTINUATION OF DISABILITY INCOME INSURANCE

1. If Your Income Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your Income Insurance ends because:
  - You cease to be in an Eligible Class; or
  - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your Income Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

**Plant Closing** and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

## **NOTICES**

### **NOTICE FOR RESIDENTS OF NORTH CAROLINA**

**Read your Certificate Carefully.**

**This Certificate Contains a Pre-existing Condition Limitation.**

### **IMPORTANT CANCELLATION INFORMATION**

**Please Read The Provision Entitled**

**DATE YOUR INSURANCE ENDS**

**Found on Page 24**

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### **NOTICE FOR RESIDENTS OF NORTH CAROLINA**

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND
- (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES.

VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.



## NOTICES

### Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - o \$500,000 in death benefits
  - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
  - o \$500,000 in hospital, medical and surgical insurance benefits
  - o \$500,000 in long-term care insurance benefits
  - o \$500,000 in disability income insurance benefits
  - o \$500,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

**Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.**

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at [www.utlifega.org](http://www.utlifega.org) or contact:

Utah Life and Health Insurance Guaranty Assoc.  
60 East South Temple, Suite 500  
Salt Lake City UT 84111  
(801) 320-9955

Utah Insurance Department  
3110 State Office Building  
Salt Lake City UT 84114-6901  
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

## NOTICES

### CIVIL UNION NOTICE FOR RESIDENTS OF VERMONT

Vermont law provides that the following definitions apply to Your certificate:

- Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a Civil Union established according to Vermont law.
- Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union established according to Vermont law.
- Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a Civil Union established according to Vermont law.
- "Dependent" includes a spouse, a party to a Civil Union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.
- "Child" includes a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a Civil Union established according to Vermont law.
- "Civil Union" means a civil union established pursuant to Act 91 of the 2000 Vermont Legislative Session, entitled "Act Relating to Civil Unions".

All references in this notice to Civil Unions are limited to Civil Unions in which the parties are residents of Vermont.

If dependent insurance for a spouse and/or child is not provided under Your certificate, such insurance is not added by virtue of this notice.

For purposes of dependent insurance, any person who meets the definition of "dependent" as set forth in this notice is required to meet all other applicable requirements in order to qualify for such insurance.

This notice does not limit any definitions or terms included in Your certificate. It broadens definitions and terms only to the extent required by Vermont law.

#### **DISCLOSURE:**

Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to life and health insurance that are available to married persons under federal law may not be available to parties to a Civil Union. For example, a federal law, the Employee Retirement Income Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a Civil Union in an ERISA employee benefit plan. However, governmental employers (not federal government) are required to provide life and health benefits to the dependents of a party to a Civil Union if the public employer provides such benefits to dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of insurance premiums. As a result, parties to a Civil Union and their families may or may not have access to certain benefits under this notice and the certificate to which it is attached that derive from federal law. You are advised to seek expert advice to determine Your rights under this notice and the certificate to which it is attached.

**GCERT2000**

**Combined Notices**

## NOTICES

### NOTICE FOR RESIDENTS OF VIRGINIA

#### IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife  
200 Park Avenue  
New York, New York 10166  
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:  
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman  
Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23218  
1-877-310-6560 - toll-free  
1-804-371-9691 - locally  
[www.scc.virginia.gov](http://www.scc.virginia.gov) - web address  
[ombudsman@scc.virginia.gov](mailto:ombudsman@scc.virginia.gov) - email

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### NOTICE FOR RESIDENTS OF THE STATE OF WASHINGTON

Washington law provides that the following apply to Your certificate:

Wherever the term "**Spouse**" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

**Domestic Partner** means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available.

Wherever the term "step-child" appears in this certificate it shall be read to include the children of Your Domestic Partner.

## NOTICES

### NOTICE FOR RESIDENTS OF WISCONSIN

#### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife  
Attn: Corporate Consumer Relations Department  
200 Park Avenue  
New York, NY 10166-0188  
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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## SCHEDULE OF BENEFITS

This certificate is a written document prepared by MetLife which tells you:

- the insured benefits to which you may be entitled;
- to whom MetLife will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

This schedule shows the benefits that are available under the Group Policy. You will only be insured for the benefits:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

### BENEFIT BENEFIT AMOUNT AND HIGHLIGHTS

#### Disability Income Insurance For You: Long Term Benefits

##### Monthly Benefit

You may choose the amount of Your insurance from one of the following plans set forth below:

Option 1 (90 day Elimination Period).....	30% of Your Predisability Earnings subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Option 2 (90 day Elimination Period).....	40% of Your Predisability Earnings subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Option 3 (90 day Elimination Period).....	50% of Your Predisability Earnings subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Option 4 (90 day Elimination Period).....	60% of Your Predisability Earnings subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Option 5 (180 day Elimination Period).....	30% of Your Predisability Earnings subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Option 6 (180 day Elimination Period).....	40% of Your Predisability Earnings subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Option 7 (180 day Elimination Period).....	50% of Your Predisability Earnings subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section

**SCHEDULE OF BENEFITS (continued)**

Option 8 (180 day Elimination Period)..... 60% of Your Predisability Earnings subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section

Minimum Monthly Benefit..... \$50 subject to the Overpayments and Rehabilitation Incentive subsections of this certificate.

Maximum Monthly Benefit.....\$4,500

Your Elimination Period is based on the option selected above.

**Maximum Benefit Period\***

the later of:

- Your Normal Retirement Age;

or

- the period shown below:

Age on Date of Your Disability	Benefit Period
Less than 61	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

\*The Maximum Benefit Period is subject to the LIMITED DISABILITY BENEFITS and DATE BENEFIT PAYMENTS END sections.

Rehabilitation Incentives..... Yes



## DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Actively at Work or Active Work** means that You are working for the Employer on the Employer's regular work schedule, in the usual course of the Employer's business, for earnings that are paid regularly, and that You are performing the Essential Functions of Your Own Occupation. This must be done at:

- the Employer's usual place of business;
- an alternate work site at the direction of the Employer other than Your home unless clear specific expectations and duties are documented; or
- a location to which Your job requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off. Temporary and seasonal workers are excluded from coverage. Individuals whose employment status is being continued under a severance or termination agreement will not be considered Actively at Work.

**Beneficiary** means the person(s) to whom We will pay insurance as determined in accordance with the PROVISIONS section.

**Confined or Confinement** means a Hospital stay of at least 8 hours per day.

**Consumer Price Index** means the CPI-W, the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. If the CPI-W is discontinued or replaced, We reserve the right to substitute any other comparable index.

**Contributory Insurance** means insurance for which the Employer requires You to pay any part of the premium.

Contributory Insurance includes Disability Income Insurance: Long Term Benefits.

**Disabled or Disability** means that You are:

- unable to perform the Essential Functions of Your Own Occupation due to Your Sickness or Injury;
- under the Regular Care of a Doctor; and

You are unable to earn:

- during the Elimination Period and the next 24 months of Sickness or Injury, more than 80% of Your Predisability Base Monthly Income at Your Own Occupation, and
- after such period, You are unable to perform the Essential Functions of any Gainful Occupation for which You are reasonably qualified taking into account Your training, education and experience.

