

Disability Coverage

The Citigroup Disability Plan (the “Disability Plan”) provides for a Short-Term Disability (STD) and a Long-Term Disability (LTD) benefit to replace a portion or all of your earnings if you are unable to work due to an illness, injury or pregnancy.

This section describes the STD and LTD benefits available. The receipt of STD and LTD benefits is subject to the terms and conditions of the Disability Plan.

For complete details about your coverage under the LTD benefit, see the **LTD insurance certificate**, which is also part of the Disability Plan. If there is any discrepancy between the provisions in this section of the Handbook and the related insurance certificate provided by the insurance company, the provisions of the insurance certificate shall prevail.

If you incurred a disability prior to 2002 or you became a Citi employee in connection with a corporate transaction with benefits provided under another disability plan, your benefit may not be described in this Handbook. Please see the prior plan and/or related summary plan description that was applicable to when you became disabled.

If you do not have access to the Citi intranet or the Internet, you can request a copy of the certificate at no cost to you by speaking with a Citi Benefits Center representative. Call ConnectOne at **1 (800) 881-3938**. See the *For More Information* section for detailed instructions, including TDD and international assistance.

Definition of Years of Service for the Plan (STD and LTD Benefits)

For purposes of the Disability Plan, your years of service are based on your actual time providing services to Citi as an employee. Please refer to the Citi Employee Handbook for more details about how service is calculated.



Disability and Leave Benefits Guide

To learn more about how to report a disability and what happens to your benefits coverage while you are on a leave of absence, see the Disability and Leave Benefits Guide.

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Short-Term Disability (STD)

Having a Baby?

Explore the different programs Citi has to offer. Visit Citi For You (intranet only) or contact Health Advocate at **1 (866) 449-9933**. If you are enrolled in a Citi medical plan, additional benefits may be available. Contact your carrier for more information.

The STD benefit is a core benefit available to all benefits eligible employees. No enrollment is necessary. However, you must report all disabilities to MetLife, Citi's disability Claims Administrator, before you can receive a benefit. To report your disability, call ConnectOne at **1 (800) 881-3938**. See the *For More Information* section for detailed instructions, including TDD and international assistance. You also can call MetLife directly at **1 (888) 830-7380**.

For a description of your responsibilities and those of MetLife when you report a disability, see the Disability and Leave Benefits Guide.

STD pays 100% or 60% of base salary (not benefits eligible pay) during an approved disability of up to 13 weeks based on your years of service. For newly hired and rehired employees (regardless of prior service), there is a 90-day waiting period before disability benefits are payable (as shown in the following schedules of benefits):

STD Schedule of Benefits			
Benefits Eligible Employees (other than CPWM employees who hold the title of Financial Advisor (FA) or its equivalent)			
Years of Service	Weeks at 100% of Base Salary	Weeks at 60% of Base Salary	Total Weeks of Base Salary
<i>Less than 90 days</i>	0	0	0
<i>More than 90 days but less than 1 year</i>	1	12	13
<i>1 year but less than 2 years</i>	4	9	13
<i>2 years but less than 3 years</i>	6	7	13
<i>3 years but less than 4 years</i>	8	5	13
<i>4 years but less than 5 years</i>	10	3	13
<i>5 years or more</i>	13	0	13

STD Schedule of Benefits			
CPWM Employees Who Hold the Title of FA or Its Equivalent			
Years of Service	Minimum Benefit (% of benefits eligible pay)	Plus Additional Benefit	Maximum Benefit (% of benefits eligible pay)
<i>Less than 90 days</i>	0	0	0
<i>More than 90 days but less than 3 years</i>	60%	Incentive compensation from employee accounts for up to 13 weeks	100%
<i>3 years but less than 7 years</i>	70%	Incentive compensation from employee accounts for up to 13 weeks	100%
<i>7 years or more</i>	80%	Incentive compensation from employee accounts for up to 13 weeks	100%

Paid Pregnancy Leave (PPL) Benefits Eligible Employees (other than CPWM employees who hold the title of FA or its equivalent)			
Years of Service	Weeks at 100% of Base Salary	Weeks at 60% of Base Salary	Total Number of Weeks Paid
<i>Less than 90 days</i>	0	0	0
<i>More than 90 days but less than 1 year</i>	1	15	16
<i>1 year or more</i>	16	0	16

