



# Table of Contents

- Introduction ..... 1
- Amendment or Termination of the Plan ..... 1
  - Company's Right to Amend or Terminate ..... 1
  - Official Plan Text Governs Terms and Conditions of Benefits Provided ..... 1
- Summary of Benefits ..... 2
  - Short-Term Disability Benefits ..... 2
  - Long-Term Disability and Supplemental Long-Term Disability Benefits ..... 4
  - Eligibility, Enrollment and Effective Date ..... 5
- Disability Benefits ..... 7
  - STD Benefits ..... 7
  - Qualification for LTD and S/LTD Benefits ..... 7
  - Duration of LTD and S/LTD Benefits ..... 7
  - Effect of Other Income on STD, LTD and S/LTD Benefits ..... 8
  - Effect of Statutory Benefits on STD, LTD and S/LTD Benefits ..... 8
  - Recurrent Period of STD Disability ..... 9
  - Employment After Expiration of STD Benefits ..... 9
- When Benefits Are Not Payable ..... 9
  - Exclusions ..... 10
- Rehabilitative Employment ..... 10
- Termination of Coverage ..... 12
  - When Coverage Ends ..... 12
- Continuation of Coverage During An Approved LOA or a Family and Medical Leave ..... 12
- Conversion ..... 13
- Claiming Your Benefits ..... 13
  - Reporting Your Claims: Claim Approval Process ..... 13
  - Claim Filing Limitation and Conditional Certification ..... 14
  - Your Right of Appeal of a Claim ..... 15
  - How Your Benefits Are Paid ..... 15
- Misstatement of Fact ..... 15
- Right To Recovery of Overpayment of Benefits ..... 15
- Plan Administration ..... 15





## Introduction

This summary serves as a reference for the Short-Term Disability, Long-Term Disability and the optional Supplemental Long-Term Disability Plans for Nonbargained Employees of Cingular Wireless LLC (the “Company”).

Paid time off from work—whether it is for vacations, holidays, personal needs, illness or injury—is one of your most valuable benefits. Your Cingular Paid Time Off bank (“PTO”), Short-Term Disability (“STD” or “STD Plan”) and Long-Term Disability (“LTD” or “LTD Plan”) are core benefits. The core benefits are provided by the Company at no cost to you. In addition, some Employee groups have the option to purchase additional coverage under the Supplemental Long-Term Disability Plan (“S/LTD” or “S/LTD Plan”) to provide supplemental income in the event of a Disability. To ensure that you receive tax-favored treatment for any S/LTD benefits paid to you, your cost for the optional S/LTD is paid through after-tax payroll deductions.

## Amendment or Termination of the Plan

### ***Company’s Right to Amend or Terminate***

The Company hopes to continue the STD, LTD and S/LTD Plans indefinitely. However, the Company reserves the unilateral right to terminate, amend, change, or modify the STD, LTD and S/LTD Plans, retroactively or prospectively, in whole or in part at any time or for any reason, including changes in any or all of the benefits provided herein. See the *Other Important Information Section*.

### ***Official Plan Text Governs Terms and Conditions of Benefits Provided***

This document is only a summary of the Disability benefits provided under the Cingular Wireless Health and Welfare Benefits Plan for Nonbargained Employees. The official terms of coverage are contained in a separate document. In the event of any *conflict* between this document and the actual Plan document, the Plan document is the final authority and will govern in all cases. The *Other Important Information Section* also contains information about the Plans. You should read that section in conjunction with this SPD.



# Summary of Benefits

## Short-Term Disability Benefits

Eligibility for participation in the STD Plan is based upon your Net Credited Service (“NCS”), your Employee group and your status/classification as an Employee.

You must have completed at least six months of NCS to become eligible for STD benefits. To qualify for benefits under the STD Plan, you must be absent from work and unable to perform the duties of your customary job due to illness or injury for more than five consecutive workdays. This is called the “waiting” period.

