

# Legal Plan

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Citigroup offers you the Citigroup Legal Benefits Plan (“MetLife Legal Plan” or “the Plan”), offered through MetLife. The Plan provides you and your family access to an affordable network of experienced attorneys in the United States. The Plan provides coverage for attorney fees for routine legal services related to personal or family legal issues. Most services authorized by the Plan are covered at 100% when you use network attorneys. A reimbursement schedule applies to fees charged by out-of-network attorneys.

This section of the handbook will explain how the Plan coverage works, including when benefits are paid.

For more information about the Plan, you can contact MetLife Legal Plans at **1 (800) 821-6400** or **<https://members.legalplans.com>**. Your membership number will be mailed to you along with a welcome letter from MetLife after your initial enrollment.

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# Benefits at a Glance

The following table summarizes the Plan services available to you and your eligible dependents:

Features	Highlights
<i>Benefits of Participating</i>	<ul style="list-style-type: none"> <li>&gt; The Plan offers you and your family access to a network of attorneys for routine legal services related to personal and family legal issue.</li> <li>&gt; Most services are covered at 100% when you use in-network attorneys. In-network services are available only in the continental United States, U.S. Virgin Islands, Puerto Rico and Hawaii. A reimbursement schedule applies to fees charged by out-of-network attorneys.</li> <li>&gt; Attorneys will only provide services for U.S. legal issues solely.</li> </ul>
<i>Covered Services</i>	<ul style="list-style-type: none"> <li>&gt; Covered services include all of the following:               <ul style="list-style-type: none"> <li>– Advice and consultation;</li> <li>– Consumer protection;</li> <li>– Debt matters;</li> <li>– Defense of civil lawsuits;</li> <li>– Document preparation and review;</li> <li>– Family law;</li> <li>– Immigration;</li> <li>– Real estate matters;</li> <li>– Traffic and criminal matters; and</li> <li>– Wills and estate matters.</li> </ul> </li> <li>&gt; Please see the list of covered services on page 285 for details.</li> </ul>
<i>Pre-Existing Legal Matters Excluded</i>	<ul style="list-style-type: none"> <li>&gt; Any legal matter for which an attorney-client relationship existed prior to you joining the Plan will be excluded, and no benefits will apply.</li> </ul>
<i>Who's Covered</i>	<ul style="list-style-type: none"> <li>&gt; If you enroll for coverage, the Plan provides coverage for you and all of your eligible dependents.</li> </ul>
<i>Costs</i>	<ul style="list-style-type: none"> <li>&gt; You pay the full cost of your coverage on an after-tax basis. There is a flat rate of \$15 per month for coverage — your cost per pay period is the same regardless of how many of your dependents are covered.</li> </ul>
<i>Enrolling and Making Changes</i>	<ul style="list-style-type: none"> <li>&gt; <b>Enrolling:</b> You can only enroll for coverage during Annual Enrollment or when you first become eligible (generally, as a newly hired employee or newly eligible to enroll in benefits coverage). Because there is one contribution level for legal coverage, your cost for coverage does not increase if you add dependents (e.g., if you marry/ a domestic partner, or have a baby). They will be considered covered as of the date of the event.</li> <li>&gt; <b>Changing Coverage:</b> You may not drop coverage during the plan year. You can only make changes to your coverage during Annual Enrollment. Midyear changes due to a Qualified Status Change are not permitted under this Plan. When you enroll, your participation is in effect throughout the plan year. You will continue to be a participant unless you cease to be a benefits eligible employee or your employment terminates.</li> </ul>
<i>Claims Administrator</i>	<ul style="list-style-type: none"> <li>&gt; The Plan's claims administrator is MetLife Legal Plans, a MetLife Company.</li> </ul>

## How the Plan Works

### Who's Covered?

If you enroll in the Plan, the Plan automatically covers you, your spouse/partner, and all eligible dependent children. For details about your eligible dependents, please see the *Eligibility and Participation* section of this handbook.

### Cost of Coverage

You pay the entire cost for coverage — \$15 per month — under the Plan with after-tax contributions. Your cost is the same regardless of how many dependents are covered under the Plan.

Your contributions toward the cost of coverage start when your coverage begins. Your contributions are automatically deducted from your pay.

If you have coverage but are away from work because of an unpaid sickness or leave of absence, you must pay for coverage on an after-tax basis through direct-billing with Citi.