If You are Disabled for 12 months prior to each July 1, We will adjust Your Pre-Disability Base Monthly Income on each July 1 only for the purposes of determining whether You continue to be Disabled and for calculating the Return to Work Incentive, if any. We will make the initial adjustment as follows:

We will add to Your Pre-Disability Base Monthly Income an amount equal to the product of:

- Your Pre-Disability Base Monthly Income times the lesser of:
  - 10%; or
  - the annual rate of increase in the Consumer Price Index for the prior calendar year.

## DEFINITIONS (continued)

Annually thereafter, We will add an amount to Your adjusted Predisability Earnings calculated by the method set forth above but substituting Your adjusted Predisability Earnings from the prior year for Your Predisability Earnings. This adjustment is not a cost of living benefit. Your Pre-Disability Base Monthly Income may increase or remain the same, but will never decrease.

The loss of a professional or occupational license or certification will not, in itself, constitute Disability.

**Doctor** means a person who is performing tasks that are within the limits of his or her license, and

- is licensed to practice medicine; prescribe and administer drugs or to perform surgery; or
- has a doctoral degree in Psychology (Ph.D or Psy.D) whose primary practice is treating patients; or
- is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.
- We will not recognize any relative including, but not limited to, You, Your Spouse, or a child, brother, sister, or Your or Your Spouse's parent as a Doctor for a claim that You send to Us.

**Domestic Partner** means each of two people, one of whom is an Employee of the Policyholder, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  1. 18 years of age or older;
  2. unmarried;
  3. the sole domestic partner of the other person and have been so for the immediately preceding 6 months;
  4. sharing a primary residence with the other person and have been so sharing for the immediately preceding 6 months; and
  5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner affidavit attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

For Texas residents **Domestic Partner** means the following:

**Domestic Partner** means each of two people, one of whom is an Employee of the Policyholder, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  1. 18 years of age or older;
  2. unmarried;
  3. the sole domestic partner of the other person and have been so for the immediately preceding 6 months;
  4. sharing a primary residence with the other person and have been so for the immediately preceding 6 months; and
  5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

## DEFINITIONS (continued)

A Domestic Partner affidavit attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the Employee.

**Elimination Period** means the period of Your Disability during which We do not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the SCHEDULE OF BENEFITS. If You become covered under a group short term disability plan that replaces this plan during Your Elimination period, Your Elimination period under this certificate will not be met.

**Employee** means a person who is in Active Work with the Employer.

**Employer** means the **Policyholder** to whom the group policy is issued, and includes any division, subsidiary or affiliate who is reported to MetLife in writing for inclusion under the Group Policy, provided that MetLife has approved such request.

**Essential Functions** means duties that:

- are normally required for the performance of Your Own Occupation; and
- cannot be reasonably omitted or modified.

**Evidence of Insurability** means a statement of Your medical history which We will use to determine if You are approved for coverage.

**Gainful Occupation**, if You enrolled for Option 1 or Option 5, means an occupation, including self-employment, that is or can be expected to provide You with an income within 12 months of your return to work, that exceeds:

- 80% of your indexed monthly earnings, if you are working; or
- 30% of your monthly earnings, if you are not working.

However, if You enrolled for Option 2 or Option 6, it means an occupation, including self-employment, that is or can be expected to provide You with an income within 12 months of Your return to work, that exceeds:

- 80% of Your indexed monthly earnings, if You are working; or
- 40% of Your monthly earnings, if You are not working.

If You enrolled for Option 3 or Option 7, it means an occupation, including self-employment, that is or can be expected to provide You with an income within 12 months of Your return to work, that exceeds:

- 80% of Your indexed monthly earnings, if You are working; or
- 50% of Your monthly earnings, if You are not working.

If You enrolled for Option 4 or Option 8, it means an occupation, including self-employment, that is or can be expected to provide You with an income within 12 months of Your return to work, that exceeds:

- 80% of Your indexed monthly earnings, if You are working; or
- 60% of Your monthly earnings, if You are not working.

**Gross Monthly Benefit Payment** means the Monthly Benefit amount before We subtract payments from Other Income sources and Work Earnings.

**Group Policy** is defined on the face page of the certificate (GCERT2000 fp), page 1.

**Hospital or Institution** means an accredited facility licensed to provide care and treatment for the condition causing Your Disability.

## DEFINITIONS (continued)

**Injury** means a bodily injury that:

- is the direct result of an accident;
- is not related to any cause other than the accident; and
- results in immediate Disability.

Disability must begin while You are covered under this certificate.

**Law, plan or act** means the original enactment of the law, plan or act and all amendments.

**Leave of Absence** means You are temporarily absent from Active Work for a period of time that has been agreed to in advance in writing by Your Employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time or any period of disability is not considered a Leave of Absence.

**Maximum Monthly Benefit** means the maximum Long Term benefit amount for which You are insured under this certificate.

**Mental or Nervous Disorder or Disease** means a psychiatric or psychological condition regardless of cause. Mental or Nervous Disorders or Disease includes but is not limited to schizophrenia, depression, manic depressive or bipolar illness, anxiety, somatization, adjustment disorders or other conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment as standardly accepted in the practice of medicine, but, does not include Substance Abuse.

**Net Monthly Benefit** payment means Your Monthly Benefit payment after any payments from Other Income sources have been subtracted from Your Gross Monthly Benefit Payment.

**Normal Retirement Age** means that as defined by the federal Social Security Administration on the date Your Disability starts.

**Own Occupation** means the occupation You are routinely performing when Your Disability begins. We will look at Your Occupation as it is normally performed instead of how the work tasks are performed for a specific employer or at a specific location.

**Policyholder's Retirement Plan** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions.

**Pre-disability Base Monthly Income** means gross salary or wages You were earning from the Policyholder as of Your last day of Active Work before Your Disability began. We calculate this amount on a monthly basis.

**The term includes:**

- contributions You were making through a salary reduction agreement with the Policyholder to any of the following:
  - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - an executive non-qualified deferred compensation arrangement; and
  - Your fringe benefits under an IRC Section 125 plan.

**The term does not include:**

## DEFINITIONS (continued)

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Policyholder's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Policyholder.

**Pre-existing Condition** means a condition for which both 1. and 2. Below are true:

You have a pre-existing condition if both 1. and 2. are true:

1. You received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines, or followed treatment recommendation in the 12 months just prior to your effective date of Your insurance under this certificate.
2. Your Disability begins within 24 months of the date Your coverage under the plan becomes effective.

However, a Pre-existing Condition does not include any condition for which You had tests if the condition was found not to exist.

Your period of time insured under this certificate will be applied for purposes of satisfying the Pre-existing Condition requirements if:

1. Your insurance ends because You stop working for Your Employer during an approved leave of absence, company furlough, or Your return to full-time status from part-time status, regardless of length of duration; and,
2. You resume working full-time for Your Employer.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

**Recurrent Disability** means a Disability which is caused by a worsening in Your condition; and due to the same cause(s) as Your prior Disability for which We made a Long Term Benefit payment.

**Regular Care** means that You:

- personally visit a Doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat Your disabling condition(s); and
- are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for Your Disability by a Doctor whose specialty or experience is the most appropriate for Your disabling condition(s), according to generally accepted medical standards.

## DEFINITIONS (continued)

Regular Care will not mean invasive surgery for which other treatment alternatives are available.

**Rehabilitation Program** means a program designed to assist You to return to work.

As Your file is reviewed, medical and vocation information will be analyzed to determine if rehabilitation services might help You to return to work.