STD benefits are only payable for a disability that commences while you are actively employed. For this purpose, actively employed means your employment has not terminated.

Once you qualify for benefits under the STD Plan, benefits are payable beginning with the first day after you satisfy the initial waiting period of five consecutive workdays.

NCS as of your Initial Date of Disability	100% of Pay Based Upon Your Basic Rate of Pay (As Defined) for up to:	And 60% of Pay Based On Your Basic Rate of Pay for up to an Additional:
≥ 6 months to < 2 years	2 weeks	24 weeks
≥ 2 years to < 3 years	4 weeks	22 weeks
≥ 3 years to < 4 years	6 weeks	20 weeks
≥ 4 years to < 5 years	8 weeks	18 weeks
≥ 5 years to < 6 years	10 weeks	16 weeks
≥ 6 years to < 7 years	12 weeks	14 weeks
≥ 7 years to < 8 years	14 weeks	12 weeks
≥ 8 years to < 9 years	16 weeks	10 weeks
≥ 9 years to < 10 years	18 weeks	8 weeks
≥ 10 years to < 11 years	20 weeks	6 weeks
≥ 11 years to < 12 years	22 weeks	4 weeks
≥ 12 years to < 13 years	24 weeks	2 weeks
≥ 13 years and above	26 weeks	0 weeks





### **Common Terms for STD**

**Total Disability**...for STD benefits means that due to an illness or injury you are unable to perform your customary job or another available job assigned by your Company with the same full- or part-time classification for which you are reasonably qualified.

**Partial Disability**...means that you are unable to perform your customary job, or another available job assigned by your Company with the same full- or part-time classification for which you are reasonably qualified, for the same number of hours that you were regularly scheduled to work before your Disability.

**Pay**...for determining STD benefits is your basic wage rate as of the first day of your STD absence, including 12-month average commissions but excluding: bonuses, shift differentials, overtime, pay in lieu of PTO, or other special payments. For part-time Employees, pay is prorated based upon the number of regular scheduled hours per week.

### **How STD Benefits Are Paid**

Under Partial Disability, you will be paid for the days or partial days you work and receive STD benefits for the days or partial days you do not work, as fully scheduled prior to your Disability. You will receive 100 percent or 60 percent STD benefits based on your years of NCS. No STD benefit will be paid if you do not return to work when you are partially Disabled. The time you are partially Disabled and work a partial schedule will count as full weeks against your maximum Disability period.

If you receive both Total and Partial STD benefits during the same Disability period, the number of weeks you can receive Partial Disability benefits at 100 percent or 60 percent of pay will be reduced by the number of weeks that you receive Total Disability benefits. *Under no circumstances can you receive more than the maximum number of weeks of STD benefits when Total and Partial Disability periods are combined.*

You cannot take PTO time or other types of paid time off while you are Disabled and receiving benefits for Total Disability, nor can you supplement your Disability benefits with payment from a paid-time-off program.



## Summary of Benefits (cont.)

### Long-Term Disability and Supplemental Long-Term Disability Benefits

The LTD and optional S/LTD Plan provides benefits for disabilities that continue beyond Short-Term Disability. As long as you continue to meet the definition of Disability, LTD and S/LTD benefits may be available until you reach age 65. The period for which benefits are available will be determined by your age at your initial date of Disability. Refer to *Duration of LTD and S/LTD Benefits Section for more information*. You must have completed at least six months of NCS to be eligible for LTD or S/LTD benefits.

**Note:** Your benefits from LTD and S/LTD are reduced by benefit payments from other sources, (refer to *Effect of Other Income Section for more information*).

Benefit Option	Percent of Annual Base Salary (as defined)	Benefits Begin After:
LTD—Basic Plan	50%	26 weeks of continued Disability
Supplemental LTD	20%	26 weeks of continued Disability

**Maximum Monthly Benefit:** Your benefits from LTD and S/LTD are payable at 50 percent (basic only) and 20 percent (if enrolled in S/LTD) subject to a combined maximum monthly benefit amount of \$15,000.