### How to Enroll

You can only enroll for coverage when you first become eligible (generally, as a newly hired employee or newly eligible for benefits) or during Annual Enrollment. Unlike other Citi benefits, you cannot enroll, change, or cancel your coverage during the plan year, even if you have a Qualified Status Change, as defined in the Eligibility Participation section of this Handbook. Participation in the Plan is optional. You must enroll to have coverage.

If you are enrolling as a new hire, or a newly eligible employee, you will need to enroll within 31 days of your hire date.

Once you are enrolled, your participation will continue as long as you remain eligible, unless you elect to drop coverage during a subsequent Annual Enrollment period.

### When Coverage Begins

#### *If You Are an Employee*

If you enroll during Annual Enrollment, your coverage will be effective January 1 and you will continue to participate for the full calendar year (January through December). Once you enroll, your coverage will continue unless you decline coverage during a subsequent annual enrollment or you terminate employment.

#### *If You Are a Newly Hired or Newly Eligible Employee*

If you enroll, coverage will be effective on your hire date.

You will continue to participate from the effective date through the end of the calendar year. If you go on a leave of absence and not receiving payroll deductions, your participation will continue as long as you continue to pay applicable premiums.

## Your Membership Number

MetLife Legal Plans will send your membership number to you after you enroll. You will need this number to get services and file claims for benefits. Please retain this number.

## No Midyear Changes

Midyear changes are not permitted under this Plan, even if you have a Qualified Status Change that allows you to change other Citi benefits. Once you elect coverage, you cannot drop coverage during the plan year. However, any new family member (i.e. spouse/partner and/or eligible dependent children) are automatically covered under the Plan.

You can only make changes to your coverage during Annual Enrollment.

## When Coverage Ends

Generally, your coverage ends on the last day of the month in which your employment ends. Other reasons your coverage ends are:

- > The last day of the month in which you have received your 52<sup>nd</sup> week of disability benefits, including the 13-week STD period. You must pay premiums upfront directly to MetLife in order to continue MetLife Legal Plan coverage while on LTD (up to 39 weeks). (You can continue your coverage for an additional 12 months by paying premiums upfront directly to the administrator, MetLife);
- > You no longer meet the eligibility requirements of the Plan;
- > The MetLife Legal Plans is discontinued; and
- > You die.

Coverage for your dependents ends the earlier of when your coverage ends or when your dependents no longer meet the eligibility requirements described in the *Eligibility and Participation* section of this handbook. For your spouse/ partner, this means when you die, divorce, or end your relationship. For a child, this means he or she when dies or the last day of the month in which he or she turns age 26.

- > **Please Note:** You may continue coverage beyond age 26 for an unmarried child who is not capable of supporting himself or herself due to a mental or physical disability that began before the age limits described above and who is fully dependent on you for financial support.

## Continuing Coverage After It Ends

You have the option to continue group legal coverage by contacting MetLife Legal Plans at **1 (800) 821-6400**.

- > You must contact MetLife Legal within 30 days of the date your coverage ends.
- > You can continue your coverage for an additional 12 months by paying the full balance of premiums upfront to MetLife for the number of months, not to exceed 12 months, that you would like to retain coverage under MetLife Legal Plans.

## About the Plan

The Plan provides coverage for attorney fees for routine, U.S.-related legal services for personal or family legal issues.

The Plan offers access to a network of U.S. attorneys who provide a wide range of legal services. In-network services are available only in the United States, U.S. Virgin Islands, and Puerto Rico. Most services authorized by the Plan are covered at 100% when you use network attorneys.

A reimbursement schedule applies to fees charged by out-of-network attorneys.

## Services in Progress Continue

Even if you don't continue group legal coverage, any services in progress before your coverage end date will be provided.

## *Finding Network Attorneys*

You can call MetLife Legal Plan's Call Center at **1 (800) 821-6400** to find a network attorney. A Client Service Representative will ask you to identify yourself as a Citi employee and will request your membership number, which is located in your welcome letter MetLife Legal Plan sends to you after you elect coverage, and your home zip code.

Your spouse/ partner and any eligible child may use the Plan. Those family members will be required to provide your membership number when requested, to verify their eligibility.

