

# Agent, Representative and Planner Voluntary Long-Term Disability Plan

## How the Plan Works

The Company offers eligible employees the opportunity to participate in the Long-Term Disability (LTD) Plan.

LTD Plan benefits replace a portion of your salary when you are unable to work as a result of a disability. Most absences from work due to disability are generally of short duration and covered by paid sick time or Optional Short-Term Disability (OSTD) Insurance benefits. However, some absences may continue for longer periods. LTD Plan coverage provides you protection during these extended absences. LTD Plan benefits also provide you the opportunity to return to work on a trial basis and to participate in a rehabilitation program. You pay the cost of LTD Plan benefits through payroll deductions with after-tax contributions. If you choose not to enroll when you are first eligible and later decide to enroll, proof of good health is required.

MetLife is the claims processor. The LTD Plan is self-funded through employee contributions deposited to a Voluntary Employees Beneficiary Association (VEBA) trust established under Section 501(c)(9) of the Internal Revenue Code. Benefits are paid from trust assets.

The Company provides limited salary protection for non-work related disabilities through accrued sick pay and Optional Short-Term Disability (OSTD) Insurance benefits. OSTD Insurance benefits end after a maximum period of 26 weeks. If you also participate in the LTD Plan, your LTD Plan benefits begin after the latest of:

- The date you are disabled for four consecutive months; the latest day you received salary/pay from the Company (both salary continuance [if applicable] and sick pay); or
- The last day you receive other benefits for this disability.

## Definition of Total Disability

During the elimination period and the first 24 months for which LTD Plan benefits are payable, you are considered totally disabled if you are not gainfully employed in any type of

job for wage or profit and are unable to perform major and substantial duties of your own occupation because of sickness or accidental bodily injury.

### ***Appropriate Care and Treatment***

You will be required to receive Appropriate Care and Treatment during your disability. Appropriate Care and Treatment means medical care and treatment that is:

- Given by a physician whose medical training and clinical specialty are appropriate for treating your disability;
- Consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- Consistent with a physician's diagnosis of your disability; and
- Intended to maximize your medical and functional improvement.

After 24 months during which benefits are payable, you are considered totally disabled if you are not gainfully employed in any type of job for any employer and are unable to perform major and substantial duties of any occupation or employment for wage or profit for which you have become reasonably qualified by training, education or experience.

The only conditions under which you may be gainfully employed in any type of job for wage or profit and still be considered totally disabled are described under the Return-to-Work Program.

The Company's approval of your sickness or injury leave of absence is independent of disability benefit determination and should not be construed as validation of your disability claim or any guarantee of benefits payable for your disability claim.

### **LTD Plan Benefits**

LTD Plan benefits are not taxable income because you pay for this coverage with after-tax contributions.

**Full-time employees:** Your monthly LTD Plan benefit, together with benefits from other sources, equals 60% of your base monthly salary (up to \$6,666.67) on your last day worked, plus 50% of the portion of your base monthly salary that is greater than \$6,666.67, up to a maximum covered salary of \$200,000.

**Part-time employees:** Your monthly LTD Plan benefit, together with benefits from other sources, is 60% of your base monthly salary. (Average monthly salary is based on average weekly earnings for the last six months.)

The minimum LTD Plan benefit for both full-time and part-time employees is the greater of 10% of your pre-disability base monthly salary on your last day worked or \$100 per month.

Whether you are a full-time or part-time employee, the amount you receive from LTD Plan is reduced by your income from other sources, including, but not limited to, other disability plans, unemployment benefits, Social Security Disability Benefits and benefits from Workers' Compensation, occupational disease law or other similar law. If you have a family and are eligible for family Social Security Disability Benefits, total payments from all sources will not be more than 80% of your base monthly salary on your last day paid.

The LTD Plan may provide you the opportunity to return to work or enter a Company-paid rehabilitation program without losing your LTD Plan benefits. However, if you are approved to participate in the Return-to-Work Program, your monthly LTD Plan benefit is decreased by 50% of your earnings during the return-to-work period.