Once the initial review is completed by Our Rehabilitation Program specialists working along with Your Doctor and other appropriate specialists, We may elect to offer You and pay for a Rehabilitation Program. If the Rehabilitation Program is not developed by Our Rehabilitation Program specialists, You must receive written approval from Us for the program before it begins.

- The Rehabilitation Program may include, but is not limited to, the following services:
- coordination with Your Employer to assist You to return to work;
- adaptive equipment to allow You to work;
- worksite modification to allow You to work;
- vocational evaluation to determine how Your Disability may impact Your employment options;
- job placement services;
- resume preparation;
- job seeking skills training;
- retraining for a new occupation; or
- assistance with relocation that may be part of an approved Rehabilitation Program.

If at any time, You decline to take part in or cooperate in a rehabilitation evaluation/assessment or program that We feel is appropriate for Your Disability and that has been approved by Your Doctor, Your benefit payment will end as set forth in the Date Benefit Payment Ends provision.

**Rehabilitation Program Incentive** payment means the amount added to Your Gross Weekly Benefit for participation in a Rehabilitation Program as described in the REHABILITATION INCENTIVES provision of the certificate.

**Salary Continuation or Accumulated Sick Leave** means continued payments to You by Your Employer of all or part of Your Pre-disability Base Weekly Income, after You become Disabled as defined in this certificate. Salary Continuation or Accumulated Sick Leave will not include vacation payouts. This continued payment must be part of an established plan maintained by Your Employer for the benefit of an Employee insured under this certificate. Salary Continuation or Accumulated Sick Leave does not include compensation paid to You by Your Employer for work You actually perform after Your Disability begins. Such compensation is considered Work Earnings, and would be taken into account as such, in calculating Your net Weekly Benefit payment.

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

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**Spouse** means Your lawful spouse. Wherever the term "Spouse" appears in the certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

## DEFINITIONS (continued)

**Substance Abuse** means alcoholism or the non-medical use of narcotics, sedatives, stimulants or any other such substance.

**Temporary Layoff** means You are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by Your Employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time, any period of disability or FMLA leave is not considered a temporary layoff.

**We, Us and Our** mean MetLife.

**Work Earnings** means the earnings You receive while You are Disabled and working, plus the earnings You could receive if You were working to Your greatest extent possible. This would be based on Your restrictions and limitation:

- during the first 24 months of Monthly Benefit payments, the greatest extent of work You are able to do in Your Own Occupation, that is reasonably available.
- beyond the first 24 months of Monthly Benefit payments, the greatest extent of work You are able to do in any occupation that is reasonably available, for which You are reasonably fitted by education, training, or experience.

Salary continuance paid to supplement Your Work Earnings will not be considered payment for work performed.

**Written or Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**You and Your** mean an Employee who is insured under the Group Policy for the insurance described in this certificate.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

### ELIGIBLE CLASS(ES)

All Actively at Work IAM Mechanic employees, IAM Fleet employees, IAM MTC employees, CWA/IBT employees, and TWU employees, but not temporary or seasonal employees.

### DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2014, You will be eligible for the insurance described in this certificate on that date.

If You enter an eligible class after January 1, 2014, You will be eligible for insurance on the date You enter that class.

### ENROLLMENT PROCESS

You may enroll for Disability Income Insurance: Long Term Benefits only when You are first eligible or during an annual enrollment period.

If You are eligible for insurance, You may enroll for such insurance in the manner established by the Policyholder and acceptable to Us. In addition, You must give evidence of Your Insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY. If You enroll for Contributory Insurance, You must also give the Policyholder Written permission to deduct premiums from Your pay for such insurance. You will be notified by the Policyholder how much You will be required to contribute.

### DATE YOUR INSURANCE TAKES EFFECT

#### Rules for Contributory Insurance

If You request Contributory Insurance **before** the date You become eligible for such insurance, such insurance

- will take effect on the date You become eligible, provided You are Actively at Work on that date.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date.

If You request Contributory Insurance **within 31 days** of the date You become eligible for such insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such benefit will take effect on the later of:
  - the date You become eligible for such benefit; and
  - the date You enroll provided You are Actively at Work on that date.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the first day of the calendar month following the date We approve evidence of Your insurability, provided You are Actively at Work on that date.

If You do not complete the enrollment process within 31 days of becoming eligible, You will not be able to enroll for insurance until the next annual enrollment period, as determined by the Policyholder, following the date You first became eligible. At that time You will be able to enroll for insurance for which You are then eligible.



## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

### Enrollment During An Annual Enrollment Period

During any annual enrollment period as determined by the Policyholder, You may enroll for insurance for which You are eligible or choose a different option than the one for which You are currently enrolled. The insurance enrolled for or changes to Your insurance made during an annual enrollment period will take effect as follows:

- for any amount for which You are **not required** to give evidence of Your insurability, such insurance will take effect on the first day of the calendar year following the annual enrollment period, if You are Actively at Work on that date.
- for any amount for which You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You are not Actively at Work on the date an amount of insurance would otherwise take effect, that amount of insurance will take effect on the day You resume Active Work.

Changes in Your Disability Income Insurance will only apply to Disabilities commencing on or after the date of the change.

### Increase in Insurance

An increase in insurance or additional insurance will take effect if You are in Active Work or on an Employer approved leave of absence:

- if You are **required** to give Evidence of Insurability for the entire increase in insurance and We approve Your Evidence of Insurability, the increase will take effect on the date We state in Writing. If We do not approve Your Evidence of Insurability, or You do not submit Evidence of Insurability, the increase in insurance will not take effect.
- if You are **required** to give Evidence of Insurability for a portion of the increase in insurance:
  - the portion of the increase in insurance that is not subject to evidence of insurability will take effect on the date of Your request or the date of the increase in Your earnings.
  - if We approve Your Evidence of Insurability, the portion of the increase in insurance that is subject to evidence of insurability will take effect on the date We state in writing. If We do not approve Your evidence of insurability or You do not submit evidence of insurability, the increase in insurance will not take effect.
- if You are **not required** to give Evidence of Insurability, the increase will take effect on the date of Your request or the date of the increase in Your earnings.

If You are not Actively at Work or on Employer approved leave of absence on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

### Decrease in Insurance

A decrease in insurance due to a change in class of employee or a decrease in Your earnings will take effect on the date of change.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

If You make a Written request to decrease Your insurance, that decrease will take effect as of the date of Your Written request.

An increase or decrease in Your insurance will not affect the payment of any benefit under this certificate that You were entitled to prior to such increase or decrease in insurance.

### **Request To Change The Amount of Your Disability Income Insurance: Long Term Benefits**

You may request a change in the amount of Disability Income Insurance in effect on You under this certificate. You may request such change by notifying the Policyholder of Your request and sending Proof of the change to Us. If You request to increase the amount of Your Disability Income Insurance, for each such request, the increased benefit amount may not exceed the next higher benefit amount available to You in the Schedule of Benefits.

Please refer to the enrollment and effective date of insurance rules described in ENROLLMENT PROCESS and the DATE YOUR INSURANCE TAKES EFFECT provision in this section. These rules determine when You may request to change the amount of Your Disability Income Insurance and when the change will take effect.

Changes in Your Disability Income Insurance will only apply to Disabilities commencing on or after the date of the change.

