



About Your Health Care Benefits

January 1, 2002

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Introduction

This document serves as both the Summary Plan Descriptions and official plan documents (hereinafter referred to as the “SPD”) for eligible employees under the health care benefit plans for Citigroup and its participating companies. **Citigroup reserves the right to change or discontinue any or all of the benefits coverage or programs described here at any time, with or without notice.**

This SPD describes the benefits and programs, in effect as of January 1, 2002, available to Citigroup employees (hereinafter referred to as Citigroup, unless otherwise specified). The health care benefits summarized in this section describe the medical, dental and vision care plans, the Health Care and Dependent Care Spending Accounts, and the Transportation Reimbursement Incentive Program (TRIP) sponsored by Citigroup.

This SPD is intended to comply with the requirements of ERISA and other applicable laws and regulations. It does not create a contract or guarantee of employment between Citigroup and any individual. Your employment is always on an at-will basis. In addition, benefits under this SPD are not in any way subject to your or your dependent’s debts or other obligations and may not be voluntarily or involuntarily sold, transferred, alienated, or encumbered.

This SPD is designed to be your primary source of benefits information. Refer to it for information about your benefits, and share it with your family members. As you read the SPD you will see some terms that are bold and underlined. This means that the term is a reference to another section of the SPD.

This SPD provides no guarantee that you are eligible to participate in every benefit or program described. Each plan may have its own eligibility requirements, so be sure to review individual eligibility requirements carefully. In addition, Citigroup in no way guarantees the payment of any benefit which may be or become due to any person under the plan.

If you have any questions about this SPD or certain provisions of your benefit plans, please call the Benefit Service Center at ConnectOne at 1-800-881-3938 and select the Health Benefits options.

Eligibility

Citigroup provides benefits coverage for you, your spouse or qualified domestic partner, and/or eligible dependents.

For employees

You are considered a Citigroup employee if you work for American Health and Life Company, Citibank NA and Participating Companies, CitiFinancial, Citigroup Corporate Staff, Citigroup Investment Group, CitiStreet Institutional Division, CitiStreet Total Benefit Outsourcing, Primerica Financial Services, National Benefit Life Insurance Company, or Salomon Smith Barney Holdings, Inc. and its subsidiaries.

- You are eligible to enroll in Citigroup benefits on your date of employment if you are a full-time employee (regularly scheduled to work 40 hours or more a week) of one of the participating companies of Citigroup and you receive a regular semimonthly or monthly paycheck.
- You are also eligible to enroll in Citigroup benefits on your date of employment if you are a part-time employee (regularly scheduled to work at least 20 or more hours a week) of any participating company of Citigroup. Please note that Salomon Smith Barney employees as well as Citibank employees on the Corporate and Investment Bank payroll must be regularly scheduled to work 30 or more hours a week to be eligible to enroll.
- If eligible, you also can enroll your eligible dependents for coverage as of your date of employment.
- If you are eligible to enroll in Citigroup benefits, you also can enroll your eligible dependents in the medical, dental, vision care and group life insurance plans.
- The Transportation Reimbursement Incentive Program is not available at all businesses. Please contact the Benefit Service Center for more information.

You are not eligible to participate in the health care plans if:

- Your compensation is not reported on a Form W-2 wage reporting statement issued by a participating company;
- You are employed by a Citigroup subsidiary or affiliate that is not a participating company;
- Any individuals engaged under an agreement that states they are not eligible to participate in the applicable plan or program;
- You are a non-resident alien performing services outside the U.S.; or
- You are classified by Citigroup as an independent contractor or consultant.

If you are a U.S. citizen or legal resident employed outside the U.S. or if you are otherwise unsure of whether you are eligible to participate in the health care plans, you should contact your Benefits Service Center or your local human resources department for more information.

If you both work for Citigroup

If both you and your spouse or qualified domestic partner are employed by Citigroup or a participating company, neither of you can be covered both as an employee and a dependent for *any* Citigroup benefit plan.

- **Medical, dental, and vision care** — Each of you may be covered under the medical and dental plans as either an employee or a dependent but not both. Either of you may cover your children, but they cannot be covered by both of you.
- **Health Care Spending Account** — Either of you may be covered under a Health Care Spending Account but you may not file more than once for reimbursement of the same eligible expense. Your qualified domestic partner and his/her eligible child(ren) are eligible, provided they are considered tax dependents under section 152 of the Internal Revenue Code (IRC).
- **Dependent Care Spending Account** — If you file a joint federal income tax return, you and your spouse together may not contribute more than \$5,000 on a before-tax basis to this account. If you are married and you and your spouse file separate federal income tax returns, the maximum you may contribute is \$2,500. Due to federal tax law, qualified domestic partners and their eligible child(ren) are not eligible to participate in a Dependent Care Spending Account.
- **Transportation Reimbursement Incentive Program Account** — Both of you may enroll for an Account, but each of you can use the account only for your own eligible expenses.

For dependents

Your eligible dependents are:

- Your lawfully married spouse or state-recognized common-law spouse;
- Each of your children who is unmarried, relies on you for financial support, and is:
 - Under the age of 19*; or
 - Under the age of 25* and a full-time student (meaning the student is enrolled in courses totaling 12 or more credits per semester) who is attending an accredited school or college. Upon request, you must provide proof of student status in writing to the Claims Administrator. The names, addresses and phone numbers of the health care Claims Administrators are listed in the **Plan information** section of this SPD.

* Coverage generally will remain in effect through December 31 of the year in which the child reaches the maximum age or is no longer a full-time student. However, for some HMOs, coverage ends on the last day of the month in which the child reaches the maximum age. For more specific information, contact your HMO directly. If the child gets married or obtains a full-time job, coverage generally will remain in effect through the end of the month in which this occurs.

A child primarily relies on you for a majority of his or her financial support if:

- You are providing more than 50% of the child's support; and
- You claim the child as a dependent on your annual tax return filed with the Internal Revenue Service (Form 1040).

Eligible dependent children are further defined as:

- Your natural children;
- Your legally adopted children (For purposes of coverage under the medical and dental plans, adopted children will be considered eligible dependents when they are placed in your home in anticipation of adoption, when primary financial support begins, or when the adoption becomes final, whichever occurs first.);
- Your stepchildren who live in your household full-time in a regular parent-child relationship; and
- A child permanently residing in your household for whom you are the legal guardian. You must provide proof of guardianship in writing to the Claims Administrator.

Eligible dependents also include an employee's domestic partner and/or his or her children, provided the children of the domestic partner meet all the other qualifications of dependent children, as described in this section. Please note that not all HMOs cover domestic partners or their children. For more specific information, contact your HMO directly.

As required by the Federal Omnibus Budget Reconciliation Act of 1993, any child of a plan participant who is an alternate recipient under a Qualified Medical Child Support Order (QMCSO) will be considered as having a right to dependent coverage under the medical and dental plans. In general, QMCSOs are state court orders requiring a parent to provide medical support to an eligible child, for example, in the case of a divorce or separation. Contact the Plans Administration Committee to receive, free of charge, a detailed description of the procedures for a QMCSO.

If one of your eligible dependent children becomes incapable of self-sustaining employment due to a mental or physical disability and is covered under the medical or dental plan before reaching age 19, or age 25 if a full-time student, this child may continue to be considered an eligible dependent under the medical or dental plan beyond the date his/her eligibility for coverage would otherwise end. You must provide written proof of this incapacity to the Claims Administrator within 31 days after the date eligibility would otherwise end and as requested thereafter. This eligible dependent must still meet all other eligibility qualifications for coverage to be continued.

No person will be covered under this plan both as an employee and as an eligible dependent or as an eligible dependent of more than one employee.

Dependent notification

The first time you enroll in Citigroup benefits, you will be asked to report information about each of your eligible dependents such as name, date of birth, Social Security number and, if over age 19, whether the child is a full-time student or has a mental or physical disability. *Without this information on file, you cannot enroll in any dependent coverage.*

If your dependent does not have a Social Security number at this time, you can enter dependent information and report the Social Security number after you obtain it.

You also must keep your dependent information current:

- When you enroll during the annual open enrollment period, you will be prompted to make changes to your dependent information; and
- You must report changes in dependent information to the Benefit Service Center when you want to make changes to your coverage or coverage category as a result of a qualified status change.

Dependents no longer eligible

Your spouse or qualified domestic partner is eligible for coverage until the last day of the month in which you become legally separated or divorced or submit a Domestic Partnership Termination Form.

Your dependent children are eligible for coverage until the earlier of the following dates:

- The last day of the month in which they:

- Become employed full time;
- Get married; or
- Become eligible for coverage under any plan as employees;

or

- December 31 of the year in which they:
 - Reach age 19, if not full-time students (enrolled for 12 or more credits per semester at an accredited school or college) and primarily dependent on you for support, unless incapable of self-sustaining employment due to mental or physical disability;
 - Are over age 19 and stop attending school full time;
 - Reach age 25 if full-time students; or
 - Become able to support themselves after having been incapable of self-sustaining employment due to a mental or physical disability.

Newborns/newly adopted children

Even if you are not enrolled for dependent coverage, Citigroup will pay medical benefits for your newborn child from birth through 31 days. However, if you have Citigroup medical coverage, you must report this family status change within 31 days of the child's birth to add the child to your coverage. If you do not report the addition of your child during the first 31 days, benefits *will not* be payable for the child after the 31 days following the date of the child's birth, and you will generally have to wait until the next annual open enrollment period to enroll the child in medical coverage unless another event occurs that would permit coverage to begin at an earlier time. In this case, no payment will be made for any day of confinement, treatment, services, or supplies given to the child after these initial 31 days. No other benefit or provision of the medical plan will apply to the child.

This includes, but is not limited to, the following provisions:

- Extension of benefits; and
- Continuation of coverage.

Remember, you must report information to the Benefit Service Center about a new dependent even if you already have family coverage, or else your new dependent won't be covered.

For domestic partners

Where available, Citigroup allows you to cover your domestic partner and/or his or her children in the following plans:

- Medical (domestic partner benefits are not available through some HMOs);
- Dental;
- Health Care Spending Account, provided your domestic partner and eligible dependent child(ren) are considered tax dependents under section 152 of the IRC;
- Group universal life (GUL) insurance for domestic partners and term life insurance for children;
- Vision care plan; and
- Business Travel Accident Insurance.

You cannot cover both a spouse and a domestic partner. To enroll a domestic partner and/or his or her children, an employee must sign an affidavit affirming that he or she meets Citigroup's eligibility criteria for domestic partner coverage, and complete a Certification of Domestic Partner's Tax Status. This form is available on Citigroup.net or by calling the Benefit Service Center.

Your domestic partner can be of the same or opposite sex. To qualify for coverage as a domestic partner, you and your domestic partner must meet all of the following criteria:

- You currently reside together and intend to do so permanently;
- You have lived together for at least six consecutive months prior to enrollment and intend to do so permanently;
- You have mutually agreed to be responsible for each other's common welfare;
- You are both at least 18 years of age and mentally competent to consent to contract;
- You are not related by blood to a degree of closeness that would prohibit marriage if you and your partner were of opposite sexes;
- Neither you nor your partner is legally married to another person;
- Neither you nor your partner is in a domestic partner relationship with anyone else; and
- You are in a relationship that is intended to be permanent and in which each of you is the sole domestic partner of the other.

To qualify for coverage, your domestic partner's unmarried child(ren) must be:

- The biological or adopted child of your domestic partner, a child for whom your domestic partner has legal guardianship, or a child who has been placed in your home for adoption; and
- Living with you and your domestic partner on a full-time basis, or living away at school; and
- Unmarried and under the age of 19*; or
- Unmarried and between the ages of 19 and 25* and attending school full-time; or
- Beyond age 19 and has a mental or physical disability.

* Coverage generally will remain in effect through December 31 of the year in which the child reaches the maximum age or is no longer a full time student. However, for some HMOs, coverage ends on the last day of the month in which the child reaches the maximum age. For more specific information, contact your HMO directly. If the child gets married or obtains a full-time job, coverage generally will remain in effect through the end of the month in which this occurs.

Termination of relationship

If you have enrolled your domestic partner and his or her children for medical, dental, and/or vision care coverage and you terminate your domestic partnership, you must notify Citigroup by completing a Termination of Domestic Partnership Form within 31 days of the event. Contact the Benefit Service Center for this form. As a result, your domestic partner will be eligible to continue medical, dental, vision care, and/or Health Care Spending Account coverage at his or her expense for a period of 36 months.

This coverage will be similar to COBRA coverage offered to spouses and other covered dependents, excluding domestic partners and their children. See the **COBRA** section for more information.

If you enroll a partner and terminate the domestic partner relationship, you must wait six months before enrolling a new domestic partner in a medical, dental, or vision care plan sponsored by Citigroup.

Enrollment

You can enroll in Citigroup coverage within 31 days of the time you first become eligible or during the annual open enrollment period. The coverage available to you will be listed on your enrollment materials along with the enrollment deadline and how to enroll. You can enroll in any or all of the plans offered to you. For the medical and dental plans, you must choose a “coverage category.” The four coverage categories are:

- Employee only;
- Employee + child(ren);
- Employee + spouse or domestic partner; and
- Employee + family.