#### Common Terms for LTD and S/LTD

**Disability or Disabled...**for LTD and S/LTD benefits means that due to an illness or injury you are continuously unable to perform your customary job for the first three years of your initial date of Disability. After three years, you must meet the definition of Total Disability to continue to receive Disability benefits under the Plan.

**Long-Term Disability and Supplemental Long-Term Disability...**means the period, immediately following a period of 26 weeks for which Short-Term Disability Benefits have been paid, for which Long-Term Disability Benefits are payable under the Plan for a Disability or Total Disability when applicable.

**Pay...**for determining LTD and S/LTD benefits is your basic wage rate as of the first day of your STD absence, including 12-month average commissions and 24-month average non-discretionary bonuses, but excluding: shift differentials, discretionary bonuses, overtime, pay in lieu of PTO, or other special payments. For part-time Employees, pay is prorated based upon the number of regular scheduled hours per week.

**Total Disability...**for LTD and S/LTD benefits means that after three years from the date of your initial Disability, you are continuously prevented by your Disability from engaging in any employment for which you are qualified or may reasonably become qualified for based on education, training or experience. As long as you remain Disabled based on this definition, you may receive LTD and S/LTD benefits up to the maximum of age 65.



## **Eligibility, Enrollment and Effective Date**

### **Eligibility**

You are eligible for STD and LTD if you are classified as a Nonbargained "Employee" in the categories of regular or temporary, full-time or part-time, according to the payroll and personnel records of the Company ("Employee"). The S/LTD Plan is not available to temporary Employees. You are not eligible to participate in the Plan if you are employed by the Company as a member of a collective bargaining unit. You are eligible for LTD benefits immediately following a period for which STD benefits have been paid and for which LTD benefits are payable under the Plan for a Disability or Total Disability.

Leased employees, non-leased persons who provide services to the Company pursuant to an agreement between the Company and any other person or organization, and any person classified by the Company as an independent contractor are **not** eligible to participate in the Plans, whether or not deemed a common-law employee.

All claims for disability benefits must be filed while you are actively employed (see page 2) in order to be considered.

### **Initial Enrollment and Effective Date for STD, LTD, and S/LTD**

There is nothing you need to do to enroll in the STD or LTD Plan. You are automatically enrolled in the Plan once you satisfy the service requirements. The service requirement for coverage under STD, LTD and S/LTD is six months of NCS as defined in the Cingular Wireless Pension Plan.

Although enrollment in STD and LTD is automatic, you must enroll in the S/LTD Plan in order to participate. You are required to complete the enrollment within 31 days of your enrollment period or you will be subject to Evidence of Insurability rules which require proof of good health.

Under the S/LTD Plan, you may elect to "buy-up" an additional 20 percent Disability benefit. Combined with the basic LTD Plan, your total benefits payable is equal to 70 percent of pay.

Once you enroll in the S/LTD Plan, you do not have to re-enroll in the S/LTD Plan during annual enrollments. Your prior year's election will continue into the next Plan Year(s), or until you provide notification to the Cingular Wireless Benefit Service Center that you no longer wish to participate in the S/LTD Plan.

### **Late Enrollment for S/LTD**

If you do not enroll during your initial eligibility period, you may enroll at a later time. However, certain restrictions apply:

- If you drop coverage and then re-enroll, you will be subject to providing satisfactory evidence of good health;
- If you do not enroll when you are initially eligible, you are considered a "late enrollee" and will be subject to providing satisfactory evidence of good health;
- If you are receiving STD benefits, you will **not** be allowed to enroll under the S/LTD Plan until you return to active employment. You will be subject to providing satisfactory evidence of good health;
- You may not enroll in S/LTD while you are on a leave of absence or a Disability. You may enroll upon returning to work, however you will be subject to providing satisfactory evidence of good health.