### **DATE YOUR INSURANCE ENDS**

Your insurance will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or
4. the date You cease to be in an eligible class. You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not Disabled on that date; or
5. the last day You are in active employment, except as provided under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT section of this certificate; or
6. the last day You are in Active Work due to a Disability that is not covered under this certificate. See Exclusions.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

### **Reinstatement of Disability Income Insurance**

If Your insurance ends, You may become insured again as follows:

1. If Your insurance ends because:
  - You cease to be in an eligible class; or
  - Your employment ends; and

You become a member of an eligible class again within 30 days of the date Your insurance ended, You will not have to complete a new Waiting Period or provide evidence of Your insurability.
2. If Your insurance ends because you cease making the required premium while on an approved Family and Medical Leave Act (FMLA) or other legally mandated leave of absence, and you become a member of an eligible class within 31 days of the earlier of:
  - The end of the period of leave You and the Policyholder agreed upon; or

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

- The end of the eligible leave period required under the FMLA or other similar legally mandated leave of absence law,

You will not have to complete a new Waiting Period or provide evidence of Your insurability.

3. In all other cases where Your insurance ends because the required premium for Your insurance has ceased to be paid, You will be required to provide evidence of Your insurability.

If You become insured again as described in either item 1 or 2 above, the limitation for Pre-existing Conditions will be applied as if Your insurance had remained in effect with no interruption.

## **SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE**

To prevent a loss of insurance because of a change in insurance carriers, the following rules will apply if this Disability Income Insurance replaces a plan of group disability income insurance provided to You by the Policyholder:

**Prior Plan** means the plan of group disability income insurance provided to You by the Policyholder through another carrier on the day before the Replacement Date.

**Replacement Date** means the effective date of the Disability Income Insurance under the Group Policy.

### **Rules for When Insurance Takes Effect if You were Insured Under the Prior Plan on the Day Before the Replacement Date:**

- **If You are Actively at Work on the day before the Replacement Date**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.
- **If You are not Actively at Work on such date because you are Disabled**, You will become insured for Disability Income Insurance under this certificate on the Replacement Date.

We will credit any time You accumulated toward the Elimination Period under the Prior Plan to the satisfaction of the Elimination Period required to be met under this certificate.

Any benefits paid for such Disability will be equal to those that would have been payable to You under the Prior Plan less any amount for which the prior carrier is liable.

Benefit payments for such Disability will end on the earliest of:

- the date that payments end under the subsection DATE BENEFIT PAYMENTS END in this certificate; or
- the date that payments would have ended under the provisions of the Prior Plan of Insurance.
- **If You are not Actively at Work on such date for any other reason**, You will become insured for Disability Income Insurance under this certificate on the date you return to Active Work.

### **Rules for When Insurance Takes Effect if You were Not Insured Under the Prior Plan on the Day Before the Replacement Date:**

- You will be eligible for Disability Income Insurance under this certificate when you meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and
- We will credit any time You accumulated under the Prior Plan toward the eligibility waiting period under the Prior Plan to the satisfaction of the eligibility waiting period required to be met under this certificate.

### **Rules for Pre-existing Conditions**

Special rules apply to Pre-existing Conditions, if this Long Term Benefit plan replaces the Employer's Prior Plan of long term disability income; and

You were covered under that plan on the day before this plan became effective; and  
You became covered under this certificate within 31 days of its effective date.

The special rules are:

- If the Employer's Prior Plan did not have a pre-existing condition exclusion or limitation, then a Pre-existing Condition would not be limited or excluded under this certificate.
- If the Employer's Prior Plan did have a pre-existing condition exclusion or limitation, then the limited time does not end after the first 12 months of coverage. Instead it will end on the date any equivalent limit would have ended under the Employer's Prior Plan.

## **SPECIAL RULES FOR GROUPS PREVIOUSLY INSURED UNDER A PLAN OF DISABILITY INCOME INSURANCE (continued)**

- If the change from the Employer's Prior Plan to coverage under this certificate would result in an increase in Your amount of benefits, the benefits for Your Disability that is due to a Pre-existing Sickness or injury will not increase. Instead, the benefits are limited to the amount You had on the day before the plan change. This applies whether or not the Employer's prior plan had a pre-existing condition exclusion or limitation.

### **Rules for Temporary Recovery from a Disability under the Prior Plan**

We will waive the Elimination Period that would otherwise apply to a Disability under this certificate if You:

- received benefits for a disability that began under the Prior Plan ("Prior Plan's disability");
- returned to work as an Active full-time employee prior to the Replacement Date;
- become Disabled, as defined in this certificate, after the Replacement Date and within 90 days of Your return to work due to a sickness or accidental injury that is the same as or related to the Prior Plan's disability;
- are no longer entitled to benefit payments for the Prior Plan's disability since You are no longer insured under such Plan; and
- would have been entitled to benefit payments with no further elimination period under the Prior Plan, had it remained in force.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**

### **FOR FAMILY AND MEDICAL LEAVE**

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws.

With respect to leave of absence under the federal Family and Medical Leave Act of 1993 (FMLA) or similar state law, You will be covered for 12 weeks, or longer if required by state law. Continuation of such coverage pursuant to this provision is contingent upon Our timely receipt of premium payments and written confirmation of Your FMLA leave by the Employer.

If You are on a medical or on-the-job injury/illness leave of absence (OJI) (that may also be concurrent with an FMLA leave), and if premium is paid, You will be covered while You are eligible for Long Term Disability or workers' compensation benefits. If You are on a medical or OJI leave of absence, and You are not eligible for Long Term Disability, or workers' compensation benefits, You will be covered through the day before Your medical or OJI leave of absence begins. Also, You will be covered through the last day You are eligible for Long Term Disability or workers' compensation benefits while on a related leave of absence if this did not occur at the commencement of the leave.

Please contact the Policyholder for any additional information regarding such legally mandated leave of absence laws.

### **AT THE POLICYHOLDER'S OPTION**

The Policyholder has elected to continue insurance by paying premiums for Employees who cease Active Work in an eligible class for any of the reasons specified below;

1. if You cease Active Work due to injury or sickness, for a period in accordance with the Policyholder's general practice for an Employee in Your job class;
2. if You cease Active Work due to part-time work, for a period in accordance with the Policyholder's general practice for an Employee in Your job class;
3. if You cease Active Work due to strike, for a period in accordance with the Policyholder's general practice for an Employee in Your job class;
4. if You cease Active Work due to layoff, for a period in accordance with the Policyholder's general practice for an Employee in Your job class; or
5. if You cease Active Work due to any other Policyholder approved leave of absence, for a period in accordance with the Policyholder's general practice for an Employee in Your job class.

The Policyholder's general practice for Employees in a job class determines which Employees with the above types of absences are to be considered as still insured and for how long among persons in like situations.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

## **EVIDENCE OF INSURABILITY**

We require Evidence of Insurability satisfactory to Us as follows:

1. in order for You to increase the amount of Your Disability Income Insurance: Long Term Benefits by more than one benefit level during annual enrollment.  
If You do not give Us Evidence of Insurability or the evidence is not accepted by Us as satisfactory, the amount of Your Disability Income Insurance: Long Term will not be increased.
2. if You make a late request for Disability Income Insurance: Long Term Benefits. A late request is one made more than 31 days after You become eligible.  
If You do not give Us Evidence of Insurability or the evidence is not accepted by Us as satisfactory, You will not be covered for Disability Income Insurance: Long Term Benefits.
3. if You make a request for Disability Income: Long Term Benefits after You voluntarily cancel it.
4. You make a request for Disability Income: Long Term Benefits after Your coverage ended because You did not make a required contribution.
5. You have not met a previous Evidence of Insurability requirement to become covered under any plan the Policyholder has with Us.