You can choose a different coverage category for medical and dental. For example, you might enroll in “Employee only” coverage for medical, since your spouse has medical coverage at his or her employment and “Employee + spouse” for dental coverage since your spouse’s employer does not offer dental coverage.

Each category has a different cost. In addition, your cost for medical coverage will depend on your total compensation band as defined in **Your contributions**. You will find your costs in your enrollment materials.

If you elect vision care coverage, you must also designate a level of coverage (one person, two people, or three or more people). You do not need to be enrolled in the vision care plan to enroll a dependent for vision care coverage.

Other coverage

If you are eligible to enroll in coverage elsewhere, for example, through a spouse’s or other employer’s plan, you can compare the Citigroup coverage and costs with the other coverage. You may decide to enroll in some plans offered through Citigroup and some from the other source. For example, you might enroll in medical coverage elsewhere and in dental coverage from Citigroup.

However, if you are enrolling in coverage from two sources, be sure you understand how benefits are paid when you are covered by two group medical plans or group dental plans. *In many instances, you may pay for coverage from two group plans but you will not receive double benefits or even be reimbursed for 100% of your costs as a result of what is called “coordination of benefits.”* See **Coordination of benefits** for the guidelines on whose plan pays first.

When coverage begins

If:	Then:
You enroll for yourself and your eligible dependents when first eligible.	You have 31 days to enroll yourself and your eligible dependents. Coverage and contributions will be retroactive to your date of hire or date of eligibility.
You do not enroll when first eligible.	Core benefits begin on your date of hire or date of eligibility, if later. (For more information about core benefits, see <u>If you do not enroll</u> .) All other benefits will begin on January 1 of the following year, provided you enroll during the annual open enrollment period.
You enroll for yourself and your eligible dependents during the annual open enrollment period.	Coverage will begin on January 1 of the following year.
You enroll in medical, dental, vision care, and/or spending account coverage for yourself or a new dependent within 31 days of a qualified status change.	Coverage for yourself or your dependent(s) will begin on the date of the qualified status change, such as the date of your marriage or divorce, your biological child's birth date, or the date your adopted child was placed for adoption.

If you do not enroll

If you do not enroll in Citigroup benefits when first eligible, Citigroup will provide *only* the following coverage — known as core benefits — at no cost to you.

- Basic life and accidental death and dismemberment (AD&D) insurance equal to your total compensation, up to \$200,000, on your date of eligibility;
- Short-term disability (STD) coverage to replace your annual base salary for an approved disability leave of up to 13 weeks. The percentage of salary replacement (100% or 60%) will depend on your length of service. Your annual base salary at the start of your disability leave will be used to calculate your benefit. You are not eligible for a salary increase during an approved STD leave.
- Basic long-term disability (LTD) coverage, if your total compensation is \$50,000 or less, to replace 60% of total compensation, up to \$50,000 in total compensation starting on the 92nd day of an approved disability. Total compensation is determined on your date of eligibility and then annually each following year. This coverage amount will be in effect for the calendar year unless your total compensation decreases due to a change in status from full-time to part-time employment or because you begin to receive LTD benefits.

Changing your coverage

During the year, you may want to change your coverage or coverage category. Citigroup has specific rules about when you can change your coverage.

For medical, dental, and vision care coverage and the Health Care and Dependent Care Spending Accounts — the coverages you pay for with before-tax dollars — you can make changes only during the open enrollment period or as a result of certain events, such as marriage, the birth or adoption of a child, divorce, or the death of a dependent. These events are called qualified status changes. You must make any qualified status change-related changes to your coverage within 31 days of the event. See **Qualified status changes**.

Type of coverage:	When you can change your coverage or coverage category:
Medical and dental	The annual open enrollment period or within 31 days of a qualified status change. Note: You can change your medical or dental plan election only as a result of your relocation out of your medical or dental plan's service area.
Vision care	The open enrollment period or within 31 days of a qualified status change. Note: When you enroll for vision coverage, you will not be able to change coverage for two years.
Health Care and Dependent Care Spending Accounts	The annual open enrollment period or within 31 days of a qualified status change.

Changing Transportation Reimbursement Incentive Program (TRIP) contributions

You may enroll in, change (increase or decrease) your contribution amounts, or end contributions to a TRIP account at any time. Any changes made mid-year to your TRIP account(s) will be effective on the first day of the following month.

Midyear election changes

The federal government recently clarified the rules that govern when you can change benefit coverage elections outside of open enrollment. These rules apply to coverage elections you make for your medical, dental, vision care, and spending accounts coverages. In general, the benefit plans and coverage levels you choose at open enrollment remain in effect for the following calendar year. However, you may be able to change your elections between annual enrollment periods if you have a qualified status change or other applicable event, as further explained below.

Qualified status changes

The following is a list of qualified status changes that will allow you to make a change to your elections (as long as you meet the consistency requirements, as described below):

- **Legal marital status.** Any event that changes your legal marital status, including marriage, divorce, death of a spouse, legal separation, or annulment;
- **Domestic partnership status.** You enter into or terminate a domestic partnership;
- **Number of dependents.** Any event that changes your number of tax dependents, including birth, death, adoption, and placement for adoption;
- **Employment status.** Any event that changes your, your spouse's, or your other dependent's employment status that results in gaining or losing eligibility for coverage. Examples include:
 - Beginning or terminating employment;
 - A strike or lockout;
 - Starting or returning from an unpaid leave of absence;
 - Changing from part-time to full-time employment or vice versa; and
 - A change in work location.
- **Dependent status.** Any event that causes your tax dependent to become eligible or ineligible for coverage because of age, student status, or similar circumstances;

- **Residence.** A change in the place of residence for you, your spouse, or another dependent if outside your medical or dental plan's network service area.

Consistency requirements

The changes you make to your medical, dental, vision care, and spending account coverages must be "due to and consistent with" your qualified status change. To satisfy the federally required "consistency rule," your qualified status change and corresponding change in coverage must meet both of the following requirements.

Effect on eligibility

Except for the Dependent Care Spending Account, the qualified status change must affect eligibility for coverage under the plan or under a plan sponsored by the employer of your spouse or other dependent. For this purpose, eligibility for coverage is affected if you become eligible (or ineligible) for coverage or if the qualified status change results in an increase or decrease in the number of your dependents who may benefit from coverage under the plan.

For the Dependent Care Spending Account, the qualified status change must affect the amount of dependent care expenses eligible for reimbursement. For example, your child reaches age 13, and dependent care expenses are no longer eligible for reimbursement.

Corresponding election change

The election change must correspond with the qualified status change. For example, if your dependent loses eligibility for coverage under the terms of the health plan, you may cancel medical coverage only for that dependent. Additionally, you may decrease or end contributions to a Health Care Spending Account or a Dependent Care Spending Account if you have or adopt a child or a child is placed with you for adoption. The Plan Administrator will determine whether a requested change is due to a qualified status change and is consistent with the qualified status change.

Coverage & cost events

In some instances, you can make changes to your benefits coverage for other reasons, such as midyear events affecting your cost or coverage, as described below.

Coverage events

Medical and dental coverage: If Citigroup adds or eliminates a plan option in the middle of the plan year, or if Citigroup-sponsored coverage is significantly limited or ends, you and your eligible dependents can elect different coverage in accordance with Internal Revenue Service (IRS) regulations.

For example, if there is an overall reduction under a plan option that reduces coverage to participants in general, participants enrolled in that plan option may elect coverage under another option providing similar coverage (if the other plan option permits). Additionally, if Citigroup adds an HMO or other plan option midyear, participants can drop their existing coverage and enroll in the new plan option (if the new plan option permits). You and/or your eligible dependents may also enroll in the new plan option even if not previously enrolled for coverage at all (if the new plan option permits).

Also, if an election change is permitted during a different open enrollment period applicable to a plan of another employer (or, if applicable, to another plan sponsored by Citigroup), you may make a corresponding midyear election change. This rule applies to the medical, dental, and vision care plans, as well as the Dependent Care Spending Account.

If another employer's plan allows your spouse or other dependent to change his or her elections in accordance with IRS regulations, you may make a corresponding midyear election change to your coverage.

You may increase, decrease, or end contributions to a Dependent Care Spending Account if you gain coverage under another plan. Similarly you may enroll for or increase contributions to a Dependent Care Spending Account if you lose coverage under another plan.

You may not decrease or end Health Care Spending Account contributions or enroll for a Dependent Care Spending Account when your spouse becomes eligible for coverage under another plan. You may not end Health Care Spending Account contributions if you become eligible for coverage under another plan.

Dependent Care Spending Account: If your dependent care provider reduces or increases the number of hours worked, you may make a corresponding change to your Dependent Care Spending Account election. For example, if your child starts school, causing a reduction in the number of hours he or she is in the care of a dependent care provider, you may decrease your Dependent Care Spending Account election.

Cost events

You must contact Citigroup within 31 days of a cost event. Otherwise, your next opportunity to make changes will be the next enrollment period or when you have a qualified status change or other applicable event, whichever occurs first.

Medical and dental coverage costs: If your cost for medical, dental, or vision care coverage increases or decreases significantly during the year, you may make a corresponding election change. For example, you may elect another plan option with similar coverage, or drop coverage if no coverage is available. Additionally, if there is a significant decrease in the cost of a plan during the year, you may enroll in that plan, even if you declined to enroll in that plan earlier.

Any change in the cost of your plan option that is *not* significant will result in an automatic increase or decrease, as applicable, in your share of the total cost.

Dependent Care Spending Account: If you change your dependent care provider midyear, you may change your Dependent Care Spending Account contributions to correspond with the new provider's charges. Similarly, if your dependent care provider (other than a provider who is your relative) raises or lowers its rates midyear, you may increase or decrease your contributions.

Other rules

Medicare or Medicaid entitlement: You may change an election for medical coverage midyear if you, your spouse, or your eligible dependent becomes entitled to, or loses entitlement to, coverage under Part A or Part B of Medicare, or under Medicaid. However, you are limited to reducing your medical/dental coverage only for the person who becomes entitled to Medicare or Medicaid, and you are limited to adding medical/dental coverage only for the person who loses eligibility for Medicare or Medicaid.

Family and Medical Leave Act: You may drop medical (including the Health Care Spending Account), dental, and vision care coverage midyear when you begin an unpaid leave, subject to the provisions of the Family and Medical Leave Act (FMLA). If you drop coverage or if you fail to make payments for benefit coverage during your FMLA leave, when you return from the FMLA leave, you have the right to be reinstated to the same elections you made prior to taking your FMLA leave.

Special note regarding domestic partner coverage: The events qualifying you to make a midyear election change described in this section also apply to events related to a qualified domestic partner. However, IRS rules generally do not permit you to make a midyear change "on a *before-tax* basis" for such events unless they involve a *tax* dependent. Thus, if you make a midyear change due to an event involving your domestic partner, that change must generally be made "on a *post-tax* basis," unless your domestic partner can be claimed as your dependent for federal income tax purposes. (Exceptions may be made if your domestic partner makes an election change under his or her employer's plan in accordance with IRS regulations.) Please see IRS Publication 17, *Your Federal Income Tax*, for a discussion of the definition of a tax dependent. The publication is available at www.irs.gov/formspubs/index.html.

Changing your coverage status

You must make changes to your health benefits *within 31 days* of a qualified status change by calling the Benefit Service Center. The change will be effective on the date of your status change.

Your contributions

Your contributions for medical, dental, and vision care are based on the plan chosen and the coverage category. Your medical contribution also depends on your total compensation and which total compensation band applies to you. The compensation bands for 2002 are shown in the table below. Contributions for your Health Care and Dependent Care Spending Accounts and Transportation Reimbursement Incentive Program are determined by your contribution amount.

Total compensation bands on which employee contributions for medical coverage are based:
\$20,000 or less
\$20,001 – \$25,000
\$25,001 – \$40,000
\$40,001 – \$60,000
\$60,001 – \$80,000
\$80,001 – \$100,000
\$100,001 – \$150,000
\$150,001 – \$200,000
\$200,001 – \$300,000
\$300,001 – \$500,000
More than \$500,000

For purposes of calculating your medical cost and coverage amounts, total compensation is determined each year and will apply for the entire calendar year. For 2002, your total compensation includes the following:

- Base pay plus shift differential paid for 2000;
- Commissions paid for 2000;
- Bonus paid for 2000, excluding any Annual Incentive Bonus for 1999; and
- 2000 Annual Incentive Bonus (paid in early 2001).

Your total compensation amount will apply for the entire calendar year.

If you are a part-time employee, your base pay plus shift differential will be calculated on an annualized basis. The formula will be your hourly rate of pay (including shift differential) X 52 weeks X 20 hours, regardless of the number of hours you are actually scheduled to work.

If you were hired or rehired in 2002 or you change your employment status from full-time to part-time or vice versa, your base pay and shift differential generally will be annualized as of your date of hire or the effective date of your change in status. For more specific information, contact your Benefits Service Center.

Before-tax contributions

When you choose coverage that requires a payroll contribution, most of your contributions are made with before-tax dollars. This means your contributions come out of your pay before federal income and employment taxes are deducted. Before-tax contributions reduce your gross salary, which lowers your taxable income and, therefore, the amount of income tax you must pay. Contributions may, however, be subject to state or local income taxes in certain jurisdictions.