## Summary of Benefits (cont.)

### When Your Coverage Becomes Effective

#### Short-Term Disability Plan

Your STD coverage will be effective on the first day after you complete six months of NCS. If you are not present at active work on that day, coverage will be effective on the day you report to active work at your customary job without restrictions. Your coverage remains in effect as long as you are an Employee of the Company.

#### Long-Term Disability Plan

Your LTD coverage will be effective on the first day after you complete six months of NCS. If you are not present at active work on your first day of eligibility, coverage will be effective on the day you report to active work at your customary job without restrictions. Your coverage remains in effect as long as you are an Employee of the Company.

#### Supplemental Long-Term Disability Plan

Your S/LTD coverage will be effective on the first day after you complete six months of NCS. If you are not present at work on your first day of eligibility, coverage will be effective on the day you report to work at your customary job without restrictions. Your coverage remains in effect as long as you are an Employee of the Company and continue to make the required contribution to the cost of coverage.

### Cost

The Company pays the full cost of the STD and LTD coverage. Due to tax treatment of your benefits, your S/LTD costs are paid through after-tax payroll deductions.

The rates for S/LTD will be determined using the following calculation method:

Rate	Calculation
The rate is determined annually by our insurer.	<ul style="list-style-type: none"> <li>Your monthly base pay is divided by \$100 for each increment of coverage;</li> <li>The result is multiplied by the rate in effect during enrollment;</li> <li>This cost is your monthly-required contribution for S/LTD coverage.</li> </ul>

### Contributions During Disability

If you become Disabled, you will be required to continue your contributions for S/LTD coverage while you are receiving STD benefits. Once you begin receiving LTD benefits under the Plan, your required S/LTD contributions will be waived and your coverage under the Plan will remain in effect at no cost to you.

This waiver of S/LTD contributions will continue for as long as you qualify for benefits under the LTD Plan.



## Disability Benefits

### **STD Benefits**

Refer to *Summary of Benefits* section of this SPD.

### **Qualification for LTD and S/LTD Benefits**

#### **Long-Term and Supplemental Long-Term Disability**

Benefits under the LTD and S/LTD Plan are not contingent upon your receiving approval for Social Security disability benefits. However, regardless of the length of your Disability, in order to qualify for benefits under the LTD and S/LTD Plan, you must apply for Social Security disability benefits.

In addition, you must apply for any other income benefits (see "Benefits From Other Sources") for which you qualify; otherwise, the Plan can assume that you are eligible and receiving such benefits. Thus, an estimate of other income benefits will be made from your LTD and S/LTD benefits even if you haven't applied for the other benefits. If you fail to communicate the status of your other income benefits, including approval or denial thereof, your benefits under the LTD and S/LTD Plan will cease or will be adjusted by the estimated amount of other income.

You must provide proof that:

- You and any of your dependents have made application for all other income benefits which you are, or may be, eligible to receive relative to your Disability and have made a timely appeal of any denial through the highest administrative level; timely appeal means making such an appeal as required, but in no case later than 60 days from the latest denial;
- You have furnished proof needed to obtain other income benefits;
- You have not waived any other income benefits without the LTD or S/LTD Plan's written consent; and
- You have sent copies of the documents to the LTD and S/LTD Plan showing the effective dates and the amounts of other income benefits.

If you do not furnish proof of your application or your receipt of other income benefits, the LTD and S/LTD Plan reserves the right to cease payments or adjust benefits by the estimated amount of such other income benefits.

### **Duration of LTD and S/LTD Benefits**

If you qualify for LTD, or S/LTD benefits, monthly benefits will be payable on the last day of each month during the continuance of the approved Disability or Total Disability and will cease on the *earliest* of the following:

- The date of your death;
- The date you are no longer meet the definition of Disability or Total Disability as determined by the Claims Administrator;
- The date your approved Disability or Total Disability ends due to your recovery or your failure to comply with the Plan's eligibility or proof of Disability requirements;
- The end of the month in which you turn age 65 if you became Disabled prior to age 60;
- If you become Disabled after age 60, the maximum benefit duration is five years from the date of your initial Disability, including the STD benefit period.