The Evidence of Insurability is to be given at Your expense.

The Policyholder may not waive an Evidence of Insurability requirement for any reason.

## **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS**

If You become Disabled while insured, Proof of Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Monthly Benefit up to the Maximum Benefit Period shown in the SCHEDULE OF BENEFITS, subject to the DATE BENEFIT PAYMENTS END section.

To verify that You continue to be Disabled without interruption after Our initial approval, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews or functional capacity exams, as needed.

While You are Disabled, the Monthly Benefit described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

### **BENEFIT PAYMENT**

You will begin to receive payments when We approved Your claim, providing the Elimination Period shown in the SCHEDULE OF BENEFITS has been met. We will send You the Monthly Benefit shown in the SCHEDULE OF BENEFITS for any period for which We are liable, including any necessary retroactive payment for which You are eligible. We will pay the first Monthly Benefit on the date which occurs on the first day of the month after the date benefits begin to accrue. We will make subsequent payments monthly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each month.

We will pay Monthly Benefits to You. If You die, We will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

While You are receiving Monthly Benefits, You will not be required to pay premiums for the cost of any disability income insurance defined as Contributory Insurance.

### **Benefit Payment Determination If You Are Disabled And Not Working**

We will follow this process to figure out Your Net Monthly Benefit.

1. If You are enrolled in Option 1, Multiply Your Pre-disability Base Monthly Income by 50%. But, if You are enrolled in Option 2, multiply Your Pre-disability Base Monthly Income by 66.67%. If this amount is not a multiple of \$1.00, it will be rounded to the next higher multiple of \$1.00.
2. If You are enrolled in Option 1, the Maximum Monthly Benefit is \$5,000.00 But, if You are enrolled in Option 2, Your Maximum Monthly Benefit is \$6,667.00.
3. Compare the answer in item 2 with the Maximum Monthly Benefit. The lesser of these two amounts is Your Gross Monthly Benefit payment.
4. Subtract from Your Gross Monthly Benefit payment any payments from Other Income sources listed below in the certificate. That amount figured in item 4. is Your Net Monthly Benefit payment.

After the Elimination Period, if You are Disabled for less than 1 month, We will send You 1/30th of Your payment for each day of Disability.



## **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS (continued)**

### **RECOVERY FROM A DISABILITY**

If You return to Active Work, We will consider You to have recovered from Your Disability.

The provisions of this subsection will not apply if Your insurance has ended and You are eligible for coverage under another group long term disability plan.

#### **Recurrent Disability**

If You have a Recurrent Disability, as determined by Us, We will treat Your Disability as part of Your prior claim, and You will not have to complete another Elimination Period if:

You were continuously insured under this certificate for the period between Your prior claim and Your current Disability; and, Your Recurrent Disability occurs within 180 calendar days of the end of Your prior claim.

Your Recurrent Disability will be subject to the same terms of the plan as Your prior claim. Any Disability which occurs after 180 calendar days from the date Your prior claim ended will be treated as new claim. The new claim will be subject to all of the plan provision.

If You become covered under any other group long term disability plan, You will not be eligible for Long Term benefits under this certificate.

### **REHABILITATION INCENTIVES**

#### **Rehabilitation Program Incentive**

If You participate in a Rehabilitation Program, We will increase Your Monthly Benefit by an amount equal to 10% of the Monthly Benefit. We will do so before We reduce Your Monthly Benefit by any other income.

#### **Work Incentive**

While You are Disabled, We encourage You to work. If You work while You are Disabled and receiving Monthly Benefits, Your Monthly Benefit will be adjusted as follows:

- Your Monthly Benefit will be increased by Your Rehabilitation Program Incentive, if any; and
- reduced by Other Income as defined in the DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.

Your Monthly Benefit as adjusted above will not be reduced by the amount You earn from working, except to the extent that such adjusted Monthly Benefit plus the amount You earn from working and the income You receive from Other Income exceeds 100% of Your Predisability Earnings as calculated in the definition of Disability.

In addition, the Minimum Monthly Benefit will not apply.

#### **Limit on Work Incentive**

After the first 24 months following Your Elimination Period, We will reduce Your Monthly Benefit by 50% of the amount You earn from working while Disabled.

#### **Moving Expense Incentive**

If You participate in a Rehabilitation Program while You are Disabled, We may reimburse You for expenses You incur in order to move to a new residence recommended as part of such Rehabilitation Program. Such expenses must be approved by Us in advance.

## **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS (continued)**

You must send Proof that You have incurred such expenses for moving.

We will not reimburse You for such expenses if they were incurred for services provided by a member of Your immediate family or someone who is living in Your residence.

## **DISABILITY INCOME INSURANCE: OTHER INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT**

We will reduce Your Long Term Benefits by the amount of all Other Income. Other Income includes the following:

1. the amount that You receive or are eligible to receive as loss of time disability income benefits under:
  - a workers' compensation law;
  - an occupational disease law; or
  - any other act or law with similar intent.

This applies only if Your injury arises out of, or in the course of, any work for wage or profit for the Policyholder, or Your Sickness is covered with respect to such work for the Policyholder, or Your Sickness is covered with respect to such work for the Policyholder, by any workers' compensation law, occupational disease law or similar law.

2. any disability or retirement benefits that You receive or are eligible to receive because of Your disability or retirement under any:
  - any state or public employee retirement or disability plan; or
  - a no-fault auto law for loss of income, excluding supplemental disability benefits; or
  - group insurance or health or welfare plan or other group insurance plan where the Employer, directly or indirectly, has paid all or part of the cost or made payroll deductions;
  - Plan or arrangement, whether insured or not, as a result of employment by or association with the Employer; or as a result of membership in or association with any groups, association, union or other organization, including benefits required by state law or under an Employer sponsored short term disability program individually underwritten;
  - governmental retirement system as the result of Your job with Your Employer.
3. The gross amount that You, Your Spouse and children receive or are eligible to receive as loss of time disability payments because of Your disability under:
  - the United States Social Security Act;
  - the Railroad Retirement Act;
  - the Canada Pension Plan;
  - the Quebec Pension plan; or
  - any similar plan or act.

Amounts paid to Your former Spouse or to Your children living with such Spouse will not be included.

4. The gross amount that You receive because of Your disability from the Veteran's Administration, or any other foreign or domestic governmental agency. If Your Disability begins and You were already receiving payments from the Veteran's Administration, We will only subtract the amount of any increase in benefit that is attributed to such Disability.
5. Any income that You receive for working while Disabled to the extent that such income reduces the amount of Your Monthly Benefit as described in REHABILITATION INCENTIVES. This includes but is not limited to salary, commissions, overtime pay, bonus pay, or other extra pay arrangements from any source.
6. The gross amount that You receive as retirement payments or the gross amount Your Spouse and children receive as retirement payments because You are receiving payments under:
  - the United States Social Security Act;
  - the Railroad Retirement Act;
  - the Canada Pension Plan;
  - the Quebec Pension plan; or

## **DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT (continued)**

- any similar plan or act.

Benefits paid to Your former Spouse or to Your children living with such Spouse will not be included.