Social Security taxes

Each year you pay Social Security taxes on a certain level of your earnings, called the taxable wage base. Since the before-tax dollars you use for some of your plan contributions are not considered part of your pay for Social Security tax purposes, your Social Security taxes will also be reduced if your pay falls below the taxable wage base after these before-tax dollars are subtracted from your total earnings. In this case, your future Social Security benefit may be smaller than if after-tax dollars were used for those purposes.

Domestic partners

The cost of coverage for a domestic partner is the same as the cost for a spouse. The cost of coverage for a domestic partner's child(ren) is the same as the cost for a dependent child. For the cost of domestic partner coverage in a particular plan, call the Benefit Service Center.

If your domestic partner and his or her child(ren) qualify as your dependents under section 152 of the IRC, your contributions for domestic partner medical, dental, and/or vision care coverage will be taken before taxes are withheld. However, if your partner and his or her child(ren) do not qualify as dependents under section 152, you will pay for their medical, dental, and/or vision care coverage with after-tax dollars.

Tax implications

According to federal tax law, your taxes may be affected when you enroll your domestic partner in Citigroup coverage.

If your domestic partner does NOT qualify as a tax dependent: If your domestic partner and his or her child(ren) do not satisfy the definition of a dependent under section 152 of the IRC, the cost of any medical, dental, and/or vision care coverage for your domestic partner and/or his or her child(ren) is considered "imputed income" and will be shown on your pay statement and Form W-2. You will pay taxes on the amount of imputed income.

If your domestic partner qualifies as a tax dependent: If your domestic partner and his or her child(ren) qualify as dependents under section 152 of the IRC, your contributions for their medical, dental, and/or vision care coverage will be taken before taxes are withheld, and there are no tax implications for you.

Since the tax requirements are complex, you should consult a tax professional for advice on your personal situation.

Generally, a member of your household qualifies as your tax dependent under the IRC if:

- You provide more than 50% of his or her financial support;
- The individual lives with you for the entire year; and
- The individual is a citizen or resident of the United States.

To review the qualifications of a section 152 dependent, see IRS Publication 17, *Your Federal Income Tax*, at www.irs.gov/formspubs/index.html.

Coordination of benefits

Coordination of benefits provisions apply to the medical and dental plans only and are described in this section.

All payments under the plans described in this SPD will be coordinated with benefits payable under any other group benefit plans that provide coverage for you or your dependent(s). Coordination of benefits prevents duplication and works to the advantage of all members of the group.

When you or your dependent(s) are eligible for benefits under another group plan, the eligible expenses under this plan will be determined. One of the plans involved will pay benefits first — the primary plan — and the other plan(s) will pay benefits next — the secondary plan(s).

The following definitions apply to terms used in this section:

- **Allowable expense:** Includes any necessary, reasonable, and customary expense that would be covered in full or in part under the Citigroup plan. When an HMO provides benefits in the form of furnishing services or supplies rather than cash payments, the service or supply will not be considered an allowable expense or a benefit paid.
- **Plan:** Most plans under which group health benefits are provided, including group insurance closed panel or other forms of group or group-type coverage (whether insured or uninsured), medical care components of group long-term care contracts (such as skilled nursing care), medical benefits under group or individual automobile contracts, Workers' Compensation, and Medicare or other governmental benefits, as permitted by law.
- **Primary plan:** A benefit plan that has primary liability for a claim.
- **Secondary plan:** A benefit plan that adjusts its benefits by the amount payable under the primary plan.

The Citigroup plan will be the primary plan on claims:

- For you, if you are not covered as an employee by another plan;
- For your spouse, if your spouse is not covered as an employee by another plan; and
- For your dependent children, the birthdays of the parents are used to determine which coverage is primary. The coverage of the parent whose birthday (month and day) comes before the other parent's birthday in the calendar year will be considered primary coverage (For example, if your spouse's birthday is in January and your birthday is in May, your spouse's plan is the primary plan for your children). If both parents have the same birthday, then the coverage that has been in effect the longest is primary. This rule applies only if the parents are married to each other.

When the Citigroup plan is the primary plan, it will pay benefits first. Benefits will be calculated according to the terms of the plan and will not be reduced due to benefits payable under other plans.

When the Citigroup plan is the secondary plan, benefits under the Citigroup plan may be reduced. The Claims Administrator will determine the amount the Citigroup plan normally would pay. Then the amount payable under the primary plan for the same expenses will be subtracted from the amount the Citigroup plan would have normally paid. The Citigroup plan will pay you the difference. If the Citigroup plan is secondary, you will never be paid more for the same expenses under both the Citigroup plan and the primary plan than the Citigroup plan would have paid alone.

When the Citigroup plan is secondary and the patient is covered under an HMO, benefits under the Citigroup plan will be limited to the copayment, if any, for which you would have been responsible under the HMO, whether or not the services provided are rendered by the HMO.

When a child is claimed as a dependent by parents who are separated or divorced, the primary plan is the plan of the parent who has court-ordered financial responsibility for the dependent child's health care expenses. Otherwise, the Citigroup plan will be secondary. When a child's parents are separated or divorced and there is no court decree, then benefits will be determined in the following order:

- The plan of the parent with custody of the child;
- The plan of the spouse of the parent with custody of the child;
- The plan of the parent not having custody of the child.

In the event that a legal conflict exists between two plans as to which is primary and which is secondary, the plan that has covered the patient for the longer time will be considered primary. When a plan does not have a coordination of benefits provision, the rules in this provision are not applicable and such plan's coverage is automatically considered primary.

Coordination with Medicare

When you or your eligible dependents are entitled to Medicare and are covered under the Citigroup plan, the Citigroup plan continues to be the primary plan. The Citigroup plan is primary for the following situations:

- Eligible active employees age 65 and over and who are entitled to Medicare benefits;
- Dependent spouses age 65 and over who participate in the Citigroup plan on the basis of current employment status of the employee and who are entitled to Medicare benefits;
- Social Security disabled participants who are covered by the Citigroup plan on the basis of your active employment status with Citigroup and who are entitled to Medicare benefits; and
- For the first 30 months of Medicare entitlement, certain individuals who become eligible for Medicare on the basis of having end-stage renal disease (ESRD).

If you are entitled to Medicare and want Medicare as your primary coverage, you must decline Citigroup medical coverage. From that point forward, Medicare will be your only coverage, and no benefits will be provided by the Citigroup plan.

If you or a covered family member becomes covered by Medicare after a COBRA election is made, your COBRA coverage will end.

No-fault automobile insurance

In states with no-fault automobile insurance, the automobile insurance carrier is the primary insurance for injuries resulting from an automobile accident. All medical expenses related to the automobile accident should be submitted to the automobile insurance carrier first. The Citigroup plan will pay covered expenses not payable under the no-fault automobile insurance according to the coordination of benefit rules discussed above.

Facility of payment

When benefit payments that would have been made under a Citigroup plan have been made under another plan, the Citigroup plan has the right to pay the other plan the amount that satisfies the intent of the provision. Any payment made will be considered payment of benefits under the Citigroup plan and, to the extent of such payments, the Citigroup plan's obligation to pay benefits will be satisfied.

Right of recovery

The Citigroup plan has the right to recover any payment made in excess of the maximum amount payable under this provision. The Citigroup plan may recover from one or more of the following entities in an effort to make the plan whole:

- Any persons it paid or for whom payment was made;

- Any insurer, and any other organization; or
- Any entity that was thereby enriched.

Release of information

Certain facts are needed to apply the rules of this provision. The Claims Administrator has the right to decide which facts are needed. The Claims Administrator may get the needed facts from or give them to any other organization or person. The Claims Administrator need not tell, or get the consent of, any person to do this. At the time a claim for benefits is made, the Claims Administrator will determine the information necessary to operate this provision.

Citigroup will use and disclose health care information that relates to plan participants only as appropriate for plan administration and only as permitted by applicable law.

Recovery provisions

Recovery provisions apply to the medical and dental plans and are described in this section.

Refund of overpayments

Whenever payments have been made by the plan with respect to covered or non-covered expenses in a total amount, at any time, in excess of the maximum amount payable under the plan's provision, the covered person(s) must make a refund to the plan in the amount paid in excess of the amount payable under the plan and help the plan obtain the refund from another person or organization.

If the covered person(s) or any other person or organization that was paid does not promptly refund the full amount, the plan may reduce the amount of any future benefits that are payable. The reductions will equal the amount it should have paid. In the case of recovery from a source other than the plan, the refund equals the amount of recovery up to the amount paid under the plan. The plan may have other rights in addition to the right to reduce future benefits.

Reimbursement

This section applies when a covered person recovers damages, by settlement, verdict, or otherwise, for an injury, sickness, or other condition. If the covered person has made, or in the future may make, such a recovery, including a recovery from an insurance carrier, the plan will not cover either the reasonable value of the services to treat such an injury or illness or the treatment of such an injury or illness.

However, if the plan does pay or provide benefits for such an injury, sickness, or other condition, the covered person – or the legal representatives, estate, or heirs of the covered person – will promptly reimburse the plan from all recovery amounts (whether or not characterized as related to medical expenses) from any settlement, verdicts, or insurance proceeds received by the covered person (or by the legal representatives, estate, or heirs of the covered person) to the extent that medical benefits have been paid for or provided by the plan to the covered person.

If the covered person receives payment from a third party or his or her insurance company as a result of an injury or harm due to the conduct of another party and the covered person has received benefits from the plan, the plan must be reimbursed first. In other words, the covered person's recovery from a third party may not compensate the covered person fully for all of the financial expenses incurred because acceptance of benefits from the plan constitutes an agreement to reimburse the plan for any benefits the covered person receives.

The covered person also must take any reasonably necessary action to protect the plan's subrogation and reimbursement right. That means by accepting benefits from the plan, the covered person agrees to notify the Plan Administrator if and when the covered person institutes a lawsuit or other action, or enters into settlement negotiations with another party (including his or her insurance company) in connection with or related to the conduct of another party. The covered person also must cooperate with the Plan Administrator's reasonable requests concerning the plan's subrogation and reimbursement rights and must keep the Plan Administrator informed of any important developments in his or her action. The covered person also agrees that the Plan Administrator may withhold any future benefits paid by this plan or any other disability or health plan maintained by Citigroup or its participating companies to the extent necessary to reimburse this plan under the plan's subrogation or reimbursement rights.

In order to secure the rights of the plan under this section, the covered person hereby:

- Grants to the plan a first priority lien against the proceeds of any such settlement, verdict or other amounts received by the covered person to the extent of all benefits provided in an effort to make the plan whole; and
- Assigns to the plan any benefits the covered person may have under any automobile policy or other coverage. The covered person shall sign and deliver, at the request of the plan or its agents, any documents needed to protect such lien or to effect such assignment of benefits.

The covered person will cooperate with the plan and its agents and will:

- Sign and deliver such documents as the plan or its agents reasonably request to protect the plan's right of reimbursement;
- Provide any relevant information; and
- Take such actions as the plan or its agents reasonably request to assist the plan in making a full recovery of the value of the benefits provided.

If the covered person does not sign and deliver any such documents for any reason (including but not limited to the fact that the covered person was not given an agreement to sign or is unable or refused to sign), the Plan Administrator, in its sole discretion, may or may not advance benefits to the covered person under the plan. If the Plan Administrator has advanced benefits, it has the right to subrogation and reimbursement whether or not the covered person has signed the agreement. The covered person shall not take any action that prejudices the plan's right of reimbursement.

Subrogation

This section applies when another party is, or may be considered, liable for a covered person's injury, sickness, or other condition (including insurance carriers who are so liable) and the plan has provided or paid for benefits.

The plan is subrogated to all the rights of the covered person against any party liable for the covered person's injury or illness or for the payment for the medical treatment of such injury or occupational illness (including any insurance carrier), to the extent of the value of the medical benefits provided to the covered person under the plan. The plan may assert this right independently of the covered person.

The covered person is obligated to cooperate with the plan and its agents in order to protect the plan's subrogation rights. Cooperation means providing the plan or its agents with any relevant information requested by them, signing and delivering such documents as the plan or its agents reasonably request to secure the plan's subrogation claim, and obtaining the consent of the plan or its agents before releasing any party from liability for payment.

If the covered person enters into litigation or settlement negotiations regarding the obligations of other parties, the covered person must not prejudice, in any way, the subrogation rights of the plan under this section.

The costs of legal representation retained by the plan in matters related to subrogation shall be borne solely by the plan. The costs of legal representation retained by the covered person shall be borne solely by the covered person.

When coverage ends

Your coverage automatically will terminate on the earliest of the following dates:

- The date the Citigroup plan terminates;
- The last day for which the necessary contributions are made;
- Midnight of the last day of the month in which you retire, you die, or you otherwise cease to be eligible for coverage.
- The date benefits paid on behalf of a participant equal the lifetime maximum benefit under the Citigroup plan. Coverage for eligible dependents who have not reached their lifetime maximum will not be affected.