Paid Pregnancy Leave CPWM Employees Who Hold the Title of FA or Its Equivalent			
Years of Service	Minimum Benefit (% of benefits eligible pay)	Plus Additional Benefit	Maximum Benefit
<i>Less than 90 days</i>	0	0	0
<i>More than 90 days but less than 1 year</i>	70%	Incentive compensation from employee accounts for up to 16 weeks	100% of benefits eligible pay
<i>1 year or more</i>	80%	Incentive compensation from employee accounts for up to 16 weeks	100% of benefits eligible pay

For CPWM employees who hold the title of FA or its equivalent: Upon return from PPL, the FA Compensation area will review your compensation paid while on leave. If the total incentive compensation generated from your book of business while you were on PPL exceeds the total minimum benefit paid to you, the difference will be paid to you as an additional benefit up to the maximum benefit upon your return to work.

Paid pregnancy leave must be taken consecutively.

For non-salaried employees: The STD benefit will be calculated by your business but will not exceed 100% of your benefits eligible pay for benefits purposes. Ask your HR representative for details.

When STD Benefits Are Payable

STD benefits are payable if you incur a total disability while actively at work. “Actively at work” means that you are regularly scheduled to work in the office or at home. You must be able to perform all the activities of your job. A “total disability” is defined as a serious health condition, pregnancy or injury that results in your inability to perform the essential duties of your regular occupation for more than seven consecutive calendar days. If you remain totally disabled and are unable to work on the eighth calendar day, STD benefits — if approved — will begin on the eighth day of disability and will be paid retroactive to the first day of disability.

To qualify for STD benefits, you must be receiving appropriate care and treatment on a continuing basis from a licensed health care provider. You are not considered to have a disability if your illness, injury or pregnancy prevents you from commuting to and from work only. If you are able to perform the essential duties of your job at home or elsewhere and are unable to commute to work, this limitation does not constitute a disability for benefits purposes. You cannot qualify for an STD benefit if you return to work on a part-time basis (except for statutory benefits required under applicable state law).

If you qualify for STD benefits, return to work and then within a 30-day period are unable to work as a result of the same or a related total disability, your absence will be processed as a recurrent claim. You will be eligible to receive an STD benefit for the balance of your STD period of up to 13 weeks (for a reduced period, to reflect the STD benefits paid during the prior absence) and may qualify for Long-Term Disability (LTD).

If either a recurrent disability or an unrelated disability occurs after you returned to work for more than 30 days following an initial disability, you may be eligible for an additional short-term disability benefit, not to exceed 13 weeks, if approved.

STD benefits are taxable as ordinary income. Citigroup will withhold taxes, as well as deductions for other employee benefits, from STD benefits.

Short-Term disability benefits may be offset by any monies owed to Citi and/or by any state benefits, including Workers' Compensation and Social Security disability benefits. However, the Disability Plan does not subrogate short-term disability payments.

No STD benefit is payable for claims submitted more than six months after the date of disability. However, you can request that benefits be paid for late claims if you can show that:

- > It was not reasonably possible to give written proof of disability during the six-month period; and
- > Proof of disability satisfactory to the Claims Administrator was given as soon as was reasonably possible.

Exclusions

You will not receive STD benefits for any of the following:

- > A disability when your care is not supervised by a qualified physician;
- > Injuries caused by war, international armed conflict, riot or civil disobedience;
- > Intentional self-inflicted injury;
- > A disability that begins during an unapproved leave of absence;
- > A disability that results from an attempted or committed felony, assault, battery or other public offense, or during incarceration; or
- > A disability resulting from cosmetic surgery, which is a surgical procedure that is not necessary to correct a sickness or injury (except for statutory benefits required under applicable state law).

For Employees Who Work in California

If you are eligible for disability benefits, you are covered by the Citigroup California Voluntary Disability Insurance (VDI) Plan (the "VDI Plan"), unless you reject the VDI Plan. The VDI Plan replaces the state plan. For details, ask your HR representative.

If you are covered by the VDI Plan, you are not eligible to file a claim with the state. You must report your disability to MetLife. Call ConnectOne at **1 (800) 881-3938**. See the *For More Information* section for detailed instructions, including TDD and international assistance. You also can call MetLife directly at **1 (888) 830-7380**.