### 7. The amount that You:

- receive as Disability payments under the Policyholder's Retirement Plan;
- voluntarily elect to receive as retirement or early retirement payments under the Policyholder's Retirement Plan;
- receive as retirement payments when You reach normal retirement age, as defined in the Policyholder's Retirement Plan;

Retirement payments will be those benefits which are paid based on Your Employer's contribution to the Policyholder's Retirement Plan. Disability benefits which reduce the retirement benefits under the plan will also be considered as a retirement benefit.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. We will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code or by the Canada Revenue Agency, as applicable, including any future amendments which affect the definition.

8. The amount You receive under Laws providing for maritime maintenance and cure..
9. The amount of loss of time benefits that You receive under any Salary Continuation, vacation pay, or Accumulated Sick Leave.
10. The amount that You receive under any unemployment income act or law due to the end of employment with Your Employer.

With the exception of retirement payments, We will only subtract Other Income which is payable as a result of the same Disability.

We will not reduce Your payment by Your Social Security or Canada or Quebec Pension Plan retirement payments if Your Disability begins after age 65 and You were already receiving Social Security or Canada or Quebec Pension Plan retirement payments.

## **REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF OTHER INCOME**

If there is a reasonable basis for You to apply for benefits under the Other Income sources in items 1. or 2. In INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT above, We expect You to apply for them.

1. **With respect to benefits under the Federal Social Security Act**, to apply means to pursue such benefits until You receive approval from the Federal Social Security Administration, or a notice of denial of benefits from an administrative law judge. We will reduce the amount of Your Disability benefit by the amount of Federal Social Security benefits We estimate that You, Your Spouse or child(ren) are eligible to receive because of Your Disability or retirement. We will not start to do this, if We have received:
  - approval of Your claim for Federal Social Security benefits; or
  - a notice of denial of such benefits indicating that all levels of appeal have been exhausted.

You must, within 6 months following the date You became Disabled:

- send Us Proof that You have applied for Federal Social Security benefits;
- sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under this insurance; and
- sign a release that authorizes the Federal Social Security Administration to provide information directly to Us concerning Your Federal Social Security benefits eligibility.

## **DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT (continued)**

If You do not satisfy the above requirements, We will reduce Your Disability benefits by such estimated Federal Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Federal Social Security benefits.

- 2. With respect to all Other Income in Items 1. or 2. Of Income Which Will Reduce Your Disability Benefit** above, to apply means to pursue such benefits through all levels of appeal provided for under such benefit programs. We will reduce the amount of Your Disability benefit by the amount of such Other Income program benefit payments We estimate that You are eligible to receive provided that We have the reasonable means to make such an estimate. We will start to do this with the first Disability benefit payment coincident with the date You were eligible to receive such Other Income program benefit payments.

In either case, when You do receive approval or final denial of Your claim for Federal Social Security benefits or Other Income program benefit payments as described above, You must notify Us immediately. We will adjust the amount of Your Disability benefit. You must promptly repay Us for any overpayment.

### **SINGLE SUM PAYMENT**

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to Us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When We receive such Proof, We will adjust the amount of Your Disability benefit by pro-rating such single sum amount on a monthly basis over the time period for which the sum was given.

If We do not receive the Written Proof of the single sum amount as indicated above, We may reduce Your Disability benefit by pro-rating the sum over a 60 month period starting with the date Your Monthly Benefit is first payable.

If We adjust the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

## **DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT**

We will not reduce Your Disability benefit to less than the Minimum Benefit shown in the SCHEDULE OF BENEFITS, or by the following sources:

- 401 (k) plans;
- profit sharing plans;
- thrift plans;
- tax sheltered annuities;
- stock ownership plans;
- non-qualified plans of deferred compensation;
- pension plans for partners;
- credit disability insurance;
- franchise disability income plans;
- a retirement plan from another employer;
- individual retirement accounts (IRA);
- vacation payouts;
- disability or retirement benefits which You began receiving prior to Your Disability;
- individual disability income plans other than those plans for which Your Employer, directly or indirectly, has paid all or part of the cost or made payroll deductions.

Once We have subtracted any Other Income from Your Gross Monthly Benefit, We will not further reduce Your Long Term benefit payment due to a cost of living increase from that source.

## **DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END**

Your Long Term Benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period for Long Term Benefits shown in the Schedule of Benefits;
- during the first 24 months of benefit payments, when You are able to work in Your Own Occupation on a part-time basis, but You choose not to; after 24 months of payments, when You are able to work in any Gainful Occupation on a part-time basis, but You choose not to.
- during the first 24 months of benefit payments, when You are able to work in Your Own Occupation by using adaptive equipment or a worksite modification that We consider appropriate for Your situation and that is approved by an independent Doctor, but You choose not to; after 24 months You are able to work in any Gainful Occupation using adaptive equipment or a worksite modification that We consider appropriate for Your situation and that is approved by an independent Doctor, but You choose not to.
- the date benefits end as specified in the section entitled LIMITED DISABILITY BENEFITS;
- the date You are no longer Disabled;
- the date You die;
- the date You cease or refuse to participate in a Rehabilitation Program that We consider appropriate for Your situation and is approved by an independent Doctor;
- the date You fail to have a medical exam requested by Us as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date Your Work Earnings exceed the amount allowable under the terms of this certificate.
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

## **DISABILITY INCOME INSURANCE: PRE-EXISTING CONDITIONS**

**Pre-existing Condition** means a Sickness or accidental injury for which You:

- received medical treatment, consultation, care, or services; or
- took prescribed medication or had medications prescribed;

in the 12 months before Your insurance under this certificate takes effect. However, a Pre-existing Condition does not include any condition for which You had tests if the condition was found not to exist.

We will not pay benefits for a Disability that results from a Pre-existing Condition, if You have been Actively at Work for less than 24 consecutive months after the date Your Disability insurance takes effect under this certificate.



## **DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS**

### **For Disability Due to Mental or Nervous Disorders or Diseases**

If You are Disabled due to a Mental or Nervous Disorder or Disease, We will limit Your Disability benefits to a lifetime maximum equal to the lesser of:

- 12 months; or
- the Maximum Benefit Period.

If You are confined in a Hospital or Mental Health Facility at the end of the period shown above for which benefits are to be paid, We will continue Your Monthly Benefits until the end of Your Hospital or Mental Health Facility confinement.

We will determine if a Disability is the result of a Mental or Nervous Disorder or Disease.

This limitation will not apply to a Disability resulting from:

- schizophrenia;
- bipolar disorder;
- dementia; or
- organic brain disease.

For purposes of this provision, Mental Health Facility means a facility licensed in the jurisdiction in which it is located to provide care and treatment for a Mental or Nervous Disorder or Disease. Such facility must provide care on a 24 hour a day basis under the supervision of a staff of Physicians, and must provide a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

## **DISABILITY INCOME INSURANCE: EXCLUSIONS**

We will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war;
2. intentionally self-inflicted injury;
3. attempted suicide;
4. of or attempt to commit or taking part in a felony; or
5. a Pre-existing Condition.

## **FILING A DISABILITY INCOME INSURANCE CLAIM: LONG TERM BENEFITS**

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact MetLife or Your benefits representative to initiate a claim.

When a claimant files an initial claim for the Disability Income Insurance: Long Term Benefits described in this certificate, the notice of claim should be sent to Us within 30 days after the date Your Disability begins. The required Proof should be sent to Us within 90 days after the end of the Elimination Period.

Notice of claim and Proof for Disability Income Insurance: Long Term Benefits may also be given to Us by following the process set forth below:

If Your benefit plan requires claims to be submitted through electronic and/or telephonic media, please see Your Employer for the details of this process.