Your eligible dependent's coverage automatically will terminate on the earliest of the following dates:

- Midnight of the last day of the month in which your coverage terminates;
- The date you elect to terminate your eligible dependent's coverage;
- The last day for which the necessary contributions are made;
- The date the eligible dependent(s) ceases to be eligible for coverage. Coverage will remain in effect through December 31 of the year in which the child reaches the maximum age or is no longer a full-time student. Coverage will remain in effect through the end of the month in which the child gets married or obtains a full-time job;
- The date the eligible dependent(s) is covered as an employee under the plan;
- The date the eligible dependent(s) is covered as the dependent of another employee under the plan;
- The date the eligible dependent(s) enters the armed forces of any country or international organization; or
- The date the dependent is no longer eligible for coverage under a QMCSO.

You and your eligible covered dependents may be able to continue coverage under COBRA. See **COBRA** for more information.

Coverage when you retire

You are eligible for retiree health care coverage if you are at least age 55 with at least 10 years of service when you retire. Coverage will continue for each covered person until that person becomes eligible for Medicare. You will be required to contribute to the cost of coverage.

Coverage if you become disabled

If you are disabled, you and your eligible dependents may continue medical, dental, and vision care plan coverage and participation in the Health Care Spending Account for up to 13 weeks, as long as you make the active employee contributions. After you have been disabled for 13 weeks, if you are still disabled and/or long-term disability coverage is pending, your coverage will remain in effect.

If you are totally disabled and receiving long-term disability benefits, coverage will continue as follows.

Medical coverage will continue for 52 weeks, including the 13-week period of short-term disability, as long as you make the active employee contributions. After that, you may continue medical coverage by making the same contributions as active employees, based on your length of service as shown in the table below.

Length of service	Continuation period for medical coverage
Less than two years	Six months
Two years to less than five years	Equal to length of service
Five years or more	As long as you are disabled or until you reach normal retirement age of 65

At the end of the period, you may continue coverage through COBRA. The continuation period is considered part of the period of COBRA-continued coverage.

Dental coverage will continue for 52 weeks, including the 13-week period of short-term disability, as long as you make the active employee contributions. You may then continue coverage through COBRA. The continuation period is considered part of the period of COBRA-continued coverage.

Vision care coverage will continue for the 13-week period of short-term disability, as long as you make the active employee contributions. You may then continue coverage through COBRA. The continuation period is considered part of the period of COBRA-continued coverage.

Health Care Spending Account participation will continue for the 13-week period of short-term disability, as long as you make the active employee contributions. You may then continue coverage through COBRA.

Dependent Care Spending Account and the Transportation Reimbursement Incentive Program account participation end as of the day you become disabled.

Coverage if you take a leave of absence

If you are on an approved leave of absence, call the Benefit Service Center about your rights to continue medical, dental, vision care and/or spending account coverage.

Continuing coverage during FMLA

The federal Family and Medical Leave Act (FMLA) entitles eligible employees to take leave each year for serious illness, the birth or adoption of a child, or to care for a spouse, child, or parent who has a serious health condition. If you are eligible for FMLA, you may take up to a total of 13 weeks of leave each calendar year (except where state law mandates differently).

If you take an unpaid leave of absence that qualifies under FMLA, medical, dental, and vision care coverage for you and your dependents and your participation in the Health Care Spending Account may continue as long as you continue to contribute your share of the cost of coverage during the leave.

Note that your monthly contributions during a leave are made on an after-tax basis.

If you lose any coverage during an FMLA leave because you did not make the required contributions, you may reenroll when you return from your leave. Your coverage will start again on the first day after you return to work and make your required contributions.

If you do not return to work at the end of your FMLA leave, you will be entitled to purchase COBRA continuation coverage for your medical, dental, vision and Health Care Spending Account benefits. If your employment is terminated while you are on an FMLA leave, you may also be eligible to continue your insurance coverage under COBRA.

During an FMLA leave, you have access to the entire amount of your Health Care Spending Account annual election, less any prior reimbursements that you have received, as long as you continue to make your contributions during your leave of absence. If you stop making contributions, your participation in the Health Care Spending Account will terminate while you are on FMLA leave. In that case, you may not receive reimbursement for any health care expenses you incur after your coverage terminated.

If your Health Care Spending Account participation terminates during your leave, your Health Care Spending Account contributions will begin again if you return to work during the same year in which your leave began. You will have the choice of either resuming your contributions at the same level in effect before your FMLA leave or electing to increase your contribution level to “make up” for the contributions you missed during your leave. If you resume your prior contribution level, then the amount available for reimbursement for the year will be reduced by the contributions you missed during the leave. If you elect to make up contributions, then the amount available for reimbursement will be the same amount you could receive immediately before the leave. Regardless of whether you choose to resume your prior contribution level or to make up missed contributions, you may not use your Health Care Spending Account for expenses incurred during the period you did not participate.

Continuing coverage during military leave

If you take a military leave, whether for active duty or for training, you are entitled to continue your health coverage (including medical, dental, vision, and Health Care Spending Account) for up to 18 months as long as you give Citigroup advance notice (with certain exceptions) of the leave, and provided that your total leave, when added to any prior periods of military leave from Citigroup, does not exceed five years (with certain exceptions).

If the entire length of the leave is 30 days or less, you will not be required to pay any more than the portion you paid before the leave. If the entire length of the leave is 31 days or longer, you may be required to pay up to 102% of the entire amount (including both company and employee contributions) necessary to cover an employee who does not go on military leave. Your other benefits will be terminated at the beginning of your military leave.

If you take a military leave, but your coverage under the plan is terminated, for instance, because you do not elect the extended coverage, you will be treated as if you had not taken a military leave upon re-employment when the Plans Administration Committee determines whether an exclusion or waiting period applies once you are reinstated to the plan.

If you are on military leave for less than 18 months and you do not return to work at the end of your leave, you may be entitled to purchase continuation coverage for the remaining months, up to a total of 18 months.

Coverage for surviving dependents

When an active employee dies, his or her surviving covered spouse and/or dependent children may be eligible for continued coverage.

- If the employee was not eligible for retiree health care coverage at the time of death, medical and dental coverage will continue for the surviving spouse and/or dependent children for six months at no cost. After the six-month period, they will be eligible to continue coverage through COBRA. The six-month period of continued coverage is considered part of the COBRA period.
- If the employee was eligible for retiree health care coverage at the time of death, the surviving spouse and/or dependent children will be eligible for retiree health care coverage on the same terms as a retired employee.

COBRA

A federal law, the Consolidated Omnibus Budget Reconciliation Act (COBRA), requires that most employers sponsoring group health plans offer employees and eligible dependents the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end (called “qualifying events”). The following information is intended to inform you of your rights and obligations under the continuation coverage provisions of the law.

You do not have to show that you are insurable to choose continuation coverage. However, continuation coverage under COBRA is provided subject to your eligibility for coverage. Citigroup reserves the right to terminate your coverage retroactively if you are determined to be ineligible under the terms of the plan.

You will have to pay the entire premium plus a 2% administrative fee for your continuation coverage. There is a grace period of at least 30 days for the payment of the regularly scheduled premium. A 45-day grace period applies for your first premium payment.

Who is covered

If you are covered by a Citigroup-sponsored medical, dental, or vision care plans, or Health Care Spending Account, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part). If you terminate employment following a leave of absence qualifying under the Family and Medical Leave Act, the event that will trigger continuation coverage is the earlier of the date that you indicate you will not be returning to work following the leave or the last day of the FMLA leave period.

If you are the spouse of an employee and are covered by a Citigroup-sponsored medical, dental, or vision care plans, or Health Care Spending Account on the day before the qualifying event, you are a qualified beneficiary and have the right to choose continuation coverage for yourself if you lose group health coverage under a Citigroup-sponsored group health plan for any of the following four reasons:

- The death of your spouse;
- The termination of your spouse’s employment (for reasons other than your spouse’s gross misconduct) or reduction in your spouse’s hours of employment;
- Divorce or legal separation from your spouse; or
- Your spouse becomes entitled to Medicare.

If you are a covered dependent child of an employee covered by a Citigroup-sponsored medical, dental, or vision care plans, or Health Care Spending Account on the day before the qualifying event, you also are a qualified beneficiary and have the right to continuation coverage if group health coverage under such plan is lost for any of the following five reasons:

- The death of the employee;
- The termination of the employee’s employment (for reasons other than the employee’s gross misconduct) or reduction in the employee’s hours of employment;
- The employee’s divorce or legal separation;
- The employee becomes entitled to Medicare; or
- The dependent ceases to be a “dependent child” under the Citigroup-sponsored medical, dental, or vision care plans, or Health Care Spending Account.

If the covered employee elects continuation coverage and then has a child (either by birth, adoption, or placement for adoption) during that period of continuation coverage, the new child is also eligible to become a qualified beneficiary. In accordance with the terms of the employer-sponsored group health plan and the requirements of federal law, these qualified beneficiaries can be added to COBRA coverage upon proper notification to Citigroup of the birth or adoption.

If the covered employee fails to notify Citigroup in a timely fashion (in accordance with the terms of the Citigroup-sponsored group health plans), the covered employee will *not* be offered the option to elect COBRA coverage for the child. Newly acquired dependents (other than children born to, adopted by, or placed for adoption with the employee) will not be considered qualified beneficiaries but may be added to the employee's continuation coverage.

Separate Elections: Each qualified dependent has an independent election right for COBRA coverage. For example, if there is a choice among types of coverage, each qualified dependent who is eligible for continuation of coverage is entitled to make a separate election among the types of coverage. Thus, a spouse or dependent child is entitled to elect continuation coverage even if the covered employee does not make that election. Similarly, a spouse or dependent child may elect different coverage than the employee elects.

Your duties

Under the law, the employee or a family member has the responsibility to inform Citigroup of a divorce, legal separation, or a child losing dependent status under the Citigroup-sponsored medical, dental, or vision care plans, or Health Care Spending Account. This notice *must* be provided within 60 days from the date of the divorce, legal separation or a child losing dependent status (or, if later, the date coverage would normally be lost because of the event).

If the employee or a family member fails to provide this notice to Citigroup during this 60-day notice period, any family member who loses coverage will *not* be offered the option to elect continuation coverage. The notice must be in writing. Send the notice to:

Citigroup Service Center
P.O. Box 785004
2300 Discovery Drive
Orlando, FL 32878.

When Citigroup is notified that one of these events has happened, Citigroup in turn will notify you that you have the right to choose continuation coverage. If you or your family member fails to notify Citigroup and any claims are mistakenly paid for expenses incurred after the date coverage would normally be lost because of the divorce, legal separation, or a child losing dependent status, then the employee and family members will be required to reimburse the employer-sponsored group health plans for any claims mistakenly paid.

Citigroup's duties

Qualified dependents will be notified of the right to elect continuation coverage automatically (without any action required by the employee or a family member) if any of the following events occurs that will result in a loss of coverage:

- The employee's death or termination (for reasons other than gross misconduct),
- A reduction in the employee's hours of employment, or
- The employee's entitlement to Medicare.

Electing COBRA

To elect or inquire about COBRA coverage, contact the Benefit Service Center.

Under the law, you must elect continuation coverage within 60 days from the date you would lose coverage because of one of the events described earlier, or, if later, 60 days after Citigroup provides you notice of your right to elect continuation coverage. *An employee or family member who does not choose continuation coverage within the time period described above will lose the right to elect continuation coverage.*

If you choose continuation coverage, Citigroup is required to give you coverage that, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. This means that if the coverage for similarly situated employees or family members is modified, your coverage will be modified. "Similarly situated" refers to a current employee or dependent who has not had a qualifying event.

Duration of COBRA

The law requires that you be afforded the opportunity to maintain continuation coverage for 36 months, unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. Additional qualifying events (such as a death, divorce, legal separation, or Medicare entitlement) may occur while the continuation coverage is in effect.

These events can result in an extension of an 18-month continuation period to 36 months, but in no event will coverage last beyond 36 months from the date of the event that originally made a qualified dependent eligible to elect coverage. You should notify Citigroup if a second qualifying event occurs during your continuation coverage period.

When coverage ends, generally you can't convert your coverage to an individual medical policy. However, some HMOs do offer conversion to individual coverage. Contact your HMO directly.

Special Rules for Disability: The 18 months may be extended to 29 months if the employee or covered family member is determined by the Social Security Administration to be disabled (for Social Security disability purposes) at any time during the first 60 days of continuation coverage. This 11-month extension is available to all family members who are qualified dependents due to termination or reduction in hours of employment, even those who are not disabled. To benefit from the extension, the qualified dependent must inform Citigroup within 60 days of the Social Security determination of disability and before the end of the original 18-month continuation coverage period. If, during continued coverage, the Social Security Administration determines that the qualified dependent is no longer disabled, the individual must inform Citigroup of this redetermination within 30 days of the date it is made, at which time the 11-month extension will end.

If a qualified beneficiary is disabled and another qualifying event occurs within the 29-month continuation period, then the continuation coverage period is 36 months after the termination of employment or reduction in hours.

Medicare: If you lose coverage (medical, dental, or vision care plan, or Health Care Spending Account) due to your termination of employment or reduction in hours, your covered family member's COBRA coverage will not end before 36 months from the date you become covered by Medicare.

