

# Insurance Benefits

Citi provides the opportunity for you to purchase insurance at group rates for your safety and security and that of your dependents:

- Group Universal Life (GUL)/Accidental Death and Dismemberment (AD&D) insurance for you and your spouse/civil union partner/domestic partner;
- Term life insurance for your children; and
- Long-Term Care insurance.

In addition, certain employees are eligible to receive Basic Life/AD&D insurance at no cost to them.

All regular full-time and part-time employees are also covered under the Business Travel Accident/Medical Plan, which pays benefits in the event of death, dismemberment, paralysis, and loss of speech and/or hearing while traveling on an approved trip made on behalf of the Company. In addition, the Business Travel Medical program provides non-routine and emergency medical coverage while traveling on business for Citi.

Insurance benefits are fully-insured. Benefits are provided under the contracts entered into between the Plan Sponsor and the insurers. The insurers, not the Committee or the Plan Sponsor, administer benefit claims and appeals procedures and are responsible for paying claims.

Life/AD&D insurance for your children.....	192
<b>Details about AD&amp;D insurance.....</b>	<b>192</b>
Schedule of covered losses.....	192
Age reduction schedule.....	192
Additional Basic AD&D benefits.....	192
Additional Supplemental AD&D benefits.....	193
Exclusions.....	194
<b>Business Travel Accident/Medical insurance.....</b>	<b>195</b>
Converting to an individual policy.....	195
<b>Filing a claim for Basic Life, GUL, and BTA/Medical insurance.....</b>	<b>195</b>
<b>Long-Term Care (LTC) insurance .....</b>	<b>196</b>
Enrolling in LTC coverage.....	196
When LTC benefits are payable .....	196
Benefits and services covered.....	197
Choosing a level of coverage .....	197
Choosing a non-forfeiture LTC benefit or a contingent non-forfeiture LTC benefit.....	198
Choosing inflation protection: ABI or future purchase option .....	198
Additional features .....	199
Coordination of benefits and exclusions.....	200
Tax implications .....	200
For more information.....	200

## Contents

<b>Basic Life/AD&amp;D insurance.....</b>	<b>188</b>
If your total compensation is increased to \$200,000 or above .....	188
Basic Life accelerated benefits option .....	188
Naming a beneficiary .....	188
Converting to an individual policy.....	189
<b>GUL/Supplemental AD&amp;D insurance .....</b>	<b>189</b>
GUL accelerated benefits option.....	190
Cash Accumulation Fund .....	190
Assignment .....	191
Naming a beneficiary .....	191
Coverage for your spouse/civil union partner/domestic partner .....	191

### Basic Life/AD&D insurance

Citi provides Basic Life insurance (through MetLife) and Accidental Death and Dismemberment (AD&D) insurance (through Cigna) at no cost to you if your total compensation is less than \$200,000. AD&D pays a benefit if you are dismembered or die as a result of an accidental injury. If your annual total compensation is equal to or above \$200,000, you are *not* eligible for company-paid Basic Life/AD&D insurance.

The benefit is equal to your total compensation, rounded up to the nearest \$1,000, to a maximum of \$200,000. Total compensation is recalculated each year (June 30), and the new coverage amount is effective the following January 1.

Since Citi pays the full cost of Basic Life insurance, you must pay taxes on the value of the coverage above \$50,000 as required by the IRS. This amount, called “imputed income,” is shown on your pay statement and Form W-2 Wage and Tax Statement for the year in which coverage was effective. Imputed income is not a deduction but an amount added to your taxable pay based on the amount of Basic Life insurance coverage above \$50,000.

If your total compensation is more than \$50,000, you may elect to limit your Basic Life insurance to \$50,000. You will not be subject to the imputed income, but you will also forego the additional benefit. You will not have the opportunity to enroll in Basic Life equal to your total compensation or to reduce coverage until the next annual enrollment period.

### If your total compensation is increased to \$200,000 or above

Once your total compensation is equal to or exceeds \$200,000, you may have the opportunity to enroll in Group Universal Life (GUL) coverage equal to one times your total compensation up to \$500,000 *without providing evidence of good health*, subject to the Plan’s maximum coverage limits.

If you are enrolled in GUL up to the maximum coverage amount — the lesser of 10 times your total compensation or \$5 million — then you are not eligible to increase GUL coverage.

### Basic Life accelerated benefits option

The accelerated benefits option (ABO) of your life insurance coverage is available if you become terminally ill due to injury or sickness and are expected to die within six months.

Under the ABO, you may receive up to 50% of your Basic Life amount, not to exceed \$100,000, less any applicable expense charges. The minimum amount that will be paid is the lesser of 25% of your Basic Life amount or \$5,000. The accelerated benefit will be paid in a lump sum unless you or your legal representative selects another payment method.

To receive an accelerated benefit, MetLife will require the following proof of your terminal illness:

- A completed Accelerated Benefit Claim form, available from the Citi Benefits Center by calling ConnectOne at **1-800-881-3938**. From the ConnectOne main menu, choose the “health and welfare benefits” option;
- A signed physician’s certification that states you are terminally ill; and
- An exam by a physician of MetLife’s choice, if requested, at no expense to you.