Long-Term Disability (LTD)

LTD benefits are provided through a MetLife group disability policy in the event you suffer a covered disability. You may be eligible to receive LTD benefits if your approved Short-Term Disability (STD) claim was paid for 13 weeks. LTD coverage is offered to replace 60% of your benefits eligible pay (pre-disability earnings) determined on the day before your approved STD. Your “pre-disability earnings” under the MetLife disability insurance certificate constitutes your benefits eligible pay (as defined by the Disability Plan) for purposes of the LTD benefit.

For purposes of calculating your LTD benefit, benefits eligible pay is limited to a maximum of \$500,000. In no event shall the monthly benefit exceed \$25,000 per month.

Disability benefits received from any state disability plan, Social Security and the LTD portion of the Disability Plan, combined, will not exceed 60% of your benefits eligible pay.

Participation

Citi provides Company-paid LTD coverage to employees whose benefits eligible pay is less than or equal to \$50,000.99. If your benefits eligible pay is less than or equal to \$50,000.99, you do not need to enroll for coverage and there is no cost to you.

If, as a new hire, your benefits eligible pay exceeds \$50,000.99, you will be automatically enrolled in LTD coverage with an option to decline coverage.

If your benefits eligible pay increases to \$50,001 or above for benefits purposes for Annual Enrollment in the next plan year, you will be automatically enrolled in LTD coverage so your coverage continues uninterrupted. The cost of LTD coverage will be deducted from your pay beginning January 1 of the next plan year (following Annual Enrollment) unless you decline coverage. Refer to the Your Benefits Resources™ website, available through TotalComp@Citi at www.totalcomponline.com, during Annual Enrollment for the cost.

Option to Decline LTD Coverage

If you do not elect “no coverage” during Annual Enrollment when your benefits eligible pay exceeds \$50,000.99 for the next plan year (or as a new hire with the requisite benefits eligible pay), you will be automatically enrolled in LTD coverage. If you elect to decline LTD coverage within the first 90 days following your enrollment, you will receive a refund of your paid premiums. You can also decline LTD coverage after the initial 90-day period; however, premiums will not be refunded to you.

Note: If you decline LTD coverage and then decide to enroll in LTD coverage at any time, other than when first eligible or as the result of a qualified change in status, you must take a physical exam and/or provide evidence of good health before coverage will be approved.

If Your Benefits Eligible Pay Is:	
\$50,000.99 ¹ or less	Citi provides LTD coverage at no cost to you.
From \$50,001 to \$500,000	You will pay for coverage with after-tax dollars. The LTD benefit under the Citi plan is tax-free, meaning you do not pay taxes on the benefit you receive from MetLife.

¹ If your benefits eligible pay increases to above \$50,000.99 for benefits purposes for the following plan year, you will be automatically enrolled in LTD coverage, during Annual Enrollment, for the following year (new hire enrollment commences with employment). Effective January 1 of the following year, contributions will be deducted from your pay (new hire deductions occur upon employment). If you do not want LTD coverage, you must select “no coverage” during Annual Enrollment. However, if you do not opt out of LTD coverage during Annual Enrollment, you will have 90 days to opt out. If you opt out within this 90-day period, these contributions will be refunded to you. You can also opt out after the 90-day period; however, premiums will not be refunded.

Benefits are paid monthly and continue for as long as your approved disability continues, up to age 65 (or longer, depending on your age when your disability begins). See the following schedule:

LTD Benefits	
Age When Total Disability Begins (when STD becomes effective)	Date Monthly LTD Benefits Will Stop
<i>Under 60</i>	Upon attaining age 65
<i>60</i>	The date the 60 th monthly benefit is payable
<i>61</i>	The date the 48 th monthly benefit is payable
<i>62</i>	The date the 42 nd monthly benefit is payable
<i>63</i>	The date the 36 th monthly benefit is payable
<i>64</i>	The date the 30 th monthly benefit is payable
<i>65</i>	The date the 24 th monthly benefit is payable
<i>66</i>	The date the 21 st monthly benefit is payable
<i>67</i>	The date the 18 th monthly benefit is payable
<i>68</i>	The date the 15 th monthly benefit is payable
<i>69 or over</i>	The date the 12 th monthly benefit is payable

You will be billed for your health and insurance benefits to the extent you are enrolled. The cost of benefits is not deducted from your LTD benefit. For more details about your benefits and eligibility while on a continued LTD leave, see the *Eligibility and Participation* section.