## *The Plan Call Center*

The Client Service Representative is responsible for all of the following:

- > Verifying eligibility for services over the phone;
- > Making an initial determination of whether and to what extent your case is covered (the Plan attorney will make the final determination of coverage);
- > Providing a case number, which is similar to a claim number (each case is assigned a new case number);
- > Providing the telephone number of the Plan attorney(s) most conveniently located near you; and
- > Answering any questions you have about the Plan.

Following your initial phone call, you may schedule an appointment with a Plan attorney. Evening and Saturday appointments are available, if requested.

When you call a Plan attorney related to services covered under the Plan, he or she will provide a recommended course of action related to your legal needs. Ask the Plan attorney pertinent questions to ensure that you will receive comprehensive services, including, but not limited to the following: (i) if there are any limitations on the representation; (ii) if the Plan attorney will represent you in court in the event of litigation; (iii) if there are any related post litigation issues, in the event of litigation; and (iv) if there are any expenses you may incur to have a more complete representation, if there are limitations.

## *Plan and Out-of-Network Attorneys*

When you use a Plan (in-network) attorney, all attorney's fees for covered services are paid in full by the Plan (except for certain limits shown in "What Is Covered" on page 285).

If you choose to seek legal services from an out-of-network attorney the Plan will reimburse you for out-of-network attorneys' fees in accordance with a set fee schedule. Please see "What Is Covered" on page 285.

For services to be covered, you or your eligible dependents must establish an attorney-client relationship while you are an enrolled member of the Plan.

Your use of legal services provided by the Plan are totally confidential.

## *The Role of Plan Attorneys*

The Plan attorney is required to maintain the strict confidentiality of a traditional attorney-client relationship. The attorney's relationship is exclusively with you. Citi will not receive information about your legal issues or the services you use under the Plan. In addition, no one will interfere with your Plan attorney's independent exercise of professional judgment when representing you.

The attorney will adhere to the rules of the Plan. MetLife Legal Plans, or the law firm providing services under the Plan, is responsible for all services provided by their attorneys.

Citigroup has no liability for the conduct of any Plan attorney. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Plan. If you have a complaint about the legal services you have received or the conduct of an attorney, you can register a complaint by calling MetLife Legal Plan. Your complaint will be reviewed, and you will receive a response within two business days of your call.

Plan attorneys will refuse to provide services if the matter is clearly without merit, frivolous, or for the purpose of solely harassing another person.

## What Is Covered

The following fee schedule describes the maximum amounts that the Plan will pay for covered legal services provided if you use an in-network or reimburse you for if you use an out-of-network attorney. Only one fee category per case-type applies to each matter — the fee category that best describes the services that were provided.

The Plan provides only for the personal legal matters listed below. Once you receive services from an out-of-network attorney, you cannot use an in-network Plan attorney for the same matter.

If you or your non-network attorney have any questions regarding coverage or exclusions, please visit the Plan website at <https://members.legalplans.com> or call **1 (800) 821-6400** and ask to speak with MetLife's Payment Administrator before services are provided.

The list of covered services may change at any time.

### Advice and Consultation

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
<b>Office Consultation and Telephone Advice</b>	100%	\$70 (If no further covered services are provided)

### Consumer Protection

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
<b>Consumer Protection Matters</b> <b>Excludes disputes over real estate, construction or insurance. Disputed amount exceeds small claims limit and is evidenced by writing.</b>		
<i>Correspondence and Negotiation</i>	100%	\$500
<i>Filing of Suit, Ending in Settlement or Judgement</i>	100%	\$2,000, plus Trial Supplement*
<b>Property Protection</b>		
<i>Counseling, Document Review and Assistance</i>	100%	\$125
<b>Small Claims</b>		
<i>Counseling on Preparing Small Claims Complaint and Trial Preparation</i> This service does not cover a Plan attorney's attendance or representation at a small claims trial, collection activities after the judgment or any services related to post judgment actions.	100%	\$200

\* Trial Supplement — In addition to the fees indicated, the Plan will pay the attorney's fees for representation in trial beyond the third day of trial, up to a maximum of \$800 per day up to \$100,000 total trial supplement maximum.