Accelerated benefits will be paid only once in your lifetime. Upon your death, the Basic Life benefit paid to your beneficiary will be decreased by the amount of the accelerated benefit paid plus any interest and expense charge.

### Naming a beneficiary

Your beneficiary is the person or persons you choose to receive any benefit payable upon your death.

You may designate or change your beneficiary for Basic Life insurance at any time by visiting Your Benefits Resources™ through Total Comp @ Citi at **www.totalcomponline.com** (under Health and Welfare, select “Health and welfare benefits.” You can also go directly to **http://resources.hewitt.com/citigroup**. From the home page, click on the “Health and Insurance” tab. Then click on “Overview” and “Beneficiaries.”

Your beneficiary for Basic Life insurance is also your beneficiary for AD&D coverage. If there is no beneficiary designated or no surviving beneficiary at your death, the Claims Administrator will determine the beneficiary in the following order:

- Your spouse, if alive;
- Your child(ren), if there is no surviving spouse;
- Your parent(s), if there is no surviving child;
- Your sibling(s), if there is no surviving parent; or
- Your estate, if there is no surviving sibling.

If a beneficiary or payee is a minor or incompetent to receive payment, the Claims Administrator will pay his or her guardian.

## Converting to an individual policy

You can convert your Basic Life/AD&D to an individual policy by calling the Citi Benefits Center within 31 days after your termination of employment from Citi. Call ConnectOne at **1-800-881-3938**. From the ConnectOne main menu, choose the “health and welfare benefits” option.

If you become ineligible for Basic Life/AD&D coverage because your total compensation for the plan year equals or exceeds \$200,000, you can convert your current Basic Life/AD&D coverage to an individual policy — without providing evidence of good health — by contacting the Citi Benefits Center within 31 days after you are notified that your Basic Life/AD&D coverage will end.

## GUL/Supplemental AD&D insurance

You can enroll in GUL insurance, provided by MetLife, from 1 to 10 times your total compensation up to a maximum coverage amount of \$5 million. If your total compensation is not an even multiple of \$1,000, then your total compensation will be rounded up to the next \$1,000.

Your cost is based on the amount of coverage you elect, your age, and whether you have used tobacco products in the past 12 months. The cost of coverage is deducted from your pay.

If you are enrolling in GUL insurance outside your initial eligibility period (31 days from your date of hire/date you are eligible to enroll in Citi benefits), outside of a qualified change in status, or for an amount greater than three times your total compensation or \$1.5 million, you must provide evidence of good health and be actively at work before coverage will be effective (this does not apply to AD&D insurance). “Actively at work” means that you are regularly scheduled to work in the office or at home and you are not away from work due to a disability. You must be able to perform all the activities of your job.

### Enrolling in GUL coverage

You do not enroll in GUL coverage through Citi. Instead, you enroll in GUL coverage by contacting MetLife. Visit Total Comp @ Citi at **www.totalcomponline.com** and click on “Dental/Disability/Group Universal Life (GUL)”, or submit an enrollment form, which you can obtain by calling MetLife at **1-800-523-2894**. Your spouse/civil union partner/domestic partner must complete an enrollment form.

If your total compensation is reduced, your GUL amount will continue to be based on the higher total compensation unless you call MetLife at **1-800-523-2894** to request that the GUL amount be reduced. Once you reduce coverage, you can increase it only by purchasing additional multiples of your total compensation. You may be asked to provide satisfactory evidence of good health before the increased coverage will become effective. GUL coverage for an employee ends at age 95.

Once enrolled in GUL, you automatically will receive Supplemental AD&D coverage in the same amount as your GUL coverage. Supplemental AD&D coverage is provided by Cigna.

If you leave Citi, you can continue coverage under an individual policy. MetLife will bill you directly at a higher rate than the Citi group rate. The rate will become effective the month following your termination of employment. Your Supplemental AD&D coverage ends on the last day of the month in which your employment was terminated. To convert your Supplemental AD&D coverage to an individual policy, call the Citi Benefits Center through ConnectOne at **1-800-881-3938**. From the ConnectOne main menu, choose the “health and welfare benefits” option and speak to a Citi Benefits Center representative.

## Insurance Benefits

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### GUL accelerated benefits option

The accelerated benefits option (ABO) of your GUL coverage is available if you become terminally ill due to injury or sickness and are expected to die within six months.

Under the ABO, you may receive up to 50% of your GUL insurance amount, not to exceed \$250,000, less any charges. The accelerated benefit will be paid in a lump sum unless you or your legal representative selects another payment method.

To receive an accelerated benefit, MetLife will require the following proof of your terminal illness:

- A completed Accelerated Benefit Claim form, available from the Citi Benefits Center by calling ConnectOne at **1-800-881-3938**. From the ConnectOne main menu, choose the "health and welfare benefits" option;
- A signed physician's certification that states you are terminally ill; and
- An exam by a physician of MetLife's choice, if requested, at no expense to you.