## Disability Benefits (cont.)

### **Effect of Other Income on STD, LTD and S/LTD Benefits**

The benefits you receive under the STD, LTD and S/LTD Plan will be reduced to the extent that you qualify for benefit payments from any of the following:

- Disability benefits required or provided under any law of a federal, state, or local government;
- Workers' Compensation or similar disability benefits;
- Primary and family Social Security disability insurance benefits or old-age Social Security benefits when they first become payable.

In the event you receive a lump sum award of any of the above types of benefits, your benefits will still be reduced by the full amount of the lump sum as determined by the Claims Administrator, with no adjustment to the award for attorney's fees.

Once your Social Security benefits are determined, it remains the same for LTD and S/LTD benefit offset purposes. Any later increases in your Social Security benefits will not decrease your LTD or S/LTD benefit payments.

If an overpayment of STD, LTD or S/LTD benefits results due to an award, periodic or lump sum, for any reason for the same Disability, your pay or STD, LTD or S/LTD benefits may be withheld or future payment may be reduced.

### **Effect of Statutory Benefits on STD, LTD and S/LTD Benefits**

The benefits you are eligible to receive under a state or federal statutory benefit program will reduce the benefit amount you are eligible to receive under the STD, LTD and S/LTD Plan. If you live in one of the following states, you have to apply for both state mandated disability benefits and the Company's Disability benefits:

- California (800) 480-3287
- New Jersey (609) 292-7060
- Rhode Island (800) 772-1213

If you live in: Puerto Rico, you have mandated benefits that are administered by National Life Insurance. You have to apply for both the state's mandated benefits and the Company's Disability benefits. You may contact National Life Insurance at:

- Puerto Rico (787) 785-8080

The following states also have statutory benefits, however you file for these benefits through the Company's Claims Administrator:

- New York and Hawaii (888) 430-2630

In the event you receive a monthly benefit that is greater than the amount of your STD, LTD or S/LTD benefit, no payment will be made under the STD, LTD and S/LTD Plan.



## **Recurrent Period of STD Disability**

STD Disability benefits are payable for each single period of Disability.

If you are receiving benefits under the STD Plan, successive periods of Disability due to injuries received in the same or different accident, or due to the same or different illness, will be considered one period of Disability and will be limited to a maximum of 26 weeks unless the periods of Disability are separated by your return to active employment in your customary occupation without restrictions for at least 42 consecutive days.

Successive periods of Disability inside of the 42 consecutive calendar days will be combined in calculating the number of weeks you receive 100 percent of pay and 60 percent of pay. *Under no circumstances can you receive more than the 26 weeks of STD benefits when any previous and current STD Disability periods are combined.*

## **Employment After Expiration of STD Benefits**

An individual covered under the STD Plan who does not return to work shall, after the expiration of STD benefits, be considered a former Employee unless on an approved "Expiration of Disability Leave of Absence."

If you continue to be Disabled after STD benefits are expired, you may be immediately eligible for LTD and S/LTD benefits, as applicable.

## **When Benefits Are Not Payable**

The STD, LTD and S/LTD Plan benefits are *not* payable for:

- A disability that commenced before your coverage was effective;
- A disability that commences while you are not actively employed (see page 2);
- A disability that commenced after your eligibility for coverage ended;
- A disability that commenced after you terminate employment or retire;
- A disability resulting from illness or injury while engaged in any other occupation(s) for wage or profit, or self employment;
- A disability caused by an assault, battery or felony attempted or committed by you;
- A disability caused by insurrection, rebellion or participation in a riot or civil disturbance;
- A disability caused by war or any act of war, declared or undeclared;
- A disability resulting from a non-medically recognized condition;
- A disability resulting from cosmetic surgery, except surgery made necessary by accidental injury or illness; disability that is caused by complication from cosmetic surgery may be covered. However, the benefits payable are limited to the period in excess of the original disability period for the cosmetic surgery as determined by the Claims Administrator;
- Any disability if you are terminated from the Company for gross misconduct;
- A disability resulting from intentionally self-inflicted injury or illness or attempted suicide;
- Failure to reimburse a retroactive award from another income source;
- A disability resulting from illegal drug use; or
- A disability that is not approved by the Claims Administrator.