The Return-to-Work Program is separate from the Workers' Compensation Transitional Duty program for employees with a work-related injury or illness. Employees participating in the Transitional Duty program are not eligible for this MetLife program. For details, see the Return-to-Work Program and Vocational Rehabilitation Benefit.

### **Severe Condition Benefit**

(This is a new benefit in the LTD Plan, and is effective for disabilities beginning on or after January 1, 2011 with additional updates January 2, 2015.)

LTD Plan participants who are receiving LTD Plan benefits due to a Severe Condition often incur additional expenses that their health coverage and LTD Plan benefits don't cover — for example, living expenses, lodging expenses, household costs, medical expenses not covered by the medical coverage, etc. The LTD Plan now provides some financial help to those LTD Plan participants with Severe Conditions.

Severe Condition refers to only the following medical conditions:

- Cancer
- Heart attack
- Kidney failure
- Major organ failure requiring transplant
- Paraplegia
- Quadriplegia
- Stroke
- Alzheimer's Disease (AD) - \*date of disability on or after January 1, 2015

Effective January 1, 2011, the LTD Plan will provide a tax-free \$5000 lump sum Severe Condition Benefit (SCB) to LTD Plan participants who meet the eligibility requirements. This SCB is payable only one time during the entire time you are covered under the LTD Plan, irrespective of how many Severe Conditions you may have. To be eligible to receive this benefit, you must meet all of the following criteria:

- Be an LTD Plan participant with LTD Plan coverage in force
- Be totally disabled (as defined by the LTD Plan) and be receiving LTD Plan benefits
- Your Severe Condition begins on or after January 1, 2011, as documented by a board-certified physician certified in the appropriate medical specialty applicable to your Severe Condition

This \$5000 SCB is payable only one time during the entire time you are covered under the LTD Plan, irrespective of how many Severe Conditions you may have. Your SCB benefit is tax-free, and is not reduced by your LTD benefit or by any other benefit sources that reduce your LTD benefit.

Severe Conditions are defined as follows:

<b>Severe Condition</b>	<b>Definition/Documentation</b>
<b>Cancer</b>	<p>Presence of one or more invasive malignant tumors characterized by the uncontrollable and abnormal growth and spread of malignant cells with invasion of normal tissue that requires the following:</p> <ul style="list-style-type: none"> <li>• Medically necessary surgery, radiotherapy or chemotherapy; OR</li> <li>• Metastasis(es) has occurred (or is occurring); OR</li> <li>• The diagnosed cancer has a terminal prognosis, and the patient is not expected to live beyond 24 months from the date of diagnosis, and will not benefit from or has exhausted curative therapy; OR</li> <li>• Carcinoma <i>in situ</i> classified by the TNM Staging classification as TisN0M0 and requires medically necessary surgery, radiotherapy or chemotherapy; OR</li> <li>• Malignant tumors classified by the TNM Staging classification as T1N0M0 or greater, which are treated by endoscopic means; OR</li> <li>• Malignant melanoma(s) classified by the TNM Staging classification as T1N0M0, with a pathology report documenting a Breslow tumor thickness of 0.75 mm or less; OR</li> <li>• Tumors of the prostate classified by the TNM Staging classification as T1bN0M0 or T1cN0M0 and treated with radical prostatectomy or external beam radiotherapy.</li> </ul>
<b>Heart Attack (Myocardial infarction)</b>	<p>The death of a portion of the heart muscle as a result of obstruction of one or more coronary arteries due to atherosclerosis, spasm, thrombus(i) or embolus(i)</p>
<b>Stroke</b>	<p>Cerebrovascular accident or incident producing measureable, functional, and permanent neurological impairment caused by any of the following which result in an infarction of brain tissue:</p> <ul style="list-style-type: none"> <li>• Hemorrhage</li> <li>• Thrombus</li> <li>• Embolus from an extra-cranial source</li> <li>• Stroke does not include transient ischemic attack(s) or prolonged reversible ischemic attacks.</li> </ul>
<b>Kidney Failure</b>	<p>Total, end-stage irreversible failure of both kidneys' function, that requires the following:</p> <ul style="list-style-type: none"> <li>• Medically necessary immediate and regular (weekly) kidney dialysis that is expected to continue for at least 6 months; OR</li> <li>• Medically necessary kidney transplant</li> </ul>
<b>Major Organ Failure Requiring Transplant</b>	<ul style="list-style-type: none"> <li>• Irreversible failure of the participant's entire:</li> <li>• Heart, lung, kidney, pancreas, small intestine or any combination thereof, that requires medically necessary replacement with an entire organ(s) from a human donor, and the patient has been placed on the transplant list or the transplant has been performed; OR</li> <li>• Liver, that requires medically necessary complete or partial replacement with an entire liver or liver tissue from a human donor, and the patient has been placed on the transplant list or the transplant has been performed; OR</li> <li>• Bone marrow that requires medically necessary replacement with the bone marrow from either the patient himself or from a human</li> </ul>