Accelerated benefits will be paid only once in your lifetime. Upon your death, the GUL benefit paid to your beneficiary will be decreased by the amount of the accelerated benefit paid plus any charge.

Accelerated benefits are not payable if:

- You have assigned the death benefit;
- All or a portion of your death benefit is to be paid to your former spouse as part of a divorce agreement;
- You attempt suicide or injure yourself on purpose;
- The amount of your death benefit is less than \$15,000; or
- You are required by a government agency to request payment of the accelerated benefit so you can apply for, obtain, or keep a government benefit or entitlement.

### Cash Accumulation Fund

When you enroll in GUL/Supplemental AD&D coverage, you can participate in the Cash Accumulation Fund (CAF). The CAF allows you to save money that earns a competitive rate of interest on a tax-deferred basis. Contributions are deducted from your pay each pay

period. The minimum contribution is \$10 a month, or \$120 a year.

The IRS determines the annual maximum you can contribute to the CAF based on your GUL coverage amount, your age, and other factors.

If your contributions for GUL, including the CAF, exceed the actual limits of the coverage for which you are enrolled, MetLife will notify you about a refund. For the actual amount that applies to you under the applicable tax laws, call MetLife at **1-800-523-2894**.

You can change the amount of your CAF contribution at any time. **Note:** A decrease in coverage amounts could affect the amount you can contribute to your CAF.

You will not pay taxes on the interest while it remains in your CAF. The interest is taxable only when you withdraw more than the total you have paid up to that point for GUL coverage (your premiums) plus your CAF contributions.

For more information about the CAF, call MetLife at **1-800-523-2894**.

### Taking a loan from your CAF

At any time, you can obtain cash through a loan of at least \$200 from your CAF. You may take an unlimited number of loans each plan year, but only one loan can be in effect at any time. The most you can borrow at any time is the current cash value just prior to the loan and less the interest to the next plan anniversary date at the current loan interest rate.

Loan interest is charged at a rate set by MetLife. This rate will never be more than the maximum permitted by law and will not change more often than once a year on the plan anniversary date. Call MetLife at **1-800-523-2894** for the current interest rate.

You may repay all or part of a loan (but not less than \$100) at any time while you are alive and enrolled in GUL coverage. If any payment is intended as a loan repayment, rather than a contribution to your CAF, you must notify MetLife when you make the payment. Loans are not payable through payroll deductions.

Failure to repay a loan or to pay loan interest will not terminate your GUL coverage unless the balance in your CAF, minus the loan and loan interest, is not sufficient to pay the monthly contribution for GUL coverage. If this occurs, you will be notified that you have a 60-day grace period to pay the amount due.

For more information about CAF loans, call MetLife at **1-800-523-2894**.

## Assignment

You may assign your GUL insurance rights and benefits as a gift or as a viatical assignment. In this case, MetLife will recognize the assignee(s) under such assignment as owner(s) of your right, title, and interest if:

- You have completed a written form satisfactory to MetLife affirming this assignment;
- Both you and the assignee(s) have signed the written form;
- Citigroup acknowledges that the life insurance being assigned is in force on your life; and
- The written form has been delivered to MetLife.

MetLife is not responsible for the validity of an assignment.

## Naming a beneficiary

Your beneficiary is the person or persons you choose to receive any benefit payable upon your death. You may designate or charge your beneficiary for GUL insurance at any time by calling MetLife at **1-800-523-2894**.

Your beneficiary for GUL also is your beneficiary for Supplemental AD&D coverage.

If there is no beneficiary designated or no surviving beneficiary at your death, MetLife will determine the beneficiary in the following order:

- Your spouse, if alive;
- Your child(ren), if there is no surviving spouse;
- Your parent(s), if there is no surviving child;
- Your sibling(s), if there is no surviving parent; or
- Your estate, if there is no surviving sibling.

If a beneficiary or payee is a minor or incompetent to receive payment, MetLife will pay his or her guardian.

## Coverage for your spouse/civil union partner/domestic partner

You can enroll in GUL insurance coverage, provided by MetLife, for your spouse/civil union partner/domestic partner in increments of \$10,000 to a maximum of \$100,000. You do not need to buy GUL/Supplemental AD&D for yourself to elect coverage for your spouse/civil union partner/domestic partner.

Within 31 days of your initial eligibility, you can enroll for up to \$30,000 of spouse/civil union partner/domestic partner coverage without him/her providing evidence of good health.

If you enroll at any other time, your spouse/civil union partner/domestic partner must provide evidence of good health for *any* amount of spouse/civil union partner/domestic partner coverage.

The cost is based on the amount of your spouse's/civil union partner's/domestic partner's coverage, his/her age, and whether he/she has used tobacco products in the past 12 months. You can also contribute to a Cash Accumulation Fund in his/her name.