Early termination of COBRA

The law provides that your continuation coverage may be cut short prior to the expiration of the 18-, 29-, or 36-month period for any of the following five reasons:

- Citigroup no longer provides group health coverage to any of its employees;
- The premium for continuation coverage is not paid on time (within the applicable grace period);
- The qualified dependent becomes covered — after the date COBRA is elected — under another group health plan (whether or not as an employee) that does not contain any applicable exclusion or limitation for any preexisting condition of the individual;
- The qualified dependent becomes entitled to Medicare after the date COBRA is elected; or
- Coverage has been extended for up to 29 months due to disability, and there has been a final determination made by the disability carrier that the individual is no longer disabled.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) restricts the extent to which group health plans may impose preexisting condition limitations. If you become covered by another group health plan and that plan contains a preexisting condition limitation that affects you, your COBRA coverage cannot be terminated. However, if the other plan's preexisting condition rule does not apply to you by reason of HIPAA's restrictions on preexisting condition clauses, the plan may terminate your COBRA coverage.

COBRA and FMLA

A leave that qualified under the Family and Medical Leave Act (FMLA) does not make you eligible for COBRA coverage. However, regardless of whether you lose coverage because of nonpayment of premium during an FMLA leave, you are still eligible for COBRA on the last day of the FMLA leave, if you decide not to return to active employment. Your continuation coverage will begin on the earliest of the following to occur:

- When you definitively inform Citigroup that you are not returning at the end of the leave; or
- The end of the leave, assuming you do not return to work.

For purposes of an FMLA leave, you will be eligible for COBRA, as described above, only if:

- You or your dependent is covered by the plan on the day before the leave begins (or you or your dependent becomes covered during the FMLA leave); and
- You do not return to employment at the end of the FMLA leave.

Cost of coverage

Under the law, you may be required to pay up to 102% of the premium for your continuation coverage. If your coverage is extended from 18 to 29 months for disability, you may be required to pay up to 150% of the premium beginning with the 19th month of continuation coverage. The cost of group health coverage periodically changes. If you elect continuation coverage, Citigroup will notify you of any changes in the cost.

The initial payment for continuation coverage is due 45 days from the date of your election. Thereafter, you must pay for coverage on a monthly basis for which you have a grace period of at least 30 days.

If you have any questions about COBRA coverage or the application of the law, please contact the COBRA administrator at the address listed below. Also, if your marital status has changed, or you, your spouse or a dependent have changed addresses, or a dependent ceases to be a dependent eligible for coverage under the terms of the plan, you must notify the COBRA administrator in writing immediately at the address listed below.

All notices and other communications regarding COBRA and the Citigroup-sponsored group health plan should be directed to:

ADP COBRA Services
P.O. Box 27478
Salt Lake City, UT 84127-0478

Or you may call 1-800-422-7608.

Your HIPAA rights (medical only)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law enacted to provide improved portability and continuity of health insurance coverage for dependents.

HIPAA restricts the ability of group health plans to exclude coverage for preexisting conditions. HIPAA also requires plans to provide a Certificate of Creditable Coverage and provide for special enrollment rights as described below.

Creditable coverage

Under HIPAA, when you and your dependents no longer have Citigroup medical coverage, you must receive certification of your coverage from the medical plan in which you were enrolled. You may need this certification in the event you later become covered by a new plan under a different employer, or under an individual policy.

You and/or your dependent(s) will receive a coverage certification when your medical plan coverage terminates, again when COBRA coverage terminates (if you elected COBRA), and upon your request (if the request is made within 24 months following either termination of coverage).

You should keep a copy of the coverage certification(s) you receive, as you may need to prove you had prior coverage when you join a new health plan. For example, if you obtain new employment and your new employer's plan has a preexisting condition limitation (which delays coverage for conditions treated before you were eligible for the new plan), the employer may be required to reduce the duration of the limitation by one day for each day you had prior coverage (subject to certain requirements). If you are purchasing individual coverage, you may need to present the coverage certification to your insurer at that time as well.

Your special enrollment rights

If you decline to enroll for Citigroup medical coverage for yourself and/or your eligible dependents, including your spouse, because you and/or your family members have other health coverage, you may in the future be able to enroll yourself or your dependents in Citigroup coverage *provided that you request enrollment within 31 days after the date your coverage ends because you or a family member loses eligibility under another plan or because COBRA coverage has ended*. In addition, if you have a new dependent as a result of a marriage, birth, or adoption or placement for adoption of a child, you also may be able to enroll yourself and your eligible dependents provided you call within 31 days after the marriage, birth, or adoption.

If you miss the 31-day deadline, you will have to wait until the next open enrollment period — or have another qualified status change or special enrollment right — to enroll.

To meet IRS regulations and plan requirements, Citigroup reserves the right at any time to request written documentation of any dependent's eligibility for plan benefits and/or the effective date of the qualifying event.

Claims and appeals

To receive benefits from most of the Citigroup benefit plans, you will need to file a claim.

Medical

- For all plans other than HMOs
 - Use one of the following forms available on Citigroup.net:
 - 301 – Aetna Medical Claim Form (for Managed Choice POS plan participants);
 - 302 – CIGNA Point of Service Claim Form (for FlexCare POS plan participants);
 - 303 – UnitedHealthcare Claim Form (for Select Plus POS, Health Plan 2000, Health Plan 200, and Out-of-Area Plan participants);
 - Based on your business group you may obtain forms through the Forms and LifeTimes option of ConnectOne at 1-800-881-3938.
- HMO participants
 - Call your HMO for any claim-filing information.

Prescription Drug

- Claim Form
 - Available from www.medcohealth.com or by calling Medco Health customer service at 1-800-987-8369.

Dental

- MetLife 75 with Preferred Dentist Program (PDP)
 - Use Form 304 – MetLife Dental Claim form available on Citigroup.net.
 - Based on your business group you may obtain the form through the Forms and LifeTimes option of ConnectOne at 1-800-881-3938.
 - CIGNA Dental Care DHMO
 - There are no claim forms to file under this plan.

Vision Care Plan

- Call Davis Vision at 1-800-999-5431 or visit www.davisvision.com.

Health Care Spending Account and Dependent Care Spending Account

- Use Form 305 Spending Account Reimbursement Request Form available on Citigroup.net.
 - Based on your business group you may obtain the form through the Forms and LifeTimes option of ConnectOne at 1-800-881-3938.

Transportation Reimbursement Incentive Program

- File TRIP Claim Form (Form 306) for reimbursement.
 - Claim forms are available on Citigroup.net, the TRIP Service Center at 1-800-378-1823, the TRIP Web site at www.trip.adpfsa.com.
 - Based on your business group you may obtain the form through the Forms and LifeTimes option of ConnectOne at 1-800-881-3938.

All claims for benefits must be filed within certain time limits.

- Medical, dental, and vision care claims must be filed within two years of the date of service.
- Health Care Spending Account and Dependent Care Spending Account claims must be filed by June 30 of the calendar year following the year in which the expense was incurred.
- Transportation Reimbursement Incentive Program claims must be filed by April 1 of the calendar year following the year in which the expense was incurred.

Claims and appeals for UnitedHealthcare plans

As of July 1, 2002, the amount of time UnitedHealthcare will take to make a decision on a claim will depend on the type of claim.

Type of claim	For claims filed on or after July 1, 2002
Post-service claims (for claims filed after the service has been received)	Decision within 30 days; one 15-day extension (notice of the need for an extension must be given before the end of the 30-day period) Notice that more information is needed must be given within 30 days You have 45 days to submit any additional information needed to process the claim*
Pre-service claims (for services requiring notification of services)	Decision within 15 days; one 15-day extension (notice of the need for an extension must be given before the end of the 15-day period) Notice that the claim was improperly filed and how to correct the filing must be given within five days Notice that more information is needed must be given within five days You have 45 days to submit any additional information needed to process the claim*
Urgent care claims (for services requiring notification of services where delay could jeopardize life or health)	Decision made within 72 hours Notice that more information is needed must be given within 24 hours You have 48 hours to submit any additional information needed to process the claim; you will be notified of the decision within 48 hours of receipt of the additional information
Concurrent care claims (for ongoing treatment)	Decision made within 24 hours for urgent care treatment Decision for all other claims made within 15 days for pre-service claims and 30 days for post-service claims

* Time period allowed to make a decision is suspended pending receipt of additional information.

If your claim is denied, in whole or in part, you will receive a written explanation detailing:

- The specific reasons for the denial;
- The specific references in the plan documentation on which the denial is based;
- A description of additional material or information you must provide to complete your claim and the reasons why that information is necessary;
- The steps to be taken to submit your claim for review;
- The procedure for further review of your claim; and
- A statement explaining your right to bring a civil action under section 502(a) of ERISA after exhaustion of the plan's appeals procedure.

If you have a question or concern about a benefit determination, you may informally contact Customer Service before requesting a formal appeal. If the Customer Service representative cannot resolve the issue to your satisfaction over the phone, you may submit your question in writing. However, if you are not satisfied with a benefit determination, you may appeal it as described here, without first informally contacting Customer Service. If you first informally contact Customer Service and later wish to request a formal appeal in writing, you should contact Customer Service and request an appeal. If you request a formal appeal, a Customer Service representative will provide you with the appropriate address of the Claims Administrator.

The Customer Service telephone number is shown on your ID card. Customer Service representatives are available to take your call during regular business hours, Monday through Friday. If you are appealing an urgent care claim, contact Customer Service immediately.

UnitedHealthcare level one appeal

If you disagree with a claim determination after following the above steps, you can contact the Claims Administrator in writing to formally request an appeal. If the appeal relates to a claim for payment, your request should include:

- The patient's name and the identification number from the ID card.
- The date(s) of medical service(s).
- The provider's name.
- The reason you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your first appeal request must be submitted to the Claims Administrator within 180 days after you receive the claim denial.

During the 180-day period, you may review any pertinent documents and information relevant to your claim, if you make a request in writing. This material includes all information that was relied on in making the benefit determination; that was submitted to, considered, or generated by the Claims Administrator in considering the claim; and that demonstrates the Claims Administrator's processes for ensuring proper, consistent decisions.

During the review, you will be given an opportunity to request a hearing and present your case in person or by an authorized representative at a hearing scheduled by the Claims Administrator. If the decision on review is not received within such time, the claim shall be deemed denied on review.

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field who was not involved in the prior determination. The Claims Administrator may consult with, or seek the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent medical claim information. Upon request and free of charge you have the right to reasonable access to and copies of, all documents, records, and other information relevant to your claim for benefits.

You will be provided written or electronic notification of decision on your appeal as follows:

- For appeals of pre-service claims, the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 15 days from receipt of a request for appeal of a denied claim.
- For appeals of post-service claims, the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 30 days from receipt of a request for appeal of a denied claim.

UnitedHealthcare level two appeal

If you are not satisfied with the first level appeal decision of the Claims Administrator, you have the right to request a second level appeal from the Claims Administrator. Your second level appeal request must be submitted to the Claims Administrator within 60 days from receipt of first level appeal decision.

For appeals of pre-service claims, the second level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 15 days from receipt of a request for review of the first level appeal decision.

For appeals of post-service claims, the second level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 30 days from receipt of a request for review of the first level appeal decision.

For pre-service and post-service claim appeals, Citigroup has delegated to the Claims Administrator the exclusive right to interpret and administer the provisions of the plan. The Claims Administrator's decisions are conclusive and binding. Please note that the Claims Administrator's decision is based only on whether or not benefits are available under the plan for the proposed treatment or procedure. The determination as to whether the pending health service is necessary or appropriate is between you and your physician.

If you are an employee of Salomon Smith Barney Holdings, Inc., and its subsidiaries, please see **Special appeal process for SSB**.

UnitedHealthcare urgent claim appeals

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health or the ability to regain maximum function or cause severe pain. In these urgent situations, the appeal does not need to be submitted in writing. You or your physician should call the Claims Administrator as soon as possible. The Claims Administrator will provide you with a written or electronic determination within 72 hours following receipt of your request for review of the determination taking into account the seriousness of your condition.

For urgent claim appeals, we have delegated to the Claims Administrator the exclusive right to interpret and administer the provisions of the plan. The Claims Administrator's decisions are conclusive and binding.

Claims and appeals for Aetna medical plans

As of July 1, 2002, the amount of time Aetna will take to make a decision on a claim will depend on the type of claim.

Type of claim	For claims filed on or after July 1, 2002
Post-service claims (for claims filed after the service has been received)	Decision within 30 days; one 15-day extension (notice of the need for an extension must be given before the end of the 30-day period) Notice that more information is needed must be given within 30 days You have 45 days to submit any additional information needed to process the claim*
Pre-service claims (for services requiring precertification of services)	Decision within 15 days; one 15-day extension (notice of the need for an extension must be given before the end of the 15-day period) Notice that more information is needed must be given within five days You have 45 days to submit any additional information needed to process the claim*
Urgent care claims (for services requiring precertification of services where delay could jeopardize life or health)	Decision made within 72 hours Notice that more information is needed must be given within 24 hours You have 48 hours to submit any additional information needed to process the claim; you will be notified of the decision within 48 hours of receipt of the additional information
Concurrent care claims (for ongoing treatment)	Decision made within 24 hours for urgent care treatment Decision made sufficiently in advance for all other claims

* Time period allowed to make a decision is suspended pending receipt of additional information.