Severe Condition	Definition/Documentation
	donor
<b>Paraplegia</b>	Paralysis of the lower portion of the body (from waist or hip level), including both lower limbs
<b>Quadriplegia</b>	Paralysis of the upper and lower portions of the body (from neck, shoulder or chest level), including all four limbs
<b>Alzheimer 's Disease</b>	<p>The development of multiple, progressive cognitive deficits manifested by memory impairment (impaired ability to learn new information or to recall previously learned information) and one or more of the following cognitive disturbances:</p> <ul style="list-style-type: none"> <li>• aphasia (language disturbance);</li> <li>• apraxia (impaired ability to carry out motor activities despite intact motor function);</li> <li>• angosia (failure to recognize or identify objects despite intact sensory function); and</li> <li>• disturbance in executive functioning (i.e. planning, organizing, sequencing, abstracting).</li> </ul> <p>Proof of Alzheimer's Disease requires a Diagnosis made in Writing by a Neurologist, Geriatrician, or Neuropsychologist and supported by all of the following:</p> <ul style="list-style-type: none"> <li>• formal neuropsychological testing performed by a Neuropsychologist confirming dementia;</li> <li>• laboratory tests have been completed as part of the evaluation to rule out etiologies other than Alzheimer's Disease; and</li> <li>• magnetic resonance imaging, computerized tomography or other reliable imaging techniques that have been completed as part of the evaluation to rule out etiologies other than Alzheimer's Disease.</li> </ul> <p>The Covered Condition for Alzheimer's Disease will be deemed to Occur on the date that the Diagnosis of Alzheimer's Disease is made and all other etiologies have been ruled out.</p> <p>We will not pay benefits for a Diagnosis of Alzheimer's Disease for: other central nervous system conditions that may cause deficits in memory and cognition (e.g., cerebrovascular disease, Parkinson's disease, normal-pressure hydrocephalus);</p> <ul style="list-style-type: none"> <li>• systemic conditions that are known to cause dementia (e.g., hypothyroidism, vitamin B12 or folic acid deficiency, niacin deficiency, hypercalcemia, neurosyphilis);</li> <li>• substance-induced conditions; or</li> <li>• any form of dementia that is not diagnosed as Alzheimer's Disease.</li> </ul>

Severe Condition	Definition/Documentation

To apply for this benefit, you must submit to the claim processor proof that you've been diagnosed with a Severe Condition and the date of such diagnosis, and this proof must be signed and certified by your treating board-certified physician certified in the appropriate medical specialty applicable to your Severe Condition. You may also be asked to have your physician submit copies of his/her clinical records of your diagnosis and treatment for your Severe Condition, including one or more of the following:

- **Cancer:** Pathology reports confirming the diagnosis.
- **Heart Attack:** Proof of inpatient hospitalization, laboratory reports of elevated cardiac enzymes, toponins or cardiac markers, EKG changes reflecting an acute myocardial infarction, cardiac imaging studies reflecting an acute myocardial infarction.
- **Kidney Failure:** Nephrologist's confirmed diagnosis of kidney failure.
- **Recipient of Major Organ Transplant:** Specialist's confirmation of major organ failure, proof that patient has been placed on the transplant list, documentation that the transplant has occurred.
- **Paraplegia:** Successive neurological examinations with demonstrations of weakness of both lower limbs, usually accompanied by impairment of bladder/bowel control, motor weakness, muscle atrophy, abnormal deep tendon reflexes, radioimaging confirmation of neurological deficit.
- **Quadriplegia:** Successive neurological examinations with demonstrations of weakness of all four limbs, usually accompanied by impairment of bladder/bowel control, motor weakness, muscle atrophy, abnormal deep tendon reflexes, radioimaging confirmation of neurological deficit.
- **Stroke:** Clinical confirmation of the diagnosis of Stroke based on clinical evidence of significant neurological impairment that is functional, measureable, and permanent based on MRI, CT or other reliable imaging techniques demonstrating the affected areas of the brain. Such neurological impairment must be documented in the clinical records 30 or more days after the cerebrovascular accident/incident by the neurologist, and be based on clinical evidence of significant neurological, motor or sensory impairment.
- **Alzheimer's Disease:** formal neuropsychological testing performed by a Neuropsychologist confirming dementia; laboratory tests have been completed as part of the evaluation to rule out etiologies other than Alzheimer's Disease; and magnetic resonance imaging, computerized tomography or other reliable imaging techniques that have been completed as part of the evaluation to rule out etiologies other than Alzheimer's Disease.

The claim processor will review your claim, and if approved, will make the \$5000 SCB payment to you, in one lump sum. This SCB is paid *in addition to* your monthly LTD Plan benefit, and the \$5000 benefit is tax-free.

Benefits will not be paid for any Severe Condition that is:

- Caused by, contributed by or resulting from your voluntarily taking or using any drug, medication, sedative or other substance unless it is:
  - Taken or used as prescribed by your physician, or
  - An 'over the counter' drug, medication, sedative or other substance taken according to package directions.
- One for which diagnosis is made outside the United States, unless the diagnosis is confirmed in the United States.
- Does not first occur while you are covered under this LTD Plan.
- A diagnosis of stroke for cerebral symptoms due to migraine; cerebral injury resulting from hypoxia or trauma; or vascular disease affecting the eye, optic nerve, middle or inner ear or vestibular function.
- Cancer classified by the TNM Staging classification as less than T1N0M0, papillary tumor of the bladder classified as Ta, tumors of the prostate classified as T1N0M0 or T1aN0M0 or papillary tumors of the thyroid classified as T1N0M0 or less and are one centimeter or less in diameter.
- Tumor(s) in the presence of the human immunodeficiency virus.
- Any non-melanoma skin cancer unless there is metastasis or melanoma *in situ* classified as T1sN0M0.
- Chronic Lymphocytic Leukemia, classified by RAI classification as less than Stage III.
- Melanoma in situ classified by the TNM Staging classification as TisN0M0.
- Any form of dementia that is not diagnosed as Alzheimer's Disease.

**LTD Benefit Elimination Period**

The elimination period is the waiting period before LTD Plan benefits are payable. It extends until the latest of the following:

- The date you have been continuously totally disabled for four consecutive months or
- The last day of salary continuation (injury-on-duty pay or sick pay) during total disability.

**Duration of LTD Benefits**

After you qualify for LTD Plan benefits, if you remain disabled, you receive a monthly benefit for the following maximum period:

<b>Age at Which Disability Begins</b>	<b>Maximum Duration of Benefits</b>
Under age 60 or the day you turn age 60	To age 65
After your 60 <sup>th</sup> birthday	5 years

During your disability, you may be required to provide additional medical information or submit to periodic physical exams to confirm your continuing disability. LTD Plan benefits end if you do not agree to undergo a physical exam or provide the required information.