Unless you have other disability coverage, you should consider enrolling in LTD since LTD coverage protects you in the event your ability to work is impaired by an accident or illness.

Pre-existing Condition

The Disability Plan will not cover any disability caused by or contributed to, or resulting from, a pre-existing condition until you have been enrolled in the Disability Plan for 12 consecutive months.

A pre-existing condition is an injury, sickness or pregnancy for which, in the three months before the effective date of coverage, you received medical treatment, consultation, care or services; took prescription medications or had medications prescribed; or had symptoms that would cause a reasonably prudent person to seek diagnosis, care or treatment.

Converting Your Coverage

If you have been enrolled in the Disability Plan for at least one year and leave Citi (other than to retire), you can convert your Citi LTD coverage under the group policy to an individual policy within 31 days after your employment ends.

The maximum benefit of this individual policy is \$3,000 per month. To obtain conversion information, call the Citi Benefits Center through ConnectOne at **1 (800) 881-3938**. See the *For More Information* section for detailed instructions, including TDD and international assistance.

When LTD Benefits Are Payable

If you are enrolled in LTD coverage (pursuant to the terms of the Disability Plan on your date of hire) and have received 13 weeks of STD benefit payments, you may be eligible for an LTD benefit.

For purposes of initially qualifying for an LTD benefit, a disability means that due to sickness, pregnancy or accidental injury you are receiving appropriate care and treatment from an attending physician on a continuing basis and are unable to perform your own occupation for any employer in your local economy. Refer to the insurance certificate at Citi Benefits Online for additional details.

If you have consecutive, concurrent or continuous disabilities, related or unrelated, which continue for a period of more than 13 weeks and, if eligible and approved, you will receive an LTD benefit from MetLife. If you are approved for Social Security Disability Insurance (SSDI) for yourself and/or your dependents, your monthly LTD benefit will be offset by SSDI, dependent SSDI and any state disability benefits you may receive. The state and Social Security benefits may be subject to tax.

Your LTD benefit will not be offset for any SSDI cost-of-living adjustments. If you are approved for SSDI retroactively and receive a lump-sum SSDI award, you are required to submit any overpayment of benefits to MetLife. Any other income you receive while you are receiving LTD benefits may be used to offset your LTD benefit as described in the LTD insurance certificate at Citi Benefits Online. This is not applicable to Individual Disability Insurance Plans (IDIs).

While on an LTD leave, MetLife will send you instructions on how to apply for SSDI benefits, tax information and relevant forms, and may request ongoing medical and financial information be provided to certify your continued disability under the plan.

Claims and Appeals

You should file a short-term disability claim as soon as you know you will be out of work for more than seven consecutive calendar days due to a non-work-related illness. If you are unable to file the claim yourself, someone may file the claim on your behalf.

To file a claim, call MetLife, the Claims Administrator for STD benefits, at **1 (888) 830-7380**; for text telephone service, call **1 (877) 503-0327**. You can also call ConnectOne at **1 (800) 881-3938** and follow the prompts to report a disability. See the *For More Information* section for detailed instructions, including TDD and international assistance.

You should expect to provide the Claims Administrator with the following information when you call:

- > Name, address, telephone number and GEID;
- > Manager's/supervisor's name, telephone number, email address and mailing address;
- > Your health care provider's name, address and telephone number; and
- > Information about your illness. **Note:** You should not give specifics, such as a medical diagnosis, for non-work-related injuries or illnesses to your manager/supervisor.

After you report a claim, the Claims Administrator will contact you if any additional information is necessary for MetLife to evaluate your claim. Once the Claims Administrator has collected and reviewed all the relevant data, the Claims Administrator will approve or deny your claim. Benefits are approved for a fixed period of time, as determined by the Claims Administrator. The initial approval period is an estimate of how long it would take a regular person to recover from your disabling condition and may be adjusted based on medical information or other extenuating circumstances.

The case manager assigned to the claim will notify both you and your manager of the Claims Administrator's decision regarding your claim. The Claims Administrator will specify a date that you are expected to return to work from an approved claim. If you are unable to return to work on the specified date, contact the Claims Administrator immediately.