Claim forms may be obtained at your place of employment. These forms tell you how and when to file a claim.

If your claim is denied, in whole or in part, you will receive a written explanation detailing:

- The specific reasons for the denial;
- The specific references in the plan documentation on which the denial is based;
- A description of additional material or information you must provide to complete your claim and the reasons why that information is necessary;
- The steps to be taken to submit your claim for review;
- The procedure for further review of your claim; and
- A statement explaining your right to bring a civil action under section 502(a) of ERISA after exhaustion of the plan's appeals procedure.

Appeals for Aetna medical plans

Except for urgent care claims, you will have 180 days following receipt of a claim denial to appeal the decision, if the claim was filed on or after July 1, 2002. You will be notified of the decision no later than 15 days (for pre-service claims) or 30 days (for post-service claims) after the appeal is received. You may submit written comments, documents, records, and other information relating to your claim, whether or not the comments, documents, records, or information were submitted in connection with the initial claim. You may also request that the Claims Administrator provide you, free of charge, copies of all documents, records, and other information relevant to the claim.

During the review, you will be given an opportunity to request a hearing and present your case in person or by an authorized representative at a hearing scheduled by the Claims Administrator. If the decision on review is not received within such time, the claim shall be deemed denied on review.

If your claim involves urgent care, an expedited appeal may be initiated by a telephone call to Member Services. Aetna's Member Services telephone number is on your identification card. You or your authorized representative may appeal urgent care claim denials either orally or in writing. All necessary information, including the appeal decision, will be communicated between you and your authorized representative and the Claims Administrator by telephone, fax, or other similar method. You will be notified of the decision not later than 72 hours after the appeal is received.

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field who was not involved in the prior determination. The Claims Administrator may consult with, or seek the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent medical claim information. Upon request and free of charge you have the right to reasonable access to and copies of, all documents, records, and other information relevant to your claim for benefits.

External Review

An "External Review" is a review by independent physician, with appropriate expertise in the area at issue, of claim denials based upon lack of medical necessity or the experimental or investigational nature of a proposed service or treatment.

You may, at your option, obtain External Review of a claim denial provided that:

- You have exhausted the Aetna appeal process for denied claims, as outlined in this ***Claims and appeals for Aetna medical plans*** section of this SPD and you have received a final denial;
- The final denial was based upon a lack of medical necessity, or the experimental or investigational nature of the proposed service or treatment; and
- The cost of the service or treatment at issue exceeds \$500.

If you meet the eligibility requirements listed above, you will receive written notice of your right to request an External Review at the time the final decision on your internal appeal has been rendered. Either you or an individual acting on your behalf will be required to submit to Aetna the External Review Request Form (except under expedited review as described below), a copy of the plan denial of coverage letter, and all other information you wish to be reviewed in support of your request. Your request for an External Review must be submitted in writing to Aetna within 60 calendar days after you receive the final decision on your internal appeal.

Aetna will contact the "External Review Organization" that will conduct your External Review. The External Review Organization will then select an independent physician with appropriate expertise in the area at issue for the purpose of performing the External Review. In rendering a decision, the external reviewer may consider any appropriate credible information submitted by you with the External Review Request Form, and must follow the applicable plan's contractual documents and plan criteria governing the benefits.

The External Review Organization will generally notify you of the decision with 30 calendar days of Aetna's receipt of a properly completed External Review Form. The notice will state whether the prior determination was upheld or reversed, and briefly explain the basis for the determination. The decision of the external reviewer will be binding on the plan, except where Aetna or the plan can show reviewer conflict of interest, bias, or fraud. In such cases, notice will be given to you and the matter will be promptly resubmitted for consideration by a different reviewer.

An expedited review is available when your treating physician certifies on a separate Request For Expedited External Review Form (or by telephone with prompt written follow-up) the clinical urgency of the situation. "Clinical urgency" means that a delay (waiting the full 30-calendar-day period) in receipt of the service or treatment would jeopardize your health. Expedited reviews will be decided within five calendar days of receipt of the request. In the case of such expedited reviews, you will initially be notified of the determination by telephone, followed immediately by a written notice delivered by expedited mail or fax.

You will be responsible for the cost of compiling and sending the information that you wish to be reviewed by the External Review Organization to Aetna. Aetna is responsible for the cost of sending this information to the External Review Organization. The professional fee for the External Review will be paid by Aetna.

In order for an individual to act on your behalf in connection with an External Review, you will need to specifically consent to the representation by signing the appropriate line on the External Review Request Form.

You may obtain more information about the External Review process by calling the toll-free Member Services telephone number listed on your ID card.

If you are an employee of Salomon Smith Barney Holdings, Inc., and its subsidiaries, please follow the appeal process described below.

If your claim is denied in whole or in part, you will receive a written notice of the denial from Aetna. The notice will explain the reason for the denial and the review procedures.

You may request a review of the denied claim. The request must be submitted in writing within 60 days after you receive the notice. Include your reasons for requesting the review. Submit your request to the office of Aetna to which you submitted your initial request for benefit payment.

Your claim will be reviewed by the plan's fiduciary and ordinarily you will be notified of the final decision within 60 days of receipt of your request. If special circumstances require an extension of time, you will be notified of such extension during the 60 days following receipt of your request.

Claims and appeals for CIGNA medical plans

As of July 1, 2002, the amount of time CIGNA will take to make a decision on a claim will depend on the type of claim.

Type of claim	For claims filed on or after July 1, 2002
Post-service claims (for claims filed after the service has been received)	Decision within 30 days; one 15-day extension (notice of the need for an extension must be given before the end of the 30-day period) Notice that more information is needed must be given within 30 days You have 45 days to submit any additional information needed to process the claim*
Pre-service claims (for services requiring precertification of services)	Decision within 15 days; one 15-day extension (notice of the need for an extension must be given before the end of the 15-day period) Notice that more information is needed must be given within five days You have 45 days to submit any additional information needed to process the claim*
Urgent care claims (for services requiring precertification of services where delay could jeopardize life or health)	Decision made within 72 hours Notice that more information is needed must be given within 24 hours You have 48 hours to submit any additional information needed to process the claim; you will be notified of the decision within 48 hours of receipt of the additional information
Concurrent care claims (for ongoing treatment)	Decision made within 24 hours for urgent care treatment Decision made sufficiently in advance for all other claims

* Time period allowed to make a decision is suspended pending receipt of additional information.

If your claim is denied, in whole or in part, you will receive a written explanation detailing:

- The specific reasons for the denial;
- The specific references in the plan documentation on which the denial is based;
- A description of additional material or information you must provide to complete your claim and the reasons why that information is necessary;
- The steps to be taken to submit your claim for review;
- The procedure for further review of your claim; and
- A statement explaining your right to bring a civil action under section 502(a) of ERISA after exhaustion of the plan's appeals procedure.

The CIGNA medical plans have a two-step appeals procedure for coverage decisions. To appeal the denial of a claim, you must submit a request for an appeal in writing to CIGNA within 180 days after receiving notice of the denial of your claim. You should state the reason why you feel your appeal should be approved and include any information supporting your appeal. If you are unable or choose not to write, you may ask CIGNA to register your appeal by calling the toll-free number on your CIGNA HealthCare ID card. You may also register your appeal by an arranged appointment or walk-in interview.

You may submit written comments, documents, records, and other information relating to your claim, whether or not the comments, documents, records, or information were submitted in connection with the initial claim. You may also request that the Claims Administrator provide you, free of charge, copies of all documents, records, and other information relevant to the claim.

During the review, you will be given an opportunity to request a hearing and present your case in person or by an authorized representative at a hearing scheduled by the Claims Administrator. If the decision on review is not received within such time, the claim shall be deemed denied on review.

CIGNA level one appeal

Your appeal will be reviewed and the decision made by someone not involved in the initial decision. Appeals involving medical necessity or clinical appropriateness will be considered by a health care professional.

For level one appeals, CIGNA will respond in writing with a decision within 15 calendar days after receiving an appeal for a pre-service or concurrent coverage determination, and within 30 calendar days after receiving an appeal for a post-service coverage determination. If more time or information is needed to make the determination, CIGNA will notify you in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

You may request that the appeal process be expedited if:

- the time frames under this process would seriously jeopardize your life, health or ability to regain maximum functionality or in the opinion of your physician would cause you severe pain which cannot be managed without the requested services; or
- Your appeal involves non-authorization of an admission or continuing inpatient hospital stay.

The CIGNA Medical Director, in consultation with the treating physician, will decide if an expedited appeal is necessary. When an appeal is expedited, CIGNA will respond orally with a decision within 72 hours, followed up in writing.

CIGNA level two appeal

If you are dissatisfied with the level one appeal decision, you may request a second review. To initiate a level two appeal, follow the same process required for a level one appeal.

Most requests for a second review will be conducted by the Appeals Committee, which consists of a minimum of three people. Anyone involved in the prior decision may not vote on the Appeals Committee. For appeals involving medical necessity or clinical appropriateness, the committee will consult with at least one physician in the same or similar specialty as the care under consideration, as determined by the CIGNA Medical Director. You may present your situation to the committee in person or by conference call.

For level two appeals CIGNA will acknowledge in writing that your request was received and will schedule a committee review. For pre-service and concurrent care coverage determinations the committee review will be completed within 15 calendar days; for post-service claims, the committee review will be completed within 30 calendar days. If more time or information is needed to make the determination, CIGNA will notify you in writing to request an extension of up to 15 calendar days and to specify any additional information needed by the Appeal Committee to complete the review. You will be notified in writing of the Appeal Committee's decision within five business days after the committee meeting, and within the committee review time frames above if the Appeal Committee does not approve the requested coverage.

You may request that the appeal process be expedited if:

- the time frames under this process would seriously jeopardize your life, health or ability to regain maximum functionality or in the opinion of your physician would cause you severe pain which cannot be managed without the requested services; or
- your appeal involves non-authorization of an admission or continuing inpatient hospital stay.

The CIGNA Medical Director, in consultation with the treating physician, will decide if an expedited appeal is necessary. When an appeal is expedited, CIGNA will respond orally with a decision within 72 hours, followed up in writing.

If you are an employee of Salomon Smith Barney Holdings, Inc., and its subsidiaries, please see **Special appeal process for SSB**.

CIGNA independent review procedure

If you are not fully satisfied with the decision of CIGNA's level two appeal review regarding your medical necessity or clinical appropriateness issue, you may request that your appeal be referred to an independent review organization. The independent review organization is composed of persons who are not employed by CIGNA HealthCare or any of its affiliates. A decision to use the voluntary level of appeal will not affect the claimant's rights to any other benefits under the plan.

Generally, there is no charge for you to initiate this independent review process. However, you must provide written authorization permitting CIGNA to release the information to the independent reviewer selected.

CIGNA will abide by the decision of the independent review organization.

For more information about CIGNA's independent review procedure, contact CIGNA. You may also contact your state's Department of Insurance for assistance.

You have the right to bring a civil action under Section 502(a) of ERISA if you are not satisfied with the outcome of the CIGNA appeals procedure. You may not initiate a legal action against CIGNA until you have completed the level one and level two appeals processes.

Claims and appeals for the prescription drug program

As of July 1, 2002, the amount of time Medco will take to make a decision on a claim will depend on the type of claim.

Type of claim	For claims filed on or after July 1, 2002
Post-service claims (for claims filed after the service has been received)	Decision within 30 days; one 15-day extension (notice of the need for an extension must be given before the end of the 30-day period) Notice that more information is needed must be given within 30 days You have 45 days to submit any additional information needed to process the claim*
Pre-service claims (for services requiring precertification of services)	Decision within 15 days; one 15-day extension (notice of the need for an extension must be given before the end of the 15-day period) Notice that more information is needed must be given within five days You have 45 days to submit any additional information needed to process the claim*
Urgent care claims (for services requiring precertification of services where delay could jeopardize life or health)	Decision made within 72 hours Notice that more information is needed must be given within 24 hours You have 48 hours to submit any additional information needed to process the claim; you will be notified of the decision within 48 hours of receipt of the additional information
Concurrent care claims (for ongoing treatment)	Decision made within 24 hours for urgent care treatment Decision made sufficiently in advance for all other claims

* Time period allowed to make a decision is suspended pending receipt of additional information.

Claim forms may be obtained at your place of employment. These forms tell you how and when to file a claim.

If your claim is denied, in whole or in part, you will receive a written explanation detailing:

- The specific reasons for the denial;
- The specific references in the plan documentation on which the denial is based;
- A description of additional material or information you must provide to complete your claim and the reasons why that information is necessary;
- The steps to be taken to submit your claim for review;
- The procedure for further review of your claim; and
- A statement explaining your right to bring a civil action under section 502(a) of ERISA after exhaustion of the plan's appeals procedure.

Medco level one appeal

If you disagree with a claim determination after following the above steps, you can contact the Claims Administrator in writing to formally request an appeal. Your first appeal request must be submitted to the Claims Administrator within 180 days after you receive the claim denial.

During the 180-day period, you may review any pertinent documents and information relevant to your claim, if you make a request in writing. This material includes all information that was relied on in making the benefit determination; that was submitted to, considered, or generated by the Claims Administrator in considering the claim; and that demonstrates the Claims Administrator's processes for ensuring proper, consistent decisions.