For age 60 or over employees who become disabled, the five-year maximum duration of benefits may allow your LTD Plan benefits to continue after you begin receiving your pension. If this occurs, your LTD Plan benefit will be offset by the amount of pension benefit you receive (or you are entitled to receive).

### **Filing a Claim for LTD Benefits**

You should file LTD Plan claim as soon as you become disabled. Do not wait until your sick pay is used up or until your four-month elimination period expires — file your claim immediately. The latest you can file your LTD Plan claim is one year after your disability began. If you file your disability claim beyond this one-year deadline, your claim will not be accepted and you will not be eligible for LTD Plan benefits.

MetLife is the claims processor for the LTD Plan. The LTD Plan is funded by employee contributions and managed by the Company through a trust. Benefits are paid from trust assets.

The following is a summary of how you file a claim for disability benefits:

- You only need to file one claim to request benefits under the OSTD Insurance, state disability plans (other than California, Rhode Island and Hawaii, which have their own forms that must be filed directly with the respective states) and LTD Plan programs. You or your supervisor should request the [Disability Claim Form](#) as soon as you become disabled.
- You, your supervisor and your attending physician must each complete part of the form:
  - Disability Claim Employer Statement: Your supervisor completes this page.
  - Disability Claim Employee Statement: You complete this page. Be sure to sign the Reimbursement Agreement on the back of the form (see Benefits from Other Sources).
  - Disability Claim Attending Physician Statement: Your physician completes this page.

The completed sections may be mailed together or separately to the claims processor at the address on the form.

After the claims processor receives the form, your claim will be processed. Sometimes the claims processor may request additional information. You will be notified of the decision regarding your claim. Notification and/or payment is made directly to you.

### **When LTD Benefits Begin**

Provided you qualify, LTD Plan benefits are payable at the end of the elimination period.

- The date you are disabled for four consecutive months;
- The latest day you received salary/pay from the Company (both salary continuance and sick pay) — sick pay must be exhausted; or
- The last day you receive other benefits for your disability.

If you are collecting vacation pay when LTD Plan benefits become payable, your LTD Plan benefits will not begin until your vacation pay ends. If you return to work in a capacity comparable to your pre-disability status during the elimination period, you are still considered continuously disabled if you become totally disabled again due to the same or related sickness or injury within 60 days after returning to work in your pre-disability

occupation or other comparable work. However, days worked do not count toward your elimination period.

If you have received LTD Plan benefits for an earlier disability and become totally disabled again, your most recent disability is considered part of the previous disability. However, this provision does not apply if you have returned to work in a capacity comparable to your pre-disability status for at least three months or, if the cause of the later disability is totally unrelated to the earlier disability. If it is considered a separate period of disability, you must satisfy a new elimination period.

### **When LTD Benefits End**

Your LTD Plan benefits automatically end on the earliest of the following dates:

- The date your benefits expire, as explained in Duration of Benefits;
- The date you reach age 65 (unless disabled after age 60);
- The date you are no longer disabled (e.g., you no longer meet the definition of total disability, you are no longer receiving Appropriate Care and Treatment, etc.);
- The date you become gainfully employed in any type of job, except under the Return-to-Work Program;
- The date benefits end, if disability is due to a mental health disorder or neuromuscular, musculoskeletal or soft tissue disorder — see Exclusions and Limitations; or
- The date you die.

If and when you return to work, you or your supervisor must contact MetLife to stop benefit payments. This ensures proper closure of your claim and avoids possible overpayment. You are responsible for repaying any overpayments you receive.

If your employment terminates from a sickness or injury Leave of Absence and you are receiving LTD Plan benefits, these LTD Plan benefits will continue until you meet one or more of the conditions listed above. However, when you meet one or more of these conditions and your LTD Plan benefits terminate, your LTD Plan coverage also terminates at the same time. After your LTD Plan benefits and LTD Plan coverage terminate, any later recurrence or relapse of your disabling condition or your development of any other disabling condition, will not reactivate your LTD Plan coverage, will not result in any reinstatement of LTD Plan benefits and will not cause any LTD Plan benefits to resume.