The claimant must give Us Proof not later than 90 days after the end of the Elimination Period.

If Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given no later than 1 year after the time Proof is otherwise required except in the absence of legal capacity. You must notify us if You return to work in any capacity.

### **Items to be Submitted for a Disability Income Insurance Claim**

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
  - the date Your Disability started;
  - the cause of Your Disability;
  - the prognosis of Your Disability;
  - the continuity of Your Disability; and
- Your application for:
  - Other Benefit Sources;
  - Federal Social Security disability benefits; and
  - Workers compensation benefits or benefits under a similar law.
- Written authorization for Us to obtain and release medical, employment and financial information and any other items We may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Benefit Sources;
- any and all medical information, including but not limited to:
  - x-ray films; and
  - photocopies of medical records, including:
    - histories,
    - physical, mental or diagnostic examinations; and
    - treatment notes; and
- the names and addresses of all:
  - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
  - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation; and
- additional proof elements as required and described within the additional plan provisions for which you are filing a claim for benefits.

## **FILING A DISABILITY INCOME INSURANCE CLAIM: LONG TERM BENEFITS (continued)**

For Your Long Term Disability claim, We may request that You send Proof of continuing disability, satisfactory to Us, indicating that You are under the Regular Care of a Doctor. Proof of continuing Disability must be provided at Your expense, and must be received within 30 days of a request by Us. MetLife will deny Your claim or stop sending Your payments if the appropriate information is not submitted.

**Time Limit on Legal Actions.** A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

### **Fraud and Material Misrepresentation**

In the event that You, with intent to injure, defraud or deceive, provide any information or file a claim and/or supporting documentation that contains any false, incomplete or misleading information, including information or documentation that is materially false, Your claim for benefits under this certificate may be terminated or denied, and We may recover any overpayment that may result from such actions in accordance with the Overpayments provision above.

## **GENERAL PROVISIONS**

### **Assignment**

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

### **Disability Income Benefit Payments: Who We Will Pay**

We will make any benefit payments during Your lifetime to You or Your legal representative as Beneficiary. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Upon Your death, We will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary for any amount that is or becomes due, according to the following order:

1. Your Spouse, if alive;
2. Your child(ren), if there is no surviving Spouse;
3. Your parent(s), if there is no surviving child(ren);
4. Your sibling(s), if there is no surviving parent(s);
5. Your estate, if there is no such surviving sibling(s).

If more than one person is eligible to receive payment, We will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum.

### **Entire Contract**

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

### **Incontestability: Statements Made by You**

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest Disability Insurance after it has been in force for 2 years during Your life, unless the statement is fraudulent. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life, unless the statement is fraudulent.

## **GENERAL PROVISIONS (continued)**

### **Misstatement of Age**

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

### **Conformity with Law**

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

### **Physical Exams**

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

### **Overpayments for Disability Income Insurance**

#### **Recovery of Overpayments**

We have the right to recover any amount that We determine to be an overpayment.

An overpayment occurs if We determine that:

- the total amount paid by Us on Your claim is more than the total of the benefits due to You under this certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us. Our rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this certificate. This agreement:

- confirms that You will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of Other Income.

#### **How We Recover Overpayments**

We may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this certificate;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

## **GENERAL PROVISIONS (continued)**

### **Lien and Repayment**

If You become Disabled and You receive Disability benefits under this certificate and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse Us from the proceeds of such payment up to an amount equal to the benefits paid to You under this certificate for such Disability. right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and Our right shall provide Us with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this certificate for such Disability. You agree to take all action necessary to enable Us to exercise Our rights under this provision, including, without limitation:

- notifying Us as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate;
- furnishing of documents and other information as requested by Us or any person working on Our behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this certificate, up to an amount equal to the benefits paid to You under this certificate for such Disability, to be paid immediately to Us upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with Us in any recovery efforts and You shall not interfere with Our rights under this provision. Our rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this certificate.

**THIS IS THE END OF THE CERTIFICATE.  
THE FOLLOWING IS ADDITIONAL INFORMATION.**



## **SPECIAL SERVICES**

### **Social Security Assistance Program**

If your claim for Disability benefits under this plan is approved, MetLife provides you with assistance in applying for Social Security disability benefits. Before outlining the details of this assistance, you should understand why applying for Social Security disability benefits is important.

### **Why You Should Apply For Social Security Disability Benefits**

Both you and your employer contribute payroll taxes to Social Security. A portion of those tax dollars are used to finance Social Security's program of disability protection. Since your tax dollars help fund this program, it is in your best interest to apply for any benefits to which you may be entitled. Your spouse and children may also be eligible to receive Social Security disability benefits due to your Disability.

There are several reasons why it may be to your financial advantage to receive Social Security disability benefits. Some of them are:

#### **1. Avoids Reduced Retirement Benefits**

Should you become disabled and approved for Social Security disability benefits, Social Security will freeze your earnings record as of the date Social Security determines that your disability has begun. This means that the months/years that you are unable to work because of your disability will not be counted against you in figuring your average earnings for retirement and survivors benefit.

#### **2. Medicare Protection**

Once you have received 24 months of Social Security disability benefits, you will have Medicare protection for hospital expenses. You will also be eligible to apply for the medical insurance portion of Medicare.

#### **3. Trial Work Period**

Social Security provides a trial work period for the rehabilitation efforts of disabled workers who return to work while still disabled. Full benefit checks can continue for up to 9 months during the trial work period.

#### **4. Cost-of-Living Increases Awarded by Social Security Will Not Reduce Your Disability Benefits**

MetLife will not decrease your Disability benefit by the periodic cost-of-living increases awarded by Social Security. This is also true for any cost-of-living increases awarded by Social Security to your spouse and children.

This is called a Social Security "freeze." It means that only the Social Security benefit awarded to you and your dependents will be used by MetLife to reduce your Disability benefit; with the following exceptions:

- a) an error by Social Security in computing the initial amount;
- b) a change in dependent status; or
- c) your Employer submitting updated earnings records to Social Security for earnings received prior to your Disability.

Over a period of years, the net effect of these cost-of-living increases can be substantial.

### **How MetLife Assists You in the Social Security Approval Process**

As soon as you are approved for Disability benefits, MetLife begins assisting you with the Social Security approval process.

## **SPECIAL SERVICES**

### **1. Assistance Throughout the Application Process**

MetLife has a dedicated team of Social Security Specialists. These Specialists, many of whom have worked for the Social Security Administration, are also located within our Claim Department. They provide expert assistance up front, offer support while you are completing the Social Security forms, and help guide you through the application process.

### **2. Guidance Through Appeal Process by Social Security Specialists**

Social Security disability benefits may be initially denied, but are often approved following an appeal. If your benefits are denied, our dedicated team of Social Security Specialists provides expert assistance on an appeal if your situation warrants continuing the appeal process. They guide you through each stage of the appeal process. These stages may include:

- a) Reconsideration by the Social Security Administration
- b) Hearing before an Administrative Law Judge
- c) Review by an Appeals Council established within the Social Security Administration in Washington, D.C.
- d) A civil suit in Federal Court.

### **3. Social Security Attorneys**

Depending on your individual needs, MetLife may provide a referral to an attorney who specializes in Social Security law. The Social Security approved attorney's fee is credited to the Long Term Disability overpayment, which results upon your receipt of the retroactive Social Security benefits. The attorney's fee, which is capped by Social Security law, will be deducted from the lump sum Social Security Disability benefits award and will not be used to further reduce your Long Term Disability benefit.