Once enrolled in GUL, your spouse/civil union partner/domestic partner automatically will receive Supplemental AD&D coverage in the same amount as his/her GUL coverage. AD&D is provided by Cigna.

If you leave Citi or terminate your marriage, civil union, or domestic partnership, your spouse/civil union partner/domestic partner can continue coverage under an individual policy. MetLife will bill him or her directly at a higher rate than the Citi group rate. The rate will become effective the month following your termination of employment, divorce, or termination of your civil union or domestic partnership. Supplemental AD&D coverage terminates on the last day of the month in which the events noted above occur.

Your spouse/civil union partner/domestic partner can convert his/her Supplemental AD&D coverage to an individual policy. Call the Citi Benefits Center through ConnectOne at **1-800-881-3938**. From the ConnectOne main menu, choose the "health and welfare benefits" option and speak to a Citi Benefits Center representative.

## Insurance Benefits

### Life/AD&D insurance for your children

If you have enrolled in GUL/Supplemental AD&D coverage for yourself or your spouse/civil union partner/domestic partner, you can enroll for life/AD&D insurance from \$5,000 to \$20,000, in \$5,000 increments, for your eligible dependent children. *A child must be at least 14 days old to be covered.* Life insurance coverage is provided by MetLife. To enroll in child life coverage, call MetLife at **1-800-523-2894**. When you enroll in child life coverage, all your eligible children are covered.

Once enrolled for child life, your child automatically receives Supplemental AD&D coverage in the same amount as the child life coverage. AD&D coverage is provided by Cigna.

Separately, you must report the birth or adoption of each child to the Citi Benefits Center through ConnectOne at **1-800-881-3938** within 31 days of the birth or adoption. From the ConnectOne main menu, choose the "health and welfare benefits" option.

Unless you have designated a beneficiary — other than yourself — to receive these benefits, benefits will be paid to:

- You, if you survive the dependent; or
- Your estate, if the dependent dies at the same time your death occurs; or
- Your estate, if the dependent dies within 24 hours of your death.

You may designate or change your beneficiary for life insurance for your child at any time by calling MetLife at **1-800-523-2894**.

### Details about AD&D insurance

#### Schedule of covered losses

- Loss of life: 100% of the principal sum;
- Loss of two or more hands/feet: 100% of the principal sum;
- Loss of sight of both eyes: 100% of the principal sum;

- Loss of one hand or one foot and sight in one eye: 100% of the principal sum;
- Loss of speech and hearing (in both ears): 100% of the principal sum;
- Quadriplegia: 100% of the principal sum;
- Paraplegia: 75% of the principal sum;
- Hemiplegia: 50% of the principal sum;
- Loss of one hand or foot: 50% of the principal sum;
- Loss of sight in one eye: 50% of the principal sum;
- Loss of speech: 50% of the principal sum;
- Loss of hearing (in both ears): 50% of the principal sum;
- Loss of all four fingers of the same hand: 25% of the principal sum;
- Loss of thumb and index finger of the same hand: 25% of the principal sum; and
- Loss of all the toes of the same foot: 20% of the principal sum.

### Age reduction schedule

A covered person's principal sum will be reduced to the percentage of his/her principal sum in effect on the date preceding the first reduction, as shown below:

Age	Percentage of Benefit Amount
70 but less than 75	70%
75 but less than 80	45%
80 but less than 85	30%
85 or over	15%

Coverage for a child is not continued for 12 months if the child reaches maximum age (age 26).

Coverage for a spouse ends at age 70.

### Additional Basic AD&D benefits

#### Ambulance benefits

- \$500 per emergency ambulance service.

## Basic AD&D coverage for injury resulting from felonious assault

- AD&D benefit: 10% multiplied by the percentage of the principal sum applicable to the covered loss, as shown in the schedule of covered losses, subject to a maximum of \$100,000; and
- Hospital stay benefit: \$100 per day; maximum benefit period of 365 days per hospital stay per covered accident.

## Seatbelt and airbag benefit

- Seatbelt benefit: 10% of the principal sum subject to a maximum benefit of \$25,000;
- Airbag benefit: 5% of the principal sum subject to a maximum benefit of \$15,000;
- Default benefit: \$1,000.

## Additional Supplemental AD&D benefits

### Child care center benefit

5% of the employee's principal sum subject to a maximum of \$10,000 per year. The maximum benefit period is to age 13 for each surviving dependent child.

### Increased dependent child dismemberment benefit

100% multiplied by the percentage of the child's principal sum applicable to the covered loss, as shown in the "Schedule of covered losses."

### Special education benefit

Cigna will pay 5% of the principal sum to a maximum benefit of \$10,000 for each qualifying dependent child who is insured under the covered employee's benefits coverage on the date the employee dies. The covered employee's death must result directly and independently of all other causes from a covered accident for which an accidental death benefit is payable under this policy. This benefit is subject to the conditions and exclusions described below.