## When Benefits Are Not Payable (cont.)

### Exclusions

STD, LTD or S/LTD benefits shall be denied or cease if:

- You do not submit to a independent medical examination if requested by the Claims Administrator;
- You do not provide proper medical information about your condition;
- You are not under the care of a physician or are noncompliant with the recommended course of treatment for your condition;
- Your claim is not filed while you are actively employed;
- You decline to return to your own job, or another available job assigned by your Company, when medically able as determined by the Claims Administrator;
- You take full-time or part-time employment with another employer...or work for a self-owned or family-owned business;
- A claim is not filed within 60 days from your first day of eligibility for benefits;
- A claim for LTD or S/LTD benefits was not preceded by a STD claim;
- You have not established your Disability based on credible objective medical evidence, as determined by the Claims Administrator.

If any present or future law provides for payment of Disability benefits, this LTD or S/LTD Plan will reduce its payment by any benefits provided by law. However, payments from this LTD or S/LTD Plan will not be reduced because of any benefits paid because of military service.

## Rehabilitative Employment

After a period of Disability, it may be difficult to return immediately to full-time work even though you are substantially recovered.

The STD Plan and the LTD and S/LTD Plan include an incentive feature that allows you to attempt rehabilitation and not jeopardize Total Disability status.

**Approved Rehabilitation Program**...a formal physical, mental or vocational rehabilitation program which is expected to result in your return to work at your own occupation or to a reasonable occupation on a full-time basis.

Participation in an Approved Rehabilitation Program and/or Approved Post-Rehabilitation Program is mandatory for all Nonbargained Employees. Both programs enable you to phase-in your return to full-time employment in a manner which supports your health and financial needs.

The intent of an Approved Rehabilitation Program is to help you develop the skills that will facilitate your return to your own occupation or a reasonable occupation on a full-time basis. While you are engaged in an Approved Rehabilitation Program, only 50 percent of your earnings from that program will be used to offset your Disability benefits.



**Note:** Your rehabilitation program will cease to be an Approved Rehabilitation Program on the *earliest* to occur of:

- The date you are able to perform the duties of your customary occupation or work at any available job assigned by your Company for which you are reasonably qualified;
- The date you begin an Approved Post-Rehabilitation Program; or
- The date the Claims Administrator withdraws, in writing, its approval of the program.

**An Approved Post-Rehabilitation Program**...is a period of part-time work at your own occupation or a reasonable occupation, which is not expected to result in your return to full-time work. This may also be a period of part-time or full-time work at other than a reasonable occupation.

When the Claims Administrator determines that your continued work in an Approved Rehabilitation Program will not result in your physical ability to work at your own job, your own occupation or any other reasonable occupation, you may work in an Approved Post-Rehabilitation Program.

While you are engaged in an Approved Post-Rehabilitation Program, on either a full-time or part-time basis, your Disability benefit will be reduced by 60 percent of the earnings from the Approved Post-Rehabilitation Program.

**Note:** Your Post-Rehabilitation Program will cease to be an Approved Post-Rehabilitation Program on the *earliest* to occur of:

- The date you are able to perform the duties of your customary occupation or work at an available job assigned by the Company for which you are reasonably qualified;
- The date you begin an Approved Rehabilitation Program; or
- The date the Claims Administrator withdraws, in writing, its approval of the program.

All rehabilitative employment must be approved in advance by the Claims Administrator and your Physician.