## Debt Matters

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
<b>Debt Collection Defense (Consumer Debts)</b> Excludes defense of matters arising from divorce or post-decree actions. Includes repossession and garnishment.		
Negotiation and Settlement	100%	\$350
Negotiation and Settlement after Complaint and Answer Filed	100%	\$600
Trial	100%	\$1,050 plus Trial Supplement *
<b>Debt Collection Defense (Foreclosures)</b>		
Negotiation	100%	\$500
Complaint and Answer Filed, Settlement Negotiations	100%	\$850
Trial	100%	\$1,500 plus Trial Supplement *
Identity Theft	100%	
Correspondence/Notice to Creditors	100%	\$250
<b>Personal Bankruptcy or Wage Earner Plan</b>		
Chapter 7 Individual or Member/Spouse/Partner	100%	\$850
Chapter 13 Individual or Member Spouse/Partner	100%	\$1,400
<b>Tax Audits</b>		
Negotiation and Settlement	100%	\$500
Audit Hearing (Includes Negotiation & Settlement)	100%	\$1,200

## Defense of Civil Lawsuits

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
<b>Administrative Hearing Representation and Incompetency Defense</b> Excludes defense of matters arising from divorce, post-decree actions or other family law matters, or job related incidents		
Negotiation and Settlement	100%	\$500
Contested Hearings ending in Settlement or Judgement	100%	\$1,800 plus Trial Supplement *
<b>Civil Litigation Defense</b> Excludes defense of matters arising from divorce, post-decree actions or other family law matters or job related incidents .		
Negotiation and Settlement	100%	\$650
Filing Answer, Litigation Ending in Settlement or Judgment	100%	\$1,800, PLUS TRIAL SUPPLEMENT*

\* Trial Supplement — In addition to the fees indicated, the Plan will pay one half of the attorney's hourly rate fees for representation in trial beyond the third day of trial, for up to a maximum of \$800 per day up to a \$100,000 total trial supplement maximum.



### Document Preparation and Review

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
Affidavits	100%	\$75
Deeds	100%	\$100
Demand Letters Negotiations and Plan Attorney representation in litigation are not included	100%	\$75
Document Review	100%	\$100
Elder Law Matters (Counseling and document review of only documents pertaining to the participant's parents as affecting the participant)	100%	\$140
Mortgages	100%	\$70
Promissory Notes	100%	\$70

### Family Law

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
<b>Adoption and Legitimization</b>		
Uncontested	100%	\$650
Contested	100%	\$1,500, plus Trial Supplement*
<b>Guardianship or Conservatorship</b>		
Uncontested	100%	\$650
Contested	100%	\$1,500, plus Trial Supplement*
Name Change	100%	\$400
Prenuptial Agreement Available to Eligible Plan Member only	100%	\$750
<b>Protection from Domestic Violence</b> <b>Available to Eligible Plan Member only (eligible dependents are not covered)</b> <b>Preparation of Paperwork and Attendance at Hearing</b>	100%	\$425

\* Trial Supplement — In addition to the fees indicated, the Plan will pay the attorney's fees for representation in trial beyond the third day of trial, up to a maximum of \$800 per day up to \$100,000 total trial supplement maximum.

### Immigration

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
<b>Immigration assistance</b> Counseling on Preparing Forms and Hearing Preparation Plan Attorney attendance and representation in court is not covered.	100%	\$500

## Real Estate Matters

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
<b>Boundary or Title Disputes Primary Residence</b>		
Negotiation and Settlement	100%	\$500
Trial	100%	\$1,500, plus Trial Supplement*
<b>Eviction and Tenant Problems (Primary Residence - Tenant only)</b>		
Correspondence and Negotiations	100%	\$280
Eviction Trial Defense	100%	\$840, plus Trial Supplement*
<b>Home Equity Loan (Primary Residence)</b> Applies only to attorney who represents the plan member, not the attorney representing the lending institution	100%	\$350
<b>Home Equity Loan (Second or Vacation Home)</b> Applies only to attorney who represents the plan member, not the attorney representing the lending institution	100%	\$350
<b>Property Tax Assessment (Primary Residence)</b>		
Negotiation and Settlement	100%	\$270
File Request for hearing with Attendance at Hearing	100%	\$620 plus Trial Supplement *
<b>Refinance of home (Primary Residence, Second or Vacation home)</b> (Applies only to attorney who represents the Plan member, not the attorney representing the lending institution.)	100%	\$350
<b>Sale or Purchase of Home (Primary Residence, Second or Vacation Home)</b> Applies only to attorney who represents the plan member, not the attorney representing the lending institution	100%	\$500
<b>Security Deposit Assistance</b> <b>This service does not include Plan Attorney representation in lawsuit against a landlord, including an action for the return of a security deposit. Additionally, it does not cover a Plan attorney's attendance or representation at a small claims trial, collection activities after the judgment or any services related to post judgment actions.</b>		
Counseling on Preparing Small Claims Complaint and Trial Preparation	100%	\$150
Demand Letter/Negotiations	100%	\$250
<b>Zoning Applications</b>		
Preparation of Documentation	100%	\$250
Documentation / Attending Hearing	100%	\$500

\* Trial Supplement — In addition to the fees indicated, the Plan will pay the attorney's fees for representation in trial beyond the third day of trial, up to a maximum of \$800 per day up to \$100,000 total trial supplement maximum.