During the review, you will be given an opportunity to request a hearing and present your case in person or by an authorized representative at a hearing scheduled by the Claims Administrator. If the decision on review is not received within such time, the claim shall be deemed denied on review.

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field who was not involved in the prior determination. The Claims Administrator may consult with, or seek the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent medical claim information. Upon request and free of charge you have the right to reasonable access to and copies of, all documents, records, and other information relevant to your claim for benefits.

You will be provided written or electronic notification of decision on your appeal as follows:

- For appeals of pre-service claims, the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 15 days from receipt of a request for appeal of a denied claim. The second level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 15 days from receipt of a request for review of the first level appeal decision.
- For appeals of post-service claims, the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 30 days from receipt of a request for appeal of a denied claim. The second level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 30 days from receipt of a request for review of the first level appeal decision.

Medco level two appeal

If you are not satisfied with the first level appeal decision of the Claims Administrator, you have the right to request a second level appeal from the Claims Administrator as the Plan Administrator. Your second level appeal request must be submitted to the Claims Administrator within 60 days from receipt of first level appeal decision.

For pre-service and post-service claim appeals, Citigroup has delegated to the Claims Administrator the exclusive right to interpret and administer the provisions of the plan. The Claims Administrator's decisions are conclusive and binding. Please note that the Claims Administrator's decision is based only on whether or not benefits are available under the plan for the proposed treatment or procedure. The determination as to whether the pending health service is necessary or appropriate is between you and your physician.

If you are an employee of Salomon Smith Barney Holdings, Inc., and its subsidiaries, please see **Special appeal process for SSB**.

Medco urgent claim appeals

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health or the ability to regain maximum function or cause severe pain. In these urgent situations the appeal does not need to be submitted in writing. You or your physician should call the Claims Administrator as soon as possible. The Claims Administrator will provide you with a written or electronic determination within 72 hours following receipt of your request for review of the determination taking into account the seriousness of your condition.

For urgent claim appeals, we have delegated to the Claims Administrator the exclusive right to interpret and administer the provisions of the plan. The Claims Administrator's decisions are conclusive and binding.

Claims and appeals for MetLife PDP

As of July 1, 2002, the amount of time MetLife will take to make a decision on a claim will depend on the type of claim.

Type of claim	For claims filed on or after July 1, 2002
Post-service claims (for claims filed after the service has been received)	Decision within 30 days; one 15-day extension (notice of the need for an extension must be given before the end of the 30-day period) Notice that more information is needed must be given within 30 days You have 45 days to submit any additional information needed to process the claim*
Pre-service claims (for services requiring precertification of services)	Decision within 15 days; one 15-day extension (notice of the need for an extension must be given before the end of the 15-day period) Notice that more information is needed must be given within five days You have 45 days to submit any additional information needed to process the claim*
Urgent care claims (for services requiring precertification of services where delay could jeopardize life or health)	Decision made within 72 hours Notice that more information is needed must be given within 24 hours You have 48 hours to submit any additional information needed to process the claim; you will be notified of the decision within 48 hours of receipt of the additional information
Concurrent care claims (for ongoing treatment)	Decision made within 24 hours for urgent care treatment Decision made sufficiently in advance for all other claims

* Time period allowed to make a decision is suspended pending receipt of additional information.

If a claim for benefits is denied in whole or in part, the claimant will be notified in writing by an Explanation of Benefits Statement or a denial letter from MetLife within 60 days of the denial. You have the right to request a reconsideration of the denied claim by calling or writing MetLife. Any additional information that you feel would support the claim should be provided to MetLife.

If after the review it is determined that the initial denial can be reversed and claim paid, normal processing steps are followed. If after the review it is determined that the original denial stands, a denial letter is written.

Responses to an appeal are conducted by an individual of higher authority than the person who originally denied the claim. The response includes:

- Explanation of why the charges are denied in plain language
- Reference to the plan (booklet) wording which justifies the denial

The appeal request must be submitted in writing to MetLife within 60 days of receipt of the denial letter. As part of this review, you or your legal representative has the right to review all pertinent documents and submit issues and comments in writing to a committee selected by MetLife. The committee consists of senior representatives of MetLife Dental Claims Management and, a Dental Consultant. The plans provide that the committee has the authority and discretion to interpret the plans' provisions and to determine eligibility under the plans to receive benefits. The determination of the committee will be made in a fair and consistent manner in accordance with its interpretation of the plan's terms.

The committee will issue a decision on the case no later than the third meeting of the committee after receipt of the appeal request. The committee usually meets monthly. This decision is sent to the claimant in writing and includes the specific reasons and references to the plan provision on which the decision is based.

If you are an employee of Salomon Smith Barney Holdings, Inc., and its subsidiaries, please see **Special appeal process for SSB**.

Claims and appeals for the CIGNA Dental Care DHMO

To initiate an appeal, you must submit a request in writing to the CIGNA Dental Plan within one year from the date of the initial CIGNA Dental decision or occurrence. You should state the reason why you believe your request should be approved and include any information supporting your request. If you are unable or choose not to write, you can ask Member Services to register your request when you call.

Your level one appeal will be considered and the resolution made by someone not involved in the initial decision or occurrence. Issues involving dental necessity or clinical appropriateness will be considered by a dental professional.

CIGNA Dental will respond with a decision within 30 calendar days after your request is received. If the review cannot be completed within 30 days, CIGNA Dental will notify you on or before the 30th day of the reason for the delay. The review will be completed within 15 calendar days after that.

- For New Jersey residents, CIGNA Dental will respond in writing within 15 working days;
- For Colorado residents, CIGNA Dental will respond within 20 working days; and
- For Nebraska residents, CIGNA Dental will respond within 15 working days if your complaint involves an adverse determination.

If you are not satisfied with the decision, you may request a second-level review. To initiate a level two appeal, you must submit your request in writing to CIGNA Dental within 60 days after receipt of CIGNA Dental's level one decision.

CIGNA Dental level two appeal

Second-level reviews will be conducted by CIGNA Dental's Appeals Committee, which consists of a minimum of three people. Anyone involved in the prior decision may not vote on the appeals committee. For appeals involving dental necessity or clinical appropriateness, the committee will include at least one dentist. If specialty care is in dispute, the committee will consult with a dentist in the same or similar specialty as the care under consideration, as determined by CIGNA Dental.

CIGNA Dental will acknowledge your appeal in writing within five business days and schedule a committee review. The acknowledgment will include the name, address, and telephone number of the appeals coordinator. Additional information may be requested at that time. The review will be held within 30 calendar days. If the review cannot be completed within 30 calendar days, you will be notified in writing on or before the 15th calendar day, and the review will be completed no later than 45 days after receipt of your request.

You may present your situation to the committee in person or by conference call. Please advise CIGNA Dental five days in advance if you or your representative plans to be present. You will be notified in writing of the committee's decision within five business days after the committee meeting. The resolution will include the specific contractual or clinical reasons for the resolution, as applicable.

CIGNA Dental expedited appeal

You may request that the complaint or appeal resolution be expedited if the time frames under the above process would seriously jeopardize your life or health or would jeopardize your ability to regain the dental functionality that existed prior to the onset of your current condition. A dental professional, in consultation with the treating dentist, will decide if an expedited review is necessary. When a review is expedited, the plan will respond orally with a decision within 72 hours, followed up in writing within two business days of the decision.

- For Maryland residents, CIGNA Dental will respond within 24 hours; and
- For Texas residents, CIGNA Dental will respond within one business day.

CIGNA Dental independent review

If your appeal concerns a dental necessity issue and the appeals committee denies coverage, you may request that your appeal be referred to an independent review organization. To request a referral to an independent review organization, the reason for the denial must be based on a dental necessity determination by CIGNA Dental. Administrative, eligibility, or benefit coverage limits are not eligible for additional review under this process.

There is no charge to initiate this independent review process; however, you must provide written authorization permitting CIGNA Dental to release the information to the independent reviewer selected. The independent review organization is composed of persons who are not employed by CIGNA Dental or any of its affiliates. CIGNA Dental will abide by the decision of the independent review organization.

To request a referral to an independent review organization, you must notify the appeals coordinator within 60 days of your receipt of the appeals committee's level two appeal review denial. CIGNA Dental will then forward the file to the independent review organization within 30 days.

The independent review organization will render an opinion within 30 days. When requested and when a delay would be detrimental to your dental condition, as determined by the plan's dental director, the review shall be completed within three to five days.

The independent review program is a voluntary program arranged by the plan and is not available in all areas.

Appeals to the state

You have the right to contact your state's Department of Insurance or Department of Health for assistance at any time.

CIGNA Dental will not cancel or refuse to renew coverage because you or your dependent has filed a complaint or appealed a decision made by CIGNA Dental. You have the right to file suit in a court of law for any claim involving the professional treatment performed by a dentist.

Claims and appeals for the vision care plan

As of July 1, 2002, the amount of time Davis Vision will take to make a decision on a claim will depend on the type of claim.

Type of claim	For claims filed on or after July 1, 2002
Post-service claims (for claims filed after the service has been received)	Decision within 30 days; one 15-day extension (notice of the need for an extension must be given before the end of the 30-day period) Notice that more information is needed must be given within 30 days You have 45 days to submit any additional information needed to process the claim*
Pre-service claims (for services requiring precertification of services)	Decision within 15 days; one 15-day extension (notice of the need for an extension must be given before the end of the 15-day period) Notice that more information is needed must be given within five days You have 45 days to submit any additional information needed to process the claim*
Urgent care claims (for services requiring precertification of services where delay could jeopardize life or health)	Decision made within 72 hours Notice that more information is needed must be given within 24 hours You have 48 hours to submit any additional information needed to process the claim; you will be notified of the decision within 48 hours of receipt of the additional information
Concurrent care claims (for ongoing treatment)	Decision made within 24 hours for urgent care treatment Decision made sufficiently in advance for all other claims

* Time period allowed to make a decision is suspended pending receipt of additional information.

You have the right to voice a grievance or complaint against Davis Vision at any time. Davis Vision will not retaliate or take any discriminatory action against you because you have filed a grievance, complaint or appeal. A grievance is a complaint that may or may not require specific corrective action and is made:

- Via the telephone;
- In writing to Davis Vision; or
- Via the Davis Vision Web site.

Claims include but are not limited to the following:

- Benefit denials;
- An adverse determination as to whether a service is covered pursuant to the terms of the contract;
- Difficulty accessing or utilizing a benefit, and issues regarding the quality of vision care services;
- Challenges with provided vision care services or products received; and
- Dissatisfaction with the resolution of a grievance, "adverse determination."

You may file a grievance by

- contacting Davis Vision's toll free hot line 24 hours a day at 1-800-584-1487;
- sending a letter via U.S. mail or overnight delivery; or
- logging on to the Web site: www.davisvision.com.

Written grievances should be sent to:

Davis Vision
159 Express Street
Plainview, NY 11803
Attention: Quality Assurance/Patient Advocate Department

A written grievance will be acknowledged within five business days.

Davis Vision level one appeal

You will be contacted by a Davis Vision associate within five business days of receipt of a concern or grievance to confirm that the concern was received and is being investigated. A designated Davis Vision associate will review the appeal with you and may request additional information. You will be provided with the Associate's name, phone number, department and the estimated time needed to perform the research (for pre-service appeals, 15 days; for post-service appeals, 30 days) and when you can expect a determination. You will also be informed of your right to have a representative, including your provider, present during the review of the concern and final outcome of the investigation. You also will be informed of your right to appeal to an external review organization at any time during the grievance procedure or as required by state statute.

When grievances pertain to clinical decisions, the review committee will include a licensed (peer) health care professional. All decisions are reviewed and approved by the Vice President of Professional Affairs, a licensed optometrist.

The investigation may involve contacting the provider or the point-of-service location to determine the root cause of the concern. When warranted the Regional Quality Assurance Representative (RQAR) or Professional Field Consultant (PFC) will be contacted and a site visit may be scheduled. When further information is required, Davis Vision will contact you and inform you of the status of the investigation and/or the need for more information.

At the conclusion of the investigation, the determination will be communicated within 15 days for pre-service claims and 30 days for post-service claims, or as required by state statute, (or an additional 10 days may be requested in order to complete further research). The appeal determination will include the following:

- Outcome of the investigation and a summary of the material facts related to the issue;
- Criteria that were utilized and a summary of the evidence, including the documentation supporting the decision;
- Statement indicating that the decision will be final and binding unless you appeal in writing to the Quality Assurance/Patient Advocate Department within 15 business days of the date of the notice of the decision;
- Copy of the appeals process, if applicable; and
- Name, position, phone number and department of the person(s) who was responsible for the outcome.

The decision of the Quality Assurance/Patient Advocate Department is final and binding unless you appeal to Davis Vision within 15 business days of the date of notice of the decision.

Davis Vision level two appeal

Should Davis Vision uphold a denial, as the result of a level one review, you have the right to request a level two appeal.

A level two appeal will not include any associate(s) or licensed (peer) health care professional(s) that were involved in the level one review.

A level two appeal requires you to contact Davis Vision in writing or by telephone within 15 days following your receipt of the level one summary statement.