### **LTD Exclusions and Limitations**

The LTD Plan has the following exclusions and limitations:

If you become disabled before the effective date, you are not covered under the LTD Plan until you return to work and deductions are taken from your pay.

You are not covered under the LTD Plan for a disability if you received medical care or treatment for the disability within the three months before the effective date of coverage. However, after you have been covered for 12 months, this limitation on disability no longer applies and you may receive benefits.

If you are disabled due to a mental health disability (this includes mental health disorders, emotional disease and/or alcohol/chemical/substance abuse/dependency), disability benefits under this coverage will end when you have received a maximum of 24 months of LTD Plan benefits for the entire time you are covered under the LTD Plan. This maximum benefit applies to the duration of your participation in this coverage. As part of a mental health

disability, chemical abuse/dependency includes, but is not limited to, both prescription and over-the-counter medications, as well as illicit/illegal drugs; substance abuse/dependency includes, but is not limited to, any other non-drug substances such as aerosol propellants, glue, etc.

This 24-month maximum disability benefit applies whether or not you have been hospitalized, with the following exceptions:

- If you are confined in a hospital at the end of this 24-month maximum benefit period, benefits continue as long as you are confined.
- To enable a necessary recovery period, benefits also continue for up to 90 days following your release from hospital confinement, provided you were confined for at least 14 consecutive days.
- If you are reconfined during this 90-day recovery period, benefits continue during your reconfinement, together with another 90-day recovery period, provided you are reconfined for at least 14 consecutive days.
- Benefits are not payable unless you are receiving Appropriate Care and Treatment for your disabling conditions from a duly-qualified physician.
- Benefits are not payable if the Plan Administrator determines in its sole discretion that you are disabled as a direct or indirect result of committing or trying to commit a felony, assault or other serious crime or are engaged in an illegal occupation, regardless of whether or not you are ever charged with a crime or for engaging in an illegal occupation.
- Benefits are not payable if you are disabled as a result of intentionally self-inflicted injuries or an attempted suicide.
- Benefits are not payable if you are disabled as a result of a declared or undeclared act of war.
- Benefits are payable only to employees. Dependents are not eligible for this benefit.
- Preexisting Conditions Exclusion: You are not covered under this benefit for a disability if you received medical care or treatment for the disability within the three months before the effective date of this coverage. However, after you have been covered for 12 months, this limitation on disability no longer applies and you may receive benefits. (See Glossary for the OSTD Insurance benefit definition of a preexisting condition.)
- If you are disabled due to a neuromuscular, musculoskeletal and/or soft tissue disorder disability, the disability benefits under the LTD Plan will end when you have received a maximum of 24 months of disability benefits for the entire time you are covered under the LTD Plan. This 24-month maximum benefit applies to the duration of your participation in this coverage. Neuromuscular, musculoskeletal and/or soft tissue disorders include, but are not limited to any disease, injury or disorder of the spine, the vertebrae, their supporting structures, muscles and/or soft tissue; bones, nerves, supporting body structures, muscles and/or soft tissue of all joints, extremities and/or major body complexes of movement; sprains/strains of all joints and muscles. This 24-month maximum benefit does not apply to disabilities, if such disabilities have documented objective clinical evidence of:
  - Seropositive arthritis (inflammatory disease of the joints), supported by clinical findings of arthritis and positive serological tests for connective tissue disease;
  - Spinal (referring to the bony spine and/or spinal cord tumor(s) — abnormal growths — whether benign or malignant), malignancy or vascular malformations (abnormal development of blood vessels);
  - Radiculopathies (disease of the peripheral nerve roots) supported by objective clinical evidence of nerve pathology;

- Myelopathies (disease of the spinal cord and/or nerves) supported by objective clinical evidence of spinal cord/nerve pathology;
- Traumatic spinal cord necrosis (injury or disease of the spinal cord) resulting from traumatic injury with paralysis; or
- Musculopathies (disease of the muscle/muscle fibers) supported by objective pathological evidence on muscle biopsy or electromyography.
- Disabilities caused by the aforementioned conditions — provided objective evidence confirms the diagnosis — will not be subject to the 24-month limitation, but will be benefited according to all other applicable LTD Plan provisions.