## Traffic and Criminal Matters

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
<b>Driving Privileges/Restoration of Suspended License</b>	100%	\$250
<b>Juvenile Court Defense</b>		

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
<b>Negotiation and Settlement</b>	100%	\$500
<b>Trial</b>	100%	\$1,200 plus Trial Supplement*
<b>Traffic Ticket Defense (No DUI)</b>		
Plea or Trial at Court form Minor Moving Violations	100%	\$250
Plea or Trial at Court for Serious Moving Violations Resulting in Jail Time or License Suspension	100%	\$500, plus Trial Supplement*

\* Trial Supplement — In addition to the fees indicated, the Plan will pay the attorney's fees for representation in trial beyond the third day of trial, up to a maximum of \$800 per day up to \$100,000 total trial supplement maximum.

### Wills and Estate Matters

Case Type	In-Network	Out-of-Network The Plan Will Pay Up to
<b>Living Wills</b>		
Individual	100%	\$75
Member and Spouse	100%	\$80
<b>Powers of Attorney</b>		
Individual	100%	\$65
Member and Spouse	100%	\$75
<b>Trusts</b>		
Individual	100%	\$325
Member and Spouse	100%	\$450
<b>Wills and Codicils</b>		
Individual	100%	\$150
Member and Spouse	100%	\$200

If there is any question about whether a service would be included or excluded, or the extent of coverage of a service, it is important to call MetLife Legal and receive confirmation as to whether and for how much a service is covered.

Plan Attorneys will handle probate matters at a fee of 10% less than the prevailing rate — subject to applicable law and court rules. The Covered Person must pay the reduced fee and all costs.

Plan Attorneys will handle personal injury matters whether the covered person is the plaintiff at a maximum fee of 25% of the gross award. The covered person is responsible for paying the attorney's fee and all costs.

## What Is Not Covered

### Pre-Existing Legal Matters

Any legal matter for which an attorney-client relationship existed prior to your becoming eligible for services under the MetLife Legal Plan will be excluded and no benefits will apply.

The Plan does not cover the following:

- > Employment-related matters, including company or statutory benefits;
- > Matters involving Citigroup, Citibank, N.A. and affiliates., MetLife® and affiliates, and Plan attorneys;
- > Matters in which there is a conflict of interest between employee and spouse/ partner or children, in which case services are excluded for the spouse/ partner and children;
- > Appeals and class actions;
- > Farm and business matters, including rental issues when the participant is the landlord;
- > Patent, trademark, and copyright matters;
- > Amounts due to third parties such as:
  - Court costs, filing fees or recording fees;
  - Fines;
- Judgements;
- Witness fees; or
- Transcripts.
- > Frivolous or unethical matters; and
- > Matters for which an attorney-client relationship exists prior to the participant becoming eligible for Plan benefits.

This list may change at any time.

## Items Not Listed and Not Excluded

If there is any question about whether a service would be included or excluded, or the extent of coverage, it is important to call MetLife Legal and receive confirmation as to whether a service is covered.

## Claiming Benefits

The following explains when and how to file claims for covered expenses under the Plan. For more information on your rights with respect to claims, please see the *Administrative Information* section of this Handbook.

### How to File Claims

Rules regarding claims depend on whether you receive your services in- or out-of-network, as shown below:

Source of Benefits	Claims Process
<i>In-Network Benefits</i>	You do not need to file a claim form.
<i>Out-of-Network Benefits</i>	Contact MetLife Legal Plans, the claims administrator, to obtain an out-of-network claim form. (See contact information below under "Where to Submit Claims".)