A qualifying dependent child must:

- Be enrolled as a full-time student in an accredited school of higher learning beyond the 12<sup>th</sup>-grade level on the date of the covered employee's covered accident or be at the 12<sup>th</sup>-grade level on the date of the covered employee's covered accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the covered accident and continue his or her education as a full-time student.
- Continue his or her education as a full-time student in such accredited school of higher learning; and
- Incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Up to four annual payments will be made at the end of each year to each qualifying dependent child or to the child's legal guardian, if the child is a minor. Cigna must receive satisfactory proof of the dependent child's enrollment and attendance within 31 days of the end of each year.

If no dependent child qualifies for a Special Education Benefit within 365 days of the covered employee's death, Cigna will pay a default benefit of \$1,000 to the covered employee's beneficiary.

### Spouse or domestic partner retraining benefit

Cigna will pay expenses incurred, as described below, up to the maximum benefit of \$10,000 to enable the covered employee's spouse to obtain occupational or educational training needed for employment if the covered employee dies directly and independently of all other causes from a covered accident.

A covered spouse must have been insured under this policy on the date of the covered employee's death to be eligible. This benefit will be payable if the covered employee dies within one year of a covered accident and is survived by his or her spouse who:

- Enrolls, within three years after the covered employee's death in any accredited school for the purpose of retraining or refreshing skills needed for employment; and
- Incurs expenses payable directly to, or approved and certified by, such school.

## Exclusions

In addition to any benefit-specific exclusion, benefits will not be paid for any covered injury or covered loss that, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in this document:

- Intentionally self-inflicted injury, suicide, or any such attempt while sane or insane;
- Commission of or attempt to commit a felony or an assault;
- Commission of or active participation in an insurrection; terrorist act or riot (participation in a riot means taking part, joining, or sharing with others in a violent disturbance of the public peace of persons assembled for a common purpose);
- Bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
- Declared or undeclared war or act of war;
- Flight in, boarding, or alighting either from an aircraft or any craft designed to fly above the earth's surface:
  - Except as a passenger on a regularly scheduled commercial airline;
  - Being flown by the covered person or in which the covered person is a member of the crew;
  - Being used for:
    - Crop dusting, spraying or seeding, giving and receiving flying instruction, firefighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
    - Any operation that requires a special permit from the Federal Aviation Administration, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
    - Designed for flight above or beyond the earth's atmosphere;
    - An ultra-light or glider;
    - Being used for the purpose of parachuting or skydiving; or
    - Being used by any military authority, except an aircraft used by the Air Mobility Command or its foreign equivalent.
- Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- Travel in any aircraft owned, leased or controlled by the policyholder, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the policyholder if the aircraft may be used as the policyholder wishes for more than 10 straight days or more than 15 days in any year;
- A covered accident that occurs while engaged in the activities of active-duty service in the military, navy, or air force of any country or international organization. Covered accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days;
- Operating any type of vehicle while under the influence of alcohol or any drug, narcotic, or other intoxicant including any prescribed drug for which the covered person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the covered accident occurred;
- Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his/her physician; (accidental ingestion of a poisonous substance or controlled drug is not excluded); and
- Benefits will not be paid for services or treatment rendered by a physician, nurse, or any other person who is:
  - Employed or retained by the policyholder;
  - Providing homeopathic, aromatherapeutic, or herbal therapeutic services;
  - Living in the covered person's household; or
  - A parent, sibling, spouse, or child of the covered person.



## Business Travel Accident/Medical insurance

Business Travel Accident/Medical insurance (BTA/BTM) pays benefits for bodily injury and/or death when a covered accident is incurred while traveling on company business. In addition to the BTA, the Business Travel Medical program provides non-routine and emergency medical coverage while traveling on business for Citi.

Coverage is provided by ACE American Insurance Company. All regular full-time and part-time employees have BTA coverage equal to five times total compensation to a maximum benefit of \$2 million. Your spouse (Same or opposite sex)/civil union partner/domestic partner and/or dependent children are considered covered persons and have BTA coverage while accompanying you on a business or relocation trip paid for by the Company.

- An eligible spouse (same or opposite sex)/civil union partner/domestic partner has a coverage amount of \$150,000.
- Each eligible dependent child (up to age 25) has a coverage amount of \$25,000.

BTA benefits are paid in the event of death, dismemberment, paralysis, and loss of speech and/or hearing while traveling on an approved trip made on behalf of the Company. Certain covered losses are subject to limitations. Depending on the nature of your loss, you may be entitled to recover less than your total coverage amount.

If you suffer more than one loss in an accident, you will be paid only for the loss that provides the largest benefit. Each aircraft accident is subject to a maximum benefit limit, regardless of the number of covered persons who incur a loss or the severity of the loss.

Your BTA beneficiary, the person or persons designated to receive any benefit payable at your death, is the same beneficiary as for your Basic Life/AD&D insurance. If you do not have Basic Life insurance, the beneficiary is your spouse/civil union partner/domestic partner, then your children, and then your estate.