Under no circumstances will the combination of your Disability benefits and income from an Approved Rehabilitation Program exceed your regular monthly earnings, based on your pay in effect at the time of your Disability. If so, a higher percentage of an Approved Rehabilitation Program income will be used to reduce your Disability benefit so that your total earnings do not exceed 100 percent of your pay prior to Disability.



## Termination of Coverage

### When Coverage Ends

#### Short-Term Disability

Your STD Plan eligibility for coverage ends on the *earliest* of the following:

- The date you cease to be employed with the Company for any reason;
- The date you no longer qualify for coverage as an eligible Employee;
- The date the Plan is terminated by the Company for your employment classification; or
- The date the Company elects to discontinue the coverage;
- Extension of Benefits—Should your position be designated for surplus while you are out on Disability, your benefits will continue for the duration of your Disability period as long as you continue to meet the Plan's definition of Disability. Your termination will be effective when you are released to return to active work.

#### Long-Term Disability and Supplemental Long-Term Disability

Your LTD and S/LTD Plan eligibility for coverage ends on the *earliest* of the following:

- The date you cease to be employed with the Company for any reason except an approved long-term Disability;
- The date you no longer qualify for coverage as an eligible Employee;
- The date you cancel S/LTD coverage by giving notice to the Company's Benefit Service Center;
- The date the Plan is terminated by the Company for your employment classification;
- The date the Company elects to discontinue the coverage; or
- The date you fail to make any required premium contribution.

## Continuation of Coverage During an Approved LOA or a Family and Medical Leave

If the Company grants you an approved leave in accordance with the Family and Medical Leave Act of 1993 ("FMLA") or another Company approved Leave Of Absence ("LOA"), the Company will continue your coverage under STD and basic LTD. You may elect to continue your coverage under the S/LTD Plan.

S/LTD coverage will not be continued beyond the *earliest* to occur of the date:

- You are required to make any contribution and your payment is more than 30 days late;
- The Company determines your approved LOA or FMLA leave is terminated and you do not return to active work;
- Coverage is discontinued as to your eligible class; or
- The Company elects to discontinue the STD, LTD or S/LTD Plans.



If you take an approved LOA and return in the same Plan year, your coverage will continue while you are on the LOA as long as you make the required contributions for the S/LTD coverage.

If you take an approved LOA and do not return until the next Plan year, the coverage you have at the time of your leave will continue while you are on the LOA as long as you make timely payments for the coverage. You may elect to make any applicable changes in coverage once you return to active work.

## Conversion

When your STD, LTD or S/LTD Plan coverage ends, you *cannot* convert it to an individual policy.

## Claiming Your Benefits

### ***Reporting Your Claims: Claim Approval Process***

You must file Disability claims with the appointed Claims Administrator. The Claims Administrator will determine whether you are Disabled under the terms of the STD, LTD or S/LTD Plan. In order to establish your Disability you must present credible, objective medical evidence. The Claims Administrator also may appoint an independent physician to examine you in order to verify your Disability.

While you are receiving benefits under the STD, LTD or S/LTD Plan, you are required periodically to provide the Claims Administrator with supplemental medical information from your physician documenting your continued Disability. You may also be required to submit to an independent medical examination(s).

It is your responsibility to provide the documentation supporting your claim. If you fail to submit the documentation requested by the Claims Administrator, or if you refuse to be examined by a physician appointed by the Claims Administrator in order to verify your Disability or continued Disability, your claim will be denied and your STD, LTD and S/LTD benefits will stop.

<b>Disability Claims Administrator:</b>	MetLife
<b>To Report a new Claim:</b>	(888) 430-2630
<b>General Mailing Address:</b>	MetLife Disability PO Box 14590 Lexington, KY 40511-4590 Fax (866) 690-1264
<b>For Overnight Mail:</b>	ACS 2025 Leestown Rd, Suite J MetLife Disability Lexington, KY 40511

**Note:** As soon as you know you may be Disabled more than five consecutive workdays, call your supervisor and the Claims Administrator to request certification for benefits under the STD, LTD and/or S/LTD Plans. However, do not call the Claims Administrator for certification earlier than 30 days prior to your Disability date.