If you are requesting a level two appeal, you must indicate the reason you believe the denial of coverage/benefit was incorrect. Davis Vision reserves the right to solicit further information from you and/or the provider.

Davis Vision has 35 days, or as required by state statute, from the date the requested information is received, to respond to the level two review. The Vice President of Professional Affairs will review all clinical appeals. A Davis Vision associate(s) and a Regional Quality Assurance Representative(s) (RQAR), a licensed optometrist, not involved in the initial determination will review the level one decision. If the level two appeal upholds the level one determination you will be notified in writing within 35 days. Notification will include, but may not be limited to:

- The outcome of the investigation and a summary stating the nature of the concern and the material facts related to the issue;
- Criteria that were utilized and a summary of the evidence, including documentation that was used to support the decision;
- A statement indicating that the decision will be final and binding unless you appeal in writing or by telephone to the Quality Assurance/Patient Advocacy Department within 45 days of the date of the notice of the level two decision;
- A copy of the appeals process, if applicable; and
- The name, position, phone number and department of person(s) who was responsible for the outcome.

External review

Davis Vision gives you, as required by state statute, an opportunity to request an impartial review of concerns that resulted in coverage denials. If you have utilized and exhausted the internal appeals process, you may appeal the final decision if the denial for services exceeds \$250 and was not deemed medically necessary or the requested service was deemed investigational or experimental.

An external review organization will refer the case for review by a neutral, independent practitioner experienced in vision care. Davis Vision will provide all requested documentation to the external review organization. The external review organization will have up to 30 days, or as required by state statute, to make a determination.

Davis Vision, a national provider of vision care benefits, recognizes that each state has implemented an external review process that is unique to their residents. Individual states have mandated the use of their own external review process for appeals based on medical necessity. You can call the Member Service Department at 1-800-999-5431 for information unique to your state of residence. You also have the right to contact your state insurance or health department for further information.

You have the right to an external review of a denial of coverage. You have the right to an external review of a final adverse decision under the following circumstances:

- You have been denied a vision care service, which should have been covered under the terms of the vision care plan;
- Services were denied on appeal on the basis that requested services were not medically necessary;
- A treatment or service that will have a significant positive impact on you has been denied and any alternative service or treatment will not affect your ocular health and/or will produce a negative outcome;
- The services denied are related to a current illness or injury;
- The cost of the requested services will not exceed that of any equally effective treatment;
- The denied service, procedure, or treatment is a covered benefit under the vision care plan; or
- You have exhausted all internal appeal processes with an adverse determination upheld at each level.

The vision care provider may contact the appropriate state agency to determine if other documentation may be required for the appeal process.

The external review representative must make a decision within 30 days of receipt of documentation, or as required by state statute, and notifies you within two business days of a determination. Notification must be in writing and include an explanation and the clinical criteria utilized in the decision.

Special appeal process for SSB

Employees of Salomon Smith Barney Holdings, Inc. and its subsidiaries should file a level two appeal with the SSB Benefits committee by sending a written appeal to:

Salomon Smith Barney Benefits Committee
Employee Benefits Department
388 Greenwich Street, 6th Floor
New York, NY 10013

ERISA information

As a participant in Citigroup benefit plans, you have rights under the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

You may examine all plan documents (including group insurance policies where applicable) and copies of all documents filed with the U.S. Department of Labor (and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration) such as annual reports (Form 5500 Series) and plan descriptions. You can review these documents at no cost to you at the location of the plan sponsor.

You may obtain copies of all plan documents and other plan information upon written request to the Plans Administration Committee. The Plans Administration Committee may charge a reasonable fee for copying the documents.

You may receive a copy of the plan's annual financial reports upon written request to the Plans Administration Committee.

You may continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and all other documents governing the plan on the rules governing your continuation coverage rights.

You can reduce or eliminate an exclusionary period of coverage for preexisting conditions under your group health plan (if one exists), if you have creditable coverage from another plan. You should be provided a Certificate of Creditable Coverage, free of charge, from your group health plan or health insurance issuer:

- When you lose coverage under the plan;
- When your continuation coverage ceases, if you request it before losing coverage; or
- If you request it up to 24 months after losing coverage.

Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

In addition to creating rights for plan participants, ERISA imposes obligations on plan fiduciaries, the people responsible for the operation of an employee benefit plan. Under ERISA, fiduciaries must act prudently and solely in the interest of plan participants and their beneficiaries. No one, including your employer or any other person, may fire you or discriminate in any way against you to prevent you from obtaining a pension benefit or for exercising your rights under ERISA.

If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. For more information see the **Claims and appeals** section.

Under ERISA, there are steps you can take to enforce the rights described above. For example, if you request materials from the plan 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 Plans Administration Committee to provide the materials and pay you up to \$110 a day until you receive them, unless the materials were not sent for reasons beyond the Plans Administration Committee's control.

If your claim for benefits is denied or ignored, in full 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 qualified medical child support order, you may file suit in federal court. If you believe the plan fiduciaries are misusing their authority under the plan or if you believe you are being discriminated against for asserting your rights, you may request assistance from the U.S. Department of Labor or file a suit in federal court.

The court will decide who should pay court costs and legal fees. If your suit is successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees. One instance in which you may be required to pay court costs and legal fees is if the court found your suit to be frivolous.

Answers to your questions

If you have questions about the plan, contact the Plans Administration Committee. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plans Administration Committee, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington DC 20210. The Pension and Welfare Benefits Administration's New York City branch is located at 1633 Broadway, Room 226, New York, NY 10019. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications' hotline of the Pension and Welfare Benefits Administration or by accessing the Web site at www.dol.gov/pwba.

Administrative information

This section contains general information about the administration of the Citigroup plans, the plan documents, sponsors, and Claims Administrators. In addition, a statement about the future of the plans and Citigroup's right to amend, modify, suspend, or terminate is outlined in this section.

Future of the plans

The plans are subject to various legal requirements. If changes are required for continued compliance, you will be notified.

Citigroup has the right to amend, modify, suspend, or terminate any plan, in whole or in part, at any time without prior notice. Citigroup may make any such amendment, modification, suspension, or termination of the plans.

In the event of the dissolution, merger, consolidation or reorganization of Citigroup, the plan will terminate unless the plan is continued by a successor to Citigroup.

If a benefit is terminated and surplus assets remain after all liabilities have been paid, such surplus shall revert to Citigroup to the extent permitted under applicable law, unless otherwise stated in the applicable plan document.

No right to employment

Nothing in this SPD represents or is considered an employment contract, and neither the existence of the plan nor any statements made by or on behalf of Citigroup shall be construed to create any promise or contractual right to employment or to the benefits of employment. Citigroup or you may terminate the employment relationship without notice at any time and for any reason.

Plan administration

Citigroup is the plan sponsor.

The Plan Administrator is responsible for the general administration of the plan, and will be the fiduciary to the extent not otherwise specified in this document or in an insurance contract. The Plan Administrator and the Claims Administrator have the discretionary authority to construe and interpret the provisions of the plans and make factual determinations regarding all aspects of the plans and their benefits, including the power and discretion to determine the rights or eligibility of employees and any other persons, and the amounts of their benefits under the plan, and to remedy ambiguities, inconsistencies or omissions, and such determinations shall be binding on all parties.

The plan has designated other organizations or persons to act out specific fiduciary responsibilities in administering the plan including, but not limited to, any or all of the following responsibilities:

- To administer and manage the plan, including the processing and payment of claims under the plan and the related recordkeeping, according to the terms of an administrative services or claims administration agreement;
- To prepare, report, file and disclose any forms, documents and other information required to be reported and filed by law with any governmental agency, or to be prepared and disclosed to employees or other persons entitled to benefits under the plan; and
- To act as Claims Administrator and to review claims and claim denials under the plan to the extent an insurer or administrator is not empowered with such responsibility.

The Plan Administrator will administer the plan on a reasonable and nondiscriminatory basis and shall apply uniform rules to all persons similarly situated. Except to the extent superseded by laws of the United States, the laws of New York will be controlling in all matters relating to the plan.

This SPD is intended to provide you with accurate and easy-to-understand information about your Citigroup benefits and summaries of the information you need to use your benefits.

Plan information

Employer Identification Number	52-1568099
Participating Companies	American Health and Life Company, CitiFinancial, Citigroup Corporate Staff, Citigroup Investment Group, Primerica Financial Services, and National Benefit Life Insurance Company, Citibank NA and Participating Companies, CitiStreet Institutional Division, and CitiStreet Total Benefit Outsourcing, Salomon Smith Barney Holdings Inc. and its subsidiaries
Plan Names and Numbers	
<ul style="list-style-type: none"> ▪ Medical plans (self-funded POS, Health Plan 2000, Health Plan 200, Out-of-Area Plan, and HMOs) including prescription drugs 	Citigroup Health Benefit Plan Plan number 508
<ul style="list-style-type: none"> ▪ Dental plans 	Citigroup Dental Benefit Plan Plan number 505
<ul style="list-style-type: none"> ▪ Vision care plan 	Citigroup Vision Benefit Plan
<ul style="list-style-type: none"> ▪ Health Care and Dependent Care Spending accounts 	Citigroup Flexible Benefits Plan Plan number 512
<ul style="list-style-type: none"> ▪ Transportation Reimbursement Incentive Program 	Citigroup Transportation Reimbursement Incentive Program
Plan Sponsor	Citigroup Inc. 1 Court Square, 15 th Floor Long Island City, NY 11120
Claims Administrators	
<p>Each of the Claims Administrators has the discretion and authority to render benefit determinations in a manner consistent with the terms and conditions of their respective health care benefit plan — namely, those provisions of the SPD that apply to the participant and administered by that particular Claims Administrator.</p>	
For POS plans	Aetna Citibank Claims Division P.O. Box 981106 El Paso, TX 79998-1106 1-800-545-5862 CIGNA HealthCare P. O. Box 36125 Charlotte, NC 28236 1-800-794-4953 UnitedHealthcare P. O. Box 740800 Atlanta, GA 30374-0800 1-877-311-7845

For self-insured HMO plans	<p>Aetna P. O. Box 16408 Pittsburgh, PA 15242 1-800-821-3808</p> <p>CIGNA HealthCare P. O. Box 36125 Charlotte, NC 28236 1-800-794-4953</p> <p>UnitedHealthcare P. O. Box 740800 Atlanta, GA 30374-0800 1-877-311-7854</p>
For Health Plan 2000, Health Plan 200, and Out-of-Area Plan	<p>UnitedHealthcare P. O. Box 740800 Atlanta, GA 30374-0800 1-877-311-7854</p>
For Prescription Drug Program	
<ul style="list-style-type: none"> ▪ Retail Pharmacy 	<p>Medco Health Prescription Solutions, Inc. P. O. Box 2187 Lee's Summit, MO 64063-2187</p>
<ul style="list-style-type: none"> ▪ Home Delivery Service Pharmacy 	<p>Medco Home Delivery Pharmacy Service, Inc. P. O. Box 182050 Cincinnati, OH 43218-2050</p>
For Dental Plans	
<ul style="list-style-type: none"> ▪ MetLife 75 with Preferred Dentist Program (PDP) 	<p>Metropolitan Life Insurance Company MetLife Dental Claims Unit P. O. Box 14093 Lexington, KY 40512-4093 1-888-832-2576</p>
<ul style="list-style-type: none"> ▪ CIGNA Dental Care DHMO 	<p>CIGNA Dental/Member Services 300 NW 82nd Avenue Suite 700 Plantation, FL 33324 1-800-367-1037</p>
For Vision Care Plan	<p>Davis Vision 159 Express St. Plainview, NY 11803 516-932-9500 1-800-DAVIS-2-U</p>
For Health Care and Dependent Care Spending Accounts	<p>UnitedHealthcare FSA Service Center P. O. Box 981178 El Paso, TX 79998-1178 1-877-311-7845; prompt 2</p>
For Transportation Reimbursement Incentive Program	<p>ADP Claims Processing Center P.O. Box 1800 Alpharetta, GA 30023-1800 1-800-378-1823 Fax: 678-762-5693</p>

Agent for Service of Legal Process	Citigroup Inc. General Counsel 399 Park Avenue, 3 rd Floor New York, NY 10043
Plan Year	January 1 – December 31
Funding	With the exception of the vision care plan, the CIGNA DHMO, and the many fully insured HMOs, all plans are paid from the general assets of Citigroup, providing benefits for medical expenses. The vision care plan and the CIGNA DHMO are funded through an insurance contract. The cost of all plans is shared by Citigroup and the participant.
Type of Administration	The plans are administered by the Plans Administration Committee. However, final decision on the payment of claims rest with the Claims Administrators, with the exception of Salomon Smith Barney Holdings, Inc. Benefits are paid from the general assets provided by the Plan Sponsor and may be from a trust qualified under section 501(c)(9) of the Internal Revenue Code on behalf of the plans in accordance with the terms of their contracts. The Claims Administrators do not guarantee the benefits under the plan.

Notice required by the Florida Insurance Department: Some of these plans are self-insured group health plans not regulated by the Florida Insurance Department. Payment of claims is completely dependent upon the financial solvency of the employer or other entity sponsoring the plans. No guaranty fund exists to cover claims a bankrupt or otherwise insolvent employer or plan sponsor cannot pay.