## Converting to an individual policy

You can convert your BTA coverage to an individual AD&D policy within 31 days of your termination of employment from Citi if you are under age 70 and you submit an application and appropriate premium. The coverage under the individual policy must be for at least \$25,000 and cannot be more than the greater of the amount of your employee coverage or \$500,000. Coverage for an employee ends when the employee is no longer considered to be benefits-eligible.

## Filing a claim for Basic Life, GUL, and BTA/Medical insurance

You must provide written or authorized electronic/telephone notice of your claim within 31 days after a covered loss occurs or begins or as soon as reasonably possible.

- For Basic Life and GUL, your beneficiary may call the Citi Benefits Center. Call ConnectOne at **1-800-881-3938**. From the ConnectOne main menu, choose the "pension, retiree health and welfare and survivor support" option.

If written or authorized electronic/telephone notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephone notice was given as soon as was reasonably possible.

Notice should include the insured's name and policy number and the covered person's name, address, policy and certificate number.

Survivor Support will send claim forms for filing proof of loss when it receives notice of a claim. The claimant must provide written or authorized electronic proof of loss, satisfactory to MetLife, within 90 days of the loss for which the claim is made. If Survivor Support does not send claim forms within 15 days after it receives notice of a potential claim, you or your beneficiary can submit — within 90 days — written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

## Insurance Benefits

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Failure of a claimant to cooperate in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### Long-Term Care (LTC) insurance

Effective January 1, 2012, no new participants will be permitted to enroll into the LTC plan. Participants who enrolled on or before December 31, 2011 will continue to be participants under the Plan.

You can purchase LTC coverage for you and eligible members of your family can purchase LTC coverage for themselves at any time. Coverage is provided by the John Hancock Life Insurance Company (U.S.A).

To be eligible, you and your family members must reside in the United States (50 states, the District of Columbia, and Puerto Rico). Eligible family members may apply for the benefit even if you do not. Eligible family members are:

- Your spouse, civil union partner/domestic partner;
  - **Note:** Coverage is not available to domestic partners residing in Louisiana.
- Your parents and your parents-in-law;
- Your adult children or the adult children of your spouse, civil union partner, or domestic partner; and
- Spouses of your adult children.

Family members must be 18 or older.

- If you are a new hire and enroll during your initial benefits enrollment period: You will not have to provide evidence of good health acceptable to John Hancock.
- If you enroll at any other time: You must provide evidence of good health acceptable to John Hancock.

In either case, coverage will be effective the first of the month after your application is approved, as long as you are actively at work on that date. If you are not at work on the date your coverage would otherwise have become effective, your coverage will become effective the first of the month following your return to work as an active employee.

Premiums for you and your spouse/civil union partner/domestic partner will be deducted from your pay. You will pay for coverage with after-tax dollars; the cost is based on your age when you become insured.

Your family members can complete an application form and must provide evidence of good health acceptable to John Hancock before coverage will be approved. Coverage will be effective the first of the month after their application is approved, provided they are not disabled on that date.

If they are disabled on that date, coverage will take effect the first of the month after their disability ends, provided they are still eligible.

For information on the cost of LTC coverage for yourself or other eligible family members, you can request an enrollment kit or obtain a personal rate quote by visiting the John Hancock website at

<http://groupltc.jhancock.com>. The user name is "groupltc," and the password is "mybenefit." You also can call John Hancock at **1-800-222-6814**.

Family members who visit the website or call to obtain information should provide your name as the Citi employee.

Family members, other than spouses/civil union partners/domestic partners, will be billed directly.

### Enrolling in LTC coverage

To enroll in LTC coverage, submit the appropriate application to John Hancock or click on a link from Your Benefits Resources™. Eligible family members must complete an application.

### When LTC benefits are payable

In general, LTC benefits become payable if a licensed health care practitioner certifies that:

- You require substantial assistance from another person to perform at least two "activities of daily living" due to a loss of functional capacity that is expected to continue for at least 90 days; or
- You need substantial supervision due to a "cognitive impairment"; and
- You complete the qualification period.

Activities of daily living generally are bathing, maintaining continence, dressing, toileting, eating, and transferring into or out of a bed or chair. Cognitive impairment is a deterioration or loss of intellectual capacity comparable to Alzheimer's disease and similar forms of irreversible dementia.

You become eligible for benefits only upon confirmation of your qualifying condition by a care coordinator from John Hancock. The insured or the insured's representative must call the toll-free number to notify John Hancock of a potential claim, as soon as possible.

With limited exceptions, LTC benefits generally will not be payable until the end of a 90-day "qualification period" that begins from the date John Hancock certifies that you meet the benefit eligibility requirements. The qualification period needs to be met only once as long as you remain continuously insured.

Your qualifying condition must continue through this period, but you do not have to actually incur expenses, receive long-term care services, or be hospitalized during this period. LTC benefits are payable for covered charges you incur after the qualification period is met as long as you remain eligible for benefits.