### **Early Intervention Program**

The MetLife Early Intervention Program is offered to all covered employees, and your participation is voluntary\*. The program helps identify early those employees who might benefit from vocational analyses and rehabilitation services before they are eligible for Long Term Disability benefits. Early rehabilitation efforts are more likely to reduce the length of your Long Term Disability and help you return to work sooner than expected.

If you cannot work, or can only work part-time due to a disability, your employer will notify MetLife. Our Clinical Specialists may be able to assist you by:

1. Reviewing and evaluating your disabling condition, even before a claim for Long Term Disability benefits is submitted (with your consent);
2. Designing individualized return to work plans that focus on your abilities, with the goal of return to work;
3. Identifying local community resources;
4. Coordinating services with other benefit providers, including: medical carrier, short term disability carrier,\* workers' compensation carrier, and state disability plans;
5. Monitoring return to work plans in progress and modifying them as recommended by the attending physician (with your consent).

Our assistance is offered at no cost to either you or your employer.

\* If you also have MetLife Short Term Disability coverage or Salary Continuance Plan Management, these services are provided automatically. Notification by your employer is not necessary.

## **SPECIAL SERVICES**

### **Return To Work Program**

#### **Goal of Rehabilitation**

The goal of MetLife is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what employees can do versus what they can't, we can assist you in returning to work sooner than expected.

#### **Incentives For Returning To Work**

Your Disability plan is designed to provide clear advantages and financial incentives for returning to work, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable, but you do not participate in the Return to Work Program, your Disability benefits may cease.

#### **Return-to-Work Services**

As a covered employee you are automatically eligible to participate in our Return-to-Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities. There is no additional cost to you for the services we provide, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

##### **1. Vocational Analyses**

Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

##### **2. Labor Market Surveys**

Studies to find jobs available in your locale that would utilize your abilities and skills. Also identify one's earning potential for a specific occupation.

##### **3. Retraining Programs**

Programs to facilitate return to your previous job, or to train you for a new job.

##### **4. Job Modifications/Accommodations**

Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

This also includes changes in your job or accommodations to help you perform the previous job or a similar vocation, as required of your employer under the Americans With Disabilities Act (ADA).

##### **5. Job Seeking Skills and Job Placement Assistance**

Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

#### **Return-to-Work Program Staff**

The Case Manager handling your claim will coordinate return-to-work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of our clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

## **SPECIAL SERVICES**

### **Rehabilitation Vendor Specialists**

In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; MetLife pays for all vendor services. Selecting a rehabilitation vendor is based on:

1. attending physician's evaluation and recommendations;
2. your individual vocational needs; and
3. vendor's credentials, specialty, reputation and experience.

When working with vendors, we continue to collaborate with you and your doctor to develop an appropriate return-to-work plan.

**THE FOLLOWING IS ADDITIONAL INFORMATION.**

## ERISA INFORMATION

THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE US AIRWAYS, INC. DISABILITY INSURANCE PLAN AND IS LEGALLY ENFORCEABLE AS PART OF THE PLAN WITH RESPECT TO ITS TERMS AND CONDITIONS. IN THE EVENT THERE IS NO OTHER PLAN DOCUMENT, THIS DOCUMENT SHALL SERVE AS A SUMMARY PLAN DESCRIPTION AND SHALL ALSO CONSTITUTE THE PLAN.

### NAME AND ADDRESS OF EMPLOYER AND PLAN ADMINISTRATOR

US Airways, Inc.  
4000 East Sky Harbor Blvd  
Phoenix, AZ 85034

**EMPLOYER IDENTIFICATION NUMBER:** 53-0218143

PLAN NUMBER	COVERAGE	PLAN NAME
516	Disability Income Insurance: Long Term Benefits	US Airways, Inc. Group Life and Disability Plan

### TYPE OF ADMINISTRATION

The above listed benefits are insured by Metropolitan Life Insurance Company ("MetLife").

MetLife is liable for any benefits under the Plan. The group policy specifies the time when and the circumstances under which MetLife is liable for Disability Income Insurance: Long Term Benefits.

### AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under the Plan, service of legal process may be made upon the Plan administrator at the above address. For disputes seeking payment of benefits, service of legal process may be made upon MetLife by serving MetLife's designated agent to accept service of process.

### ELIGIBILITY FOR INSURANCE; DESCRIPTION OR SUMMARY OF BENEFITS

Your MetLife certificate describes the eligibility requirements for insurance provided by MetLife under the Plan. It also includes a detailed description of the insurance provided by MetLife under the Plan.

### PLAN TERMINATION OR CHANGES

The group policy sets forth those situations in which the Employer and/or MetLife have the rights to end the policy.

The Employer reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the insurance described herein for the duration of your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event Your insurance ends in accordance with the DATE YOUR INSURANCE ENDS subsection of Your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in Your MetLife certificate.

## **CONTRIBUTIONS TO PREMIUM**

If you enroll for Disability Income Insurance: Long Term Benefits coverage, you are required to make contributions to premiums.

Premium rates are set by MetLife.

## **PLAN YEAR**

The Plan's fiscal records are kept on a Plan year basis beginning each January 1st and ending on the following December 31st.

## **QUALIFIED DOMESTIC RELATIONS ORDERS/QUALIFIED MEDICAL CHILD SUPPORT ORDERS**

You and your beneficiaries can obtain, without charge, from the Plan Administrator a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and Qualified Medical Child Support Orders (QMCSO).

## **CLAIMS INFORMATION**

### **Disability Benefits Claims**

#### **Routine Questions**

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

#### **Claim Submission**

For claims for disability benefits, the claimant must report the claim to MetLife and, if requested, complete the appropriate claim form. The claimant must also submit the required proof as described in the "Filing A Claim" section of the certificate.

Claim forms requested by MetLife must be submitted in accordance with the instructions on the claim form.

#### **Initial Determination**

After you submit a claim for disability benefits to MetLife, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 45 days from the date you submitted your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case MetLife may have up to two (2) additional extensions of 30 days each to provide you such notification. If MetLife needs an extension, it will notify you prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of MetLife's notice requesting further information and an extension until MetLife receives the requested information does not count toward the time period MetLife is allowed to notify you as to its claim decision. You will have 45 days to provide the requested information from the date you receive the extension notice requesting further information from MetLife.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criteria was relied upon in making the denial,

the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge.

### **Appealing the Initial Determination**

If MetLife denies your claim, you may appeal the decision. Upon your written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After MetLife receives your written request appealing the initial determination, MetLife will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

MetLife will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after MetLife's receipt of your written request for review, except that under special circumstances MetLife may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, MetLife will notify you prior to the expiration of the initial 45 day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information, the time period from MetLife's notice to you of the need for an extension to when MetLife receives the requested information does not count toward the time MetLife is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from MetLife.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criteria was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.



## **Discretionary Authority of Plan Administrator and Other Plan Fiduciaries**

In carrying out their respective responsibilities under the Plan, the Plan administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

## **STATEMENT OF ERISA RIGHTS**

The following statement is required by federal law and regulation.

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan administrator's office and at other specified locations, all Plan documents, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### **FUTURE OF THE PLAN**

It is hoped that the Plan will be continued indefinitely, but US Airways, Inc. reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

The Board of Directors of US Airways, Inc. shall be empowered to amend or terminate the Plan or any benefit under the Plan at any time.