

# Basic Life, AD&D, GUL, and Supplemental AD&D Insurance

January 1, 2001

# Contents

Basic life and AD&D	1
Coverage amounts	1
Reduction in benefits	
When benefits are paid	
Definitions and limitations	
What is not covered	
Accidental ingestion of controlled drugs	
Accelerated benefits option	
Your beneficiary	
Assignments	
Definitions	
GUL and supplemental AD&D	
Coverage amounts	
For employees	
For dependents	
When benefits are paid	
Definitions and limitations	
What is not covered	
Special benefit payments	9
Special education benefit	
Spouse training benefit	
Child care center benefit	
Seatbelt and airbag benefit	
Accidental ingestion of controlled drugs	
Changing coverage amounts	
For employees	
For dependents	
Cash accumulation fund	
Accelerated benefits option	
Reinstatement of coverage	
Your beneficiary	
For employees	
For your dependents	
Assignments	
Definitions	14



# Basic life and AD&D

Basic life and accidental death and dismemberment (AD&D) is offered to all eligible employees of Citigroup and its participating subsidiaries. Basic life is insured by Metropolitan Life Insurance Company (MetLife). Basic AD&D is insured by the Life Insurance Company of North America (LINA), a subsidiary of CIGNA Corporation.

## **Coverage amounts**

Your basic life and AD&D benefit is equal to a multiple of your <u>total compensation</u> and varies by Citigroup operating company:

- All eligible employees of Citibank NA and Participating Companies, CitiStreet Institutional Division, or Citistreet Total Benefit Outsourcing, Citigroup Corporate Staff, CitiFinancial, Primerica Financial Services, American Health and Life Company, Citigroup Investment Group, and National Benefit Life Insurance Company have a basic life and AD&D benefit equal to one times total compensation rounded to the next higher \$1,000 to a maximum benefit of \$500,000; and
- Grandfathered Primerica employees earning less than \$25,000 have a basic life and AD&D benefit equal to two times total compensation rounded to the next higher \$1,000 to a maximum benefit of \$50,000.

# **Reduction in benefits**

If you continue to be actively employed by the Company, basic life benefits will be reduced by 35% in the year in which you reach the age of 65 and reduced by an additional 15% (total of 50%) in the year in which you reach the age of 70.

After age 70, basic AD&D reduces as follows:

- Ages 70-74 at date of loss reduces to 70% of principal sum;
- Ages 75-79 at date of loss reduces to 45% of principal sum;
- Ages 80-84 at date of loss reduces to 30% of principal sum; and
- Age 85+ at date of loss reduces to 15% of principal sum.

## When benefits are paid

If you die while covered under this Plan, Citigroup will pay to your beneficiary the amount of basic life benefit in effect on the date of your death.

Basic AD&D benefits will be paid to your beneficiary for the accidental loss of your life and to you for any other covered loss you sustain. Your AD&D benefit is called your "principal sum" and is equal to your basic life benefit. Partial benefits are paid for certain losses that do not result in the loss of your life. AD&D benefits will be paid upon receipt of notice and satisfactory proof of accidental loss. AD&D benefits are payable only if:

- The accident is the sole cause of the injury;
- That injury is the sole cause of the loss; and
- The loss occurs not more than 365 days after the date of that accident.



Benefit:
principal sum
¾ principal sum
1/2 principal sum
1/2 principal sum
1/2 principal sum
1/2 principal sum
1/2 principal sum
½ principal sum
1⁄4 principal sum
1/4 principal sum

AD&D benefits are paid in the event of death, dismemberment, paralysis, and loss of speech and/or hearing. Covered losses and benefit amounts are shown in the table below:

If a covered person suffers:

- One of the losses listed above as a direct result of the injuries, and from no other cause, within one year of the accident, a benefit will be paid; or
- More than one loss from an accident, the amount paid will be only for the loss with the largest benefit.

An additional benefit equal to 10% of the principal sum will be paid if:

- Bodily injury or death takes place while you are on Company business or on the Company premises;
- Bodily injury is a direct result of:
  - Robbery, holdup or attempted threat;
  - Kidnapping attending a holdup; or
  - Felonious assault inflicted by persons other than fellow employees or family members.



### Definitions and limitations

The following is a list of definitions and the limitations concerning losses:

- Loss means with regard to hand or foot, complete severance through or above the wrist or ankle joint (In South Carolina, the loss of four whole fingers from one hand equals the loss of one hand);
- Loss of an arm or leg means complete severance through or above the elbow or knee joint;
- Loss of an eye means total and irrecoverable loss of sight;
- Loss of speech means complete inability to communicate audibly in any degree;
- Loss of hearing means irrecoverable loss of hearing which cannot be corrected by any hearing aid or device;
- Loss of thumb and index finger means severance of each through or above the joint closest to the wrist (In California, loss of a thumb and index finger means loss by complete severance of at least one whole phalanx of each); and
- Paralysis means loss of use, without severance, of a limb. Paralysis must be determined by a
  physician to be complete and not reversible.

## What is not covered

No AD&D benefit will be made for any loss resulting from:

- Intentionally or attempted self-inflected injuries while sane or insane (In Missouri, injuries self-inflicted while insane are not excluded);
- Declared or undeclared war or act of war;
- Serving on full-time active duty for more than 30 days in any of the Armed Forces (Reserve or National Guard active duty for training is not excluded);
- Commission of a felony; or
- Sickness, disease, or bodily infirmity.

# Accidental ingestion of controlled drugs

The Plan provides special accident insurance for accidental ingestion of controlled drugs. The cost of emergency medical care needed for the accidental taking of a <u>controlled drug</u> will be paid under this Plan. The greater of the following policy benefits will be paid:

- Confinement as an inpatient in a hospital, whether or not operated by the state, up to 30 days
  per calendar year; and
- The covered costs incurred while not an inpatient, up to \$500 per calendar year.