To have your claim considered for benefits, you must notify MetLife Legal Plans. MetLife will send you a claim form. After the matter is finished, the claim form must be completed and returned to MetLife with the attorney's final bill. Within 60 days of MetLife's receipt of the completed claim form and final bill, MetLife will pay the covered person up to the amount stated in the Non-Plan Attorney Fee Schedule. The covered person receiving services from the non-Plan Attorney will be responsible for making payment to the non-Plan Attorney for any expenses or fees incurred in excess of the amount paid by MetLife.

### *Where to Submit Claims*

The claims administrator is MetLife Legal Plans, Inc.:

MetLife Legal Plans, Inc.  
1111 Superior Avenue  
Cleveland, OH 44114

**1 (800) 821-6400**

8 a.m. to 8 p.m. Eastern Time

## Claims and Appeals

### Important COVID-19-Related Changes that Extend Claims and Appeals Deadlines

On May 4, 2020, the U.S. Departments of Labor and Treasury (the Agencies) issued guidance that temporarily extends the deadlines in place for certain benefit changes and processes associated with election, notification, payment and claims/appeals in connection with COVID-19, which was deemed a national emergency on March 1, 2020 (the National Emergency). To protect individuals from losing benefits, the Agencies extended deadlines that might have been missed during the National Emergency. The temporary extension of the deadlines was initially set to expire 60 days after the end of the National Emergency. The Agencies have revised their guidance to provide that your extended deadline will end on the earlier of one year from your original deadline or your original time limit after the end of the National Emergency (Agencies' deadline).

If your deadline to file a claim or appeal (outlined below) falls within the National Emergency, you will have until the Agencies' deadline to submit your claim or appeal.

For more information, contact MetLife Legal Plans, Inc., the Claims Administrator, or call the Citi Benefits Center via ConnectOne at **1 (800) 881-3938** for additional help. From the Benefits menu, select the appropriate option.

If you file a claim for benefits under the Citigroup Legal Benefits Plan (the "Plan"), your claim generally will be administered in accordance with the timetable outlined below. For additional details on the specific claims and appeals procedures, contact the applicable Claims Administrator.

## Notice of Adverse Benefit Determinations

If your claim is denied, you will receive a written or an electronic notice within 90 days after receipt of your claim (180 days if special circumstances apply and you are notified of the extension in writing within the initial 90-day period and informed of the anticipated benefit determination date. The explanation will include the following:

- > The specific reasons for the denial;
- > The specific reference to the Plan documentation that supports these reasons;
- > The additional information you must provide to perfect your claim and the reasons why that information is necessary;
- > The procedure available for a further review of your claim, including a statement regarding your right to bring action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (ERISA) if your claim is denied on review; and
- > A statement disclosing any internal rule, guideline, protocol or similar criterion relied on in making the adverse decision (or a statement that such information will be provided free of charge upon request), if applicable.

## Appeals

You have a right to appeal a denied claim for benefits by filing a written request for review of your claim with the Claims Administrator within 180 days after receipt of the notice informing you that your claim has been denied. The Claims Administrator will conduct a full and fair review of your claim and appeal. You or your representative may review Plan documents and submit written comments with your appeal. You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim.

The Claims Administrator's review will take into account all comments, documents and other claim-related information that you submit regardless of whether that information was submitted or considered in the initial benefit determination.

The Claims Administrator will reach a determination regarding your appeal 60 days after its receipt (120 days if the Claims Administrator determines that special circumstances require an extension and, before the expiration of the initial 60 days, you are notified in writing of the circumstances warranting the extension and the anticipated determination date).

## Notice of Benefit Determination on Appeal

You will receive a written or an electronic notice of the benefit determination upon review. In the event your claim is denied on appeal, the notice will provide:

- > The specific reason or reasons for the denial of the appeal;
- > Reference to the specific Plan provisions on which the benefit determination is based;
- > A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits;
- > A statement describing any voluntary appeal procedures offered by the Plan, if applicable, and a statement of your right to bring an action under Section 502(a) of ERISA; and
- > If an internal rule or guideline was relied on in making the adverse determination, either the specific rule or guideline, or a statement that such a rule or guideline was relied on in making the adverse determination and that a copy of such rule or guideline will be provided free of charge upon request.

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, regarding the Plan within 12 consecutive months after the date of receiving a final determination on review of your claim 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 any time a claim or appeal on the issue is under consideration by the appropriate fiduciary. If any different period to begin suit is specified in an insurance contract forming part of the 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 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 Plan is final.

# Citi Benefits