MetLife, as the fiduciary, is responsible for adjudicating claims for benefits under the Disability Plan and for deciding any appeals of denied claims. The Claims Administrator shall have the authority, in its discretion, to interpret the terms of the Disability Plan, to decide questions of eligibility for coverage or benefits under the Disability Plan, and to make any related findings of fact. All decisions made by the Claims Administrator shall be final and binding on participants and beneficiaries to the fullest extent permitted by law.

Except as otherwise prescribed by the rules of the Plan Administrator or Claims Administrator, the procedures will be as follows.

The Claims Administrator has 45 days from the date it receives your claim for disability benefits to determine whether benefits are payable in accordance with the terms and provisions of the Disability Plan. The Claims Administrator may require more time to review your claim, if necessary, due to circumstances beyond its control. If this should happen, the Claims Administrator must notify you in writing that its review period has been extended for up to two additional periods of 30 days, as warranted. If this extension is made because you must furnish additional information, these extension periods will begin when the additional information is received. You will have up to 45 days to furnish the requested information.

During the review period, the Claims Administrator may require you to have a medical exam at its own expense or provide additional information regarding the claim. If a medical exam is required, the Claims Administrator will notify you of the date and time of the exam and the physician's name and location. You should keep the appointment, since rescheduling an exam will delay the claim process. If additional information is required, the Claims Administrator must notify you in writing, specifying the information needed and explaining why it is needed.

If your claim is approved, you will receive the STD benefit from Citi; the Long-Term Disability (LTD) benefit will be paid by the Claims Administrator.

If your claim is denied, in whole or in part, you will receive a written notice from the Claims Administrator within the review period. The Claims Administrator's written notice must include the following information:

- > The specific reason(s) the claim was denied;
- > Specific reference to the Disability Plan provision(s) on which the denial was based;
- > Any additional information required for your claim to be reconsidered and the reason this information is necessary;
- > Identification of any internal rule, guideline or protocol relied on in making the claim decision and an explanation of any medically related exclusion or limitation involved in the decision; and
- > A statement informing you of your right to appeal the decision, including your right to file a claim under Section 502(a) of the Employee Retirement Income Security of 1974, as amended (ERISA), in the event of an Adverse Benefit Determination upon review, and an explanation of the appeal procedure, as outlined below.

Whenever a claim is denied, you have the right to appeal the decision. You (or your duly authorized representative) must make a written request for appeal to the Claims Administrator within 180 days of the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal the denied benefit.

Once your request has been received by the Claims Administrator, a prompt and complete review of your appeal must take place. This review will give no deference to the original claim decision and will not be made by the person who made the original claim decision. During the review, you (or your duly authorized representative) have the right to review any documents that have a bearing on the appeal, including the documents that establish and control the Disability Plan. Any medical or vocational experts consulted by the Claims Administrator will be identified. You may also submit issues and comments that you believe might affect the outcome of the review.

The Claims Administrator has 45 days from the date it receives your request to review your appeal and to notify you of its decision. Under special circumstances, the Claims Administrator may require more time to review your appeal. If this should happen, the Claims Administrator must notify you in writing that its review period has been extended for an additional 45 days. Once its review is complete, the Claims Administrator must notify you in writing of the results of the review. If your appeal is denied, the Claims Administrator's notice must include the following:

- > The specific reason(s) the appeal was denied;
- > Specific reference to the Disability Plan provision(s) on which the denial was based;
- > A statement that you are entitled to receive, upon request and free of charge, reasonable access and copies of all documents, records and other information relevant to your appeal for benefits; and
- > Identification of any internal rule, guideline or protocol relied on in making the appeal decision and an explanation of any medically related exclusion or limitation involved in the decision.

In the event that your appeal is denied, you have the right to bring a legal action under Section 502(a) of ERISA, provided that you file any lawsuit or similar enforcement proceeding, commenced in any forum, relating to the Disability Plan within 12 consecutive months after the date of receiving a final determination on review of your appeal, or if earlier, within two years from the date on which you were aware, or should have been aware, of the claim at issue in the suit. The two-year limitation shall be increased by any time a claim or appeal on the issue is under consideration by the appropriate fiduciary. If any different period to commence suit is specified in an insurance contract forming part of the Disability Plan or any shorter period is specified in the rules of the Claims Administrator, that period will apply to proceedings against the insurer or with regard to the ruling of that Claims Administrator, respectively.

You and the Disability Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your state insurance regulatory agency, as applicable. Generally, the determination reached by the Disability Plan is final.