## Claiming Your Benefits (cont.)

It is your responsibility to provide the necessary information to the Claims Administrator. If you are not able to make the call, the call may be made by:

- Your Physician;
- Your Supervisor; or
- Any member of your family.

When the Claims Administrator's certification of a period of Disability ends, you may request that the Claims Administrator certify an extension of the certified period of Disability. If the Claims Administrator does not contact you about recertification, but you and your physician believe you are still not able to work due to the Disability, you should call the toll-free number provided by the Claims Administrator. In your best interest, this should be done no later than the last day for which the Disability is presently certified. If this is done by then, you will know on a timely basis if the period of Disability will be recertified. The call should be made even if the reason you are asking for recertification is due to a different disease or injury that has occurred during the certified period of Disability.

Written notice of any recertification decision will be sent promptly to:

- You; and
- Your employer.

### **Claim Filing Limitation and Conditional Certification**

To receive Disability benefits, you should file a claim as soon as you are eligible. When you file for STD benefits, there is a period of time that it will take you to get your paperwork to the Claims Administrator and for the Claims Administrator to approve your Disability claim. Your payroll department will continue to issue you a paycheck until the *earliest* of: 1) the date you receive approval for STD benefits; or 2) the final date designated by the Claims Administrator for the receipt of all required claims information after you are Disabled. It is imperative that you file your claim information timely. Your payroll department will not process you a paycheck beyond the period stated above. This pay continuation process is called the *conditional certification period*. If you or your doctor has not completed the necessary information needed to process your Disability claim within the conditional certification period, your paychecks will stop. Once you receive approval for STD benefits, adjustments from your benefits will be made for any overpayment that may have been paid to you.

STD benefits are *not* payable until you are out for five consecutive workdays. This period of time is called the "qualifying or waiting" period. No benefits are payable under the STD Plan for this qualifying period. If you want to be paid for this period of time, you will need to request that those days be paid as "PTO days", if available, or take the days as "time off without pay."

If you exhaust your STD benefits and you transition to LTD, the Claims Administrator will work with you prior to the transition to ensure that you file for LTD benefits.

No Disability claim will be considered for coverage unless it is filed within 60 days of your eligibility for STD, LTD, and S/LTD benefits, respectively.

In addition, all claims must be filed while you are actively employed.



## **Your Right of Appeal of a Claim**

If your claim is denied in whole or in part, you may request an appeal of the denial. See the Disability Appeals provisions of the *Other Important Information Section* for the appeals process.

## **How Your Benefits Are Paid**

Benefits beyond the conditional certification period under the STD Plan, and benefits under the LTD Plan and S/LTD Plan will be paid to you after the Claims Administrator has received and verified the necessary information to verify your Disability. The disability benefits are issued as directed by the Claims Administrator. This payment represents a valid release of the benefits obligation under the Disability Plans.

## **Misstatement of Fact**

If there is a misstatement of any fact affecting your coverage under the STD, LTD or S/LTD Plan, the actual facts will be used to determine the coverage or benefits due.

## **Right to Recovery of Overpayment of Benefits**

If an overpayment of benefits is made by payroll or the Claims Administrator under the STD, LTD, or S/LTD Plan to, or on behalf of, you or your dependent(s), the Claims Administrator and/or payroll has the right to recoup the overpayment by any available means, including, but not limited to:

- Requiring you to return the overpayment upon request; or
- Reducing or withholding any future payment made to or on behalf of you or your dependent(s).

Failure to reimburse any overpayments made to you under the STD, LTD or S/LTD Plan will result in suspension of benefits until reimbursement has occurred.

## **Plan Administration**

The Disability Plan is administered by the Administrative Committee of the Company. You should consult the *Other Important Information Section* for more information regarding the Administrative Committee's authority to administer the Plan. The Administrative Committee has delegated authority for claims determination and claims review on appeal to the Claims Administrator, MetLife.