## Benefits and services covered

LTC benefits will cover actual charges incurred for qualifying services, which generally include nursing home care, alternate-care facility care, community-based professional care, informal care, and stay-at-home services. Depending on the type of service, benefits are subject to a maximum, which will vary based on the coverage level you choose.

## Choosing a level of coverage

From the six options in the table below, you must choose a daily maximum benefit (DMB) from \$115 to \$405 a day. The DMB is the most the Plan may pay for all covered services received on any day. Each DMB has a corresponding lifetime maximum benefit (LMB), which is the total amount payable for covered LTC services while you are insured for other than the stay-at-home benefit. Informal care is also subject to a calendar-year maximum.

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
<i>Nursing home DMB</i>	\$115	\$175	\$230	\$290	\$345	\$405
<i>Alternate care facility DMB</i>	\$115	\$175	\$230	\$290	\$345	\$405
<i>Community-based professional care DMB**</i>	\$86.25	\$131.25	\$172.50	\$217.50	\$258.75	\$303.75
<i>Informal care DMB</i>	\$28.75	\$43.75	\$57.50	\$72.50	\$86.25	\$101.25
<i>Informal care calendar-year maximum</i>	\$862.50	\$1,312.50	\$1,725	\$2,175	\$2,587.50	\$3,037.50
<i>Lifetime maximum benefit (excluding stay-at-home benefit)</i>	\$209,875	\$319,375	\$419,750	\$529,250	\$629,625	\$739,125
<i>Stay-at-home lifetime maximum</i>	\$3,450	\$5,250	\$6,900	\$8,700	\$10,350	\$12,150

\* If you are a Kansas resident, the alternate care facility DMB benefit varies slightly. Call John Hancock at **1-800-222-6814** for details.

\*\* Community-based professional care includes adult day care (Washington state refers to this as adult day health care) and the following services provided in your home: Home health care, hospice care, and homemaker services provided by a person certified or employed through a licensed home health care agency.

\*\*\*The total benefits payable for all informal care received in any calendar year is 30 times the informal care DMB.

## Insurance Benefits

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### Stay-at-home benefit

The stay-at-home benefit can be used to pay for expenses for a care planning visit, home modifications, emergency medical response system, durable medical equipment, caregiver training, home safety check, and provider-care check.

The stay-at-home benefit amount is the most the Plan will pay for the cost of all covered services received while you are insured and will not exceed 30 times the DMB. This lifetime maximum for the stay-at-home benefit is separate and in addition to the lifetime maximum for your other LTC benefits.

It is available during the qualification period; it is not available if coverage is in reduced paid-up status and cannot be restored under the restoration-of-benefits provision. The stay-at-home benefit amount will be recalculated whenever your DMB changes as a result of inflation or benefit increases or decreases, provided you have not exhausted this benefit.

Any benefits paid will be subtracted from the recalculated amount. Except for the care-planning visit, you must be residing in your home to be eligible. The maximum amount payable for caregiver training will not exceed five times your DMB.

### Choosing a non-forfeiture LTC benefit or a contingent non-forfeiture LTC benefit

For an additional cost, you can also choose to include a non-forfeiture benefit (reduced lifetime maximum paid-up benefit) in your coverage at enrollment. If you do not elect this option, the contingent non-forfeiture benefit will be included in your coverage at no additional cost.

If you have been continuously insured under the Plan for at least three years, the non-forfeiture benefit (reduced lifetime maximum paid-up benefit) will allow you to stop making premium payments for any reason and retain a reduced level of coverage.

If you exercise this benefit, you will keep your full DMB amount, but the LMB will be reduced. Your reduced LMB will equal the greater of 30 times your DMB or the sum of premiums paid. If you exercise this benefit after a minimum of 10 years of continuous coverage, the reduced LMB would equal the greater of 90 times the DMB or the sum of premiums paid.

The contingent non-forfeiture benefit can be exercised only in the event of a substantial premium increase. The contingent non-forfeiture benefit allows you to stop paying premiums and keep a reduced level of coverage.

If you exercise this benefit, you will keep your full DMB amount, but the LMB will be reduced. Your reduced LMB will equal the greater of the total amount of premiums paid for your insurance since your coverage was issued or 30 times the DMB. A substantial premium increase would range from 10% at issue-age 90 or older to 200% at issue-age 29 or younger as detailed in the certificate that you will receive if you are approved for coverage.

### Choosing inflation protection: ABI or future purchase option

You also have the choice of including the automatic benefit increase (ABI) inflation protection provision at enrollment for an additional cost. If you do not elect this option, the future purchase option provision will be included in your coverage.

Under the ABI option, increases to your benefit amounts occur automatically each year. Each January 1, the DMB amount will be increased at an annual rate of 5% compounded. The LMB will be increased in proportion to the increase in the nursing home DMB. If your insurance becomes effective January 1, no increase will apply on your effective date of coverage.

The benefit increase will continue to be made annually regardless of your age or whether you have met the benefit eligibility requirements under the policy. However, no future increases in benefit amount will apply if you stop paying premiums and continue coverage in effect on a reduced paid-up basis under the non-forfeiture benefit.