The Plan Administrator in its sole discretion shall determine whether any exclusion or limitation applies.

### **Benefits from Other Sources**

If you qualify for disability benefits from other sources, your LTD Plan benefits are reduced by the amount of the following periodic benefits. Your LTD Plan benefits are reduced if you are either receiving these other benefits or are entitled to receive these benefits upon your timely filing of respective claims:

- Periodic benefits for loss of time because of this disability under:
  - Any employee benefit coverage for which the Company has paid any part of the cost or made payroll deductions, including a Company-sponsored annuity contract or disability retirement benefits plan
  - Any government law including no-fault motor vehicle insurance, other than a law providing benefits for military services.
- Periodic benefits for loss of time due to a work-related injury or illness or by reason of any Workers' Compensation, occupational disease law or other similar law.
- Unemployment benefits.
- Social Security Disability Benefits (SSDB) based on the amount of SSDB in effect as of the LTD Plan benefit start date. This may not apply if your disability is a result of a pregnancy or if your disability lasts less than one year. Periodic increases in monthly SSDB income (through cost-of-living increases) and additional Social Security retirement and survivor benefits are not subtracted from LTD Plan benefits.
- Earnings from employment activity not approved under return-to-work guidelines.
- Any LTD Plan benefit a participant receives while disabled may be offset by the amount of Retiree Benefit Plan pension benefits the participant is receiving (or is entitled to receive).

To alleviate potential financial hardship while waiting for a determination on a claim for Social Security, Workers' Compensation or other such benefits described above, you may request that such benefits not be deducted from your LTD Plan benefits. The Reimbursement Agreement is in the [Disability Claim Form](#). It states that you agree to reimburse the appropriate amount of LTD Plan benefits paid if Social Security, Workers' Compensation or other such benefits are later payable.

### **Social Security Disability Benefits**

Because the amount of LTD Plan benefits you receive is influenced by Social Security Disability Benefits (SSDB), you must apply for SSDB as soon as possible.

Within six months after your LTD Plan claim is approved, you must provide evidence to the claims processor that you have filed for SSDB or that your application has been denied. This does not apply if your disability is the result of pregnancy or is expected to last less than one year. Otherwise, your SSDB benefits will be estimated and your LTD Plan benefits will be reduced by the estimated amount.

Evidence may include a denial of benefits by the Social Security Administration, failure to qualify because of the length of your disability or a copy of the Receipt of Claim Form given to you by the Social Security Administration at the time of application. Please note that if your initial application is denied, you must file for reconsideration and/or appeal to the Social Security Administration.

### **Former Pension Benefit Supplement**

Effective January 1, 2004, the Pension Supplement Benefit in the Long-Term Disability Plan Ended

The Pension Benefit Supplement only applies to employees who are eligible to receive benefits from the defined benefit pension plan and were disabled prior to January 1, 2004. You are not accruing credited service toward your pension benefit. The LTD Plan pension supplement (also known as the "Deferred Benefit") makes up for this loss of credited service. Your pension supplement benefit is payable to you when you begin taking your pension. However, this benefit is paid separately from your pension benefit. If you choose to take your pension early, your pension supplement begins paying at the same time with the same reduction, if any, as your early pension benefit.

The amount of your pension supplement benefit is determined by placing the number of months of LTD Plan benefits you received before your 65<sup>th</sup> birthday into the applicable benefit formula under your Retirement Benefit Plan. No additional months will be credited after age 65. The formulas are:

- Minimum Benefit formula
- Career Average formula
- Final Average Salary formula
- Social Security Offset formula

If you elected an optional form of payment under your Retirement Benefit Plan, your pension supplement benefit is computed and paid the same way.

When your pension supplement benefit begins, if your monthly benefit is less than \$20, a lump sum payment may be made, rather than monthly benefit payments. The claims processor determines whether this is an option.

### **Freeze of Pension Supplement Benefit**

As part of the Company's restructuring, American Airlines Inc. froze its defined benefit pension plans for all work groups. This freeze was effective November 1, 2012. This pension plan freeze prohibits participants from accruing additional Credited Service on or after November 1, 2012.

The LTD Plan's Former Pension Supplement Benefit calculation uses Credited Service and number of months the LTD benefit was paid. Because the defined benefit pension plans have been frozen, it is necessary to freeze this Former Pension Supplement Benefit as well. Therefore, employees who accrued this benefit will still be eligible, but the accrual of

Credited Service and number of LTD payments made will cease on the earlier of the following:

- Your attaining age 65, or
- The date your LTD payments stop, or
- The date of the defined benefit pension plan freeze - November 1, 2012

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

The Return-to-Work Program, administered by MetLife, is a voluntary program that allows you, as a disabled employee collecting LTD Plan benefits, to work in an occupation or job for wage or profit for a trial period without losing your LTD Plan benefits. Your return to work must be approved by the claims processor and may not exceed one year. The claims processor will monitor your progress under this program. If you fully recover and are no longer disabled before the end of that year, you will no longer be eligible for the program.

During your trial work periods, you continue to receive LTD Plan benefits. However, your benefits are reduced by 50% of your earnings from employment. If your attempt to return to work is unsuccessful, you may return to your former LTD Plan status and receive your former benefit, provided you remain disabled and satisfy all other coverage provisions.

Employees who are participating in the Workers' Compensation Transitional Duty program are not eligible for this Return-to-Work Program and vice versa.

Following are the steps required to participate in the Return-to-Work Program:

- A request for consideration is initiated either by you, your supervisor, your physician or the claims processor.
- The request is distributed to all parties above and all must agree that you may return to work on a trial basis.
- When your return-to-work plan has been approved by all parties, MetLife will document the plan for signature. Documentation will include the following:
  - Written agreement from your physician, supervisor and you that you may return to work
  - Statement of approximate length of time for the trial work period
  - Statement of hours to be worked per day and rate of pay. (If hours per day vary, the claims processor will need regular bi-weekly or semi-monthly reports of earnings and hours worked.)
- The claims processor notifies you or your supervisor whether your return-to-work request has been approved.

If you are allowed to participate in the Return-to-Work Program, your supervisor must notify the claims processor of the date you return to work. In addition, if and when you can no longer work, both your supervisor and physician must send written notification to the claims processor of this change. If you return to work for the Company under this program, your supervisor should indicate "Returning to Work" on your Payroll Transaction Request (PTR).

Your LTD Plan payroll deductions will not resume until you are actively at work under the Return-to-Work Program for one consecutive year or when you are no longer disabled.

## **Vocational Rehabilitation Program**

If you are receiving LTD Plan benefits, you may be eligible to receive assistance through the Vocational Rehabilitation Benefit if approved by the claims processor. This benefit is not available for participants receiving OSTD.

Vocational Rehabilitation Benefits may cover expenses such as:

- Vocational counseling
- Job search assistance
- Occupational training
- Vocational education
- Prosthetic devices
- Psychotherapy
- Physiotherapy

You may request consideration for this benefit by writing to MetLife. See “Contact Information” in the *Reference Information* section.

After reviewing your request, the claims processor may require an in-depth field evaluation of your potential to return to work. If so, your supervisor will be notified with the necessary details. The claims processor may also request a complete job description and other documentation. After reaching a decision, the claims processor notifies you of the rehabilitation benefits to which you are entitled.