Under the future purchase option, you will be offered additional amounts of coverage every three years to keep up with inflation. The amount of each adjustment will reflect an increase to the DMB of at least 5% compounded annually for the applicable period.

The premium rates for the inflation increase will be based on your issue age on the effective date of the increase and will include an additional charge to account for the added risk associated with accepting these offers.

The LMB will be increased in proportion to the increase in the nursing home DMB. An inflation adjustment will not be available if you are issue-age 85 or older or if you have met the benefit eligibility requirements under the policy in the six months prior to the increase effective date or if your coverage is in reduced paid-up status. (If you are a resident of Connecticut, Delaware, Indiana, or Kansas, this provision varies slightly. Call John Hancock at **1-800-222-6814** for details.)

Visit the John Hancock website at <http://groupltc.jhancock.com> (the user name is "groupltc," and the password is "mybenefit") for an online tool that can help you determine which inflation protection provision may suit your needs.

## Additional features

### Return of premium at death benefit

A return of premium at death benefit is included in your coverage. This benefit will pay to your estate a portion of the premiums you paid, less any benefits paid or payable should you die prior to age 75 while covered under the Plan. The portion of the premium is based on your age at the time of death as shown below. Premiums are not returned if you are age 75 or older or if coverage is in reduced paid-up status.

Age	Percentage of premium returned upon death
65 or younger	100%
66	90%
67	80%
68	70%
69	60%
70	50%
71	40%
72	30%
73	20%
74	10%
75 or older	0%

### Waiver of premium

On the first day of the month after you complete the qualification period, and provided you meet the benefit eligibility requirements under the policy on that date, your premium payments will be waived. The waiver will continue as long as you remain eligible for benefits.

### Portability

If you retire or leave Citi, you may continue coverage at group rates. You will pay premiums directly to John Hancock. Your insured family members may also continue their coverage as long as premiums are paid when due and benefits have not been exhausted. If the group policy is terminated and coverage is replaced by other group coverage, LTC coverage may be continued under the replacement plan or continued through John Hancock.

### Bed reservation benefit

The Plan will continue to pay nursing home or alternate-care facility benefits for up to 60 days per calendar year if you leave the facility on a short-term basis while receiving Plan benefits.

### Alternate plan of care

An alternate plan of care can be established by mutual agreement among you, a licensed health care practitioner, and John Hancock, if the John Hancock care coordinator identifies alternatives to the current plan that are both appropriate for you and cost-effective. The alternate plan of care may provide benefits for services or supplies not otherwise covered by the Plan. Any benefits paid under an alternate plan of care will reduce the LMB.

### Restoration of benefits

The restoration of benefits feature allows you to restore your LMB if you provide proof that you:

- Have not met the benefit eligibility criteria during the 24-month period up to and immediately preceding the date you request to restore your LMB;
- Have not exhausted your LMB; and
- Have been continuously insured on a premium-paying basis for at least 24 months just prior to your request.

Restoration does not apply if coverage is in reduced paid-up status. Your stay-at-home benefit lifetime maximum will not be restored.

### Coordination of benefits and exclusions

To prevent duplication of benefits, the Plan contains a coordination of benefits provision that may reduce or eliminate the benefits otherwise payable under the Plan when benefits are payable under another plan. (This provision does not apply to residents of Connecticut.)

John Hancock will not pay benefits for charges incurred in certain circumstances, such as intentional self-inflicted injury; charges that are reimbursable or would be reimbursable under Medicare except for coinsurance, copayment, or deductible provisions under Medicare; or for treatment specifically provided for detoxification or rehabilitation for alcohol or drug addiction.

These exclusions may not apply in all states and may vary depending on the state in which you live. The Certificate of Insurance you will receive once you are approved for coverage will outline the exclusions for your state. If you move to another state, the state guidelines where the Certificate of Insurance was originally delivered to you will apply.

LTC providers must meet the qualifications specified in the Certificate of Insurance, and services and supplies must be provided in accordance with a plan of care prescribed by a licensed health care practitioner.

### Tax implications

The Citigroup LTC Insurance Plan is funded through a group policy intended to be a qualified LTC insurance contract under Section 7702B(b) of the Internal Revenue Code.

Subject to specified dollar limits that vary depending on your age, you may be able to include your premium in your itemized deductions on your federal income tax return if your total medical expenses, including the allowable portion of your premium, exceed 7.5% of adjusted gross income. The allowable dollar limits are reviewed each year by the U.S. Treasury and adjusted accordingly. The benefits you receive under the policy generally are not considered taxable income. Consult your tax adviser if you have any questions or need details.

### For more information

To obtain details of the coverage available and its cost, contact John Hancock either by:

- Calling the John Hancock Long-Term Care Insurance Department at **1-800-222-6814**; or
- Visiting the John Hancock website at **<http://groupltc.jhancock.com>**. The user name is "groupltc," and the password is "mybenefit."

Your family members who call or visit the website should provide your name as the Citi employee.