# Accelerated benefits option

The accelerated benefits option (ABO) 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 \$250,000. The minimum amount that will be paid is the lesser of 25% of your basic life amount or \$7,500. The accelerated benefit will be paid in one sum unless you or your legal representative select another payment mode.



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

- A completed accelerated benefit claim form;
- A signed physician's certification that states you are terminally ill; and
- An examination by a physician of MetLife's choice, if requested and at no expense to you.

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

# Your beneficiary

Your beneficiary is the person or persons you choose to receive any benefit payable at your death. You must indicate these beneficiaries on the beneficiary designation form. If two or more beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no surviving beneficiary, your death benefit will be paid in one lump sum to the first surviving class of beneficiary in the following order:

- Your spouse;
- Your child or children;
- Your parent(s);
- Your sibling(s); or
- Your estate.

You cannot change your beneficiary if you have made an irrevocable assignment of your life insurance or if it is subject to restrictions by a divorce or other court order that has been filed with the Plan. Otherwise, you may change your beneficiary at any time by completing a new beneficiary designation form and sending it to your Benefits Service Center within 30 days of the date you sign the form. Once received and recorded, the change of beneficiary will take effect the date you sign the form.

## Assignments

You may assign your basic life insurance rights and benefits as a gift or viatical assignment. This means you can name someone else as the owner of your right, title and interest for your basic life insurance if the following actions are taken:

- A written form satisfactory to MetLife, affirming your assignment, has been completed;
- The written form has been signed by you and the assignee(s);
- Citigroup acknowledges that your basic life insurance being assigned is in force on the life of the assignor; and
- The written form is delivered to MetLife for recording.

After the assignment is completed, it cannot be changed or enhanced without written authorization from the assignee(s). Because of the various legal and tax implications involved, you may wish to consult both your attorney and tax adviser before assigning your basic life insurance benefit.



# Definitions

Active work or actively at work: An employee is performing all of the usual and customary duties of his/her job on a full-time basis. This must be done at the Company's place of business or a location to which the Company's business requires the employee to travel. The employee will be deemed to be actively at work during weekends or Company-approved vacations, holidays or business closures if the employee was actively at work on the last scheduled work day preceding such time off.

**Calendar year:** January 1 through December 31 of the same year. If you are a new enrollee, calendar year is the effective date of your enrollment through December 31 of the same year.

**Child care center:** A facility that is licensed, run according to law, including laws and regulations applicable to child care facilities, and provides care and supervision for children in a group setting, on a regular, daily basis.

**Company:** Participating subsidiaries of Citigroup.

Controlled drug: Those drugs that contain any substance:

- Subject to the federal Controlled Substance Act;
- Named as a depressant or a stimulant by federal food and drug law;
- Named by the Commissioner of Consumer Protection as having:
  - A stimulant, depressant or hallucinogenic effect on the higher functions of the central nervous system;
  - Having a tendency to promote abuse or psychological or physiological dependence, or both;
- Classified by type as:
  - Amphetamine;
  - Barbiturate;
  - Cannabis;
  - Cocaine;
  - Hallucinogenic;
  - Morphine;
  - Other stimulant or depressant; or
  - Is not alcohol, nicotine, or caffeine.

Covered person: An employee covered under this Plan.

**Employee:** A full-time employee or a part-time employee who is scheduled to work 20 hours or more per week.

The Plan or this Plan: Citigroup basic life and accidental death and dismemberment benefits plan.

Plan administrator: The Plans Administration Committee of Citigroup.



**Total compensation:** An annual rate of pay for salaried employees. Annual rate of pay for hourly employees is hourly rate times scheduled hours times 52. Total compensation includes:

- Bonus: annual bonus, excluding sign-on bonus;
- Differentials: off-hour premiums and other premiums delivered as a percentage of base pay; and
- Incentives/commissions: nonbonus payments that are based on performance and productivity and are generally recognized as a part of a bona fide incentive plan, excluding spot awards, recognition programs, relocation, gross-ups, imputed income, and benefits.

Total compensation on the date you become covered under this Plan will determine your benefits on that date. Your coverage automatically will increase each year if your total compensation increases. If you are not actively at work on the date of change in your total compensation, the change in your benefits will take place when you return to active work. Your basic life and AD&D coverage will be reduced if your total compensation decreases.

You and your: An employee who is insured under this Plan.



# GUL and supplemental AD&D

GUL and supplemental AD&D are offered to full-time employees and eligible dependents of Citigroup and its participating subsidiaries. GUL is insured by Metropolitan Life Insurance Company (MetLife). Supplemental AD&D is insured by the Life Insurance Company of North America (LINA), a subsidiary of CIGNA Corporation.

## **Coverage amounts**

You may elect GUL for yourself, your spouse, your domestic partner, and/or your dependent children. Supplemental AD&D coverage equal to the GUL coverage amount is automatically provided when you elect GUL for yourself and/or your eligible dependents.

### For employees

You may elect coverage in increments of one times **total compensation** to a maximum of 10 times your total compensation or \$5 million, whichever is less. Some employees may have coverage that exceeds 10 times total compensation on a grandfathered basis.

If you enroll for GUL within 31 days of your date of hire, you may elect coverage up to the lesser of three times your total compensation or \$1.5 million without medical evidence. Amounts in excess of this limit are subject to evidence of insurability.

### For dependents

Your spouse or domestic partner may be covered for up to three times your total compensation in increments of \$10,000 to a maximum of \$100,000. The minimum amount of coverage is \$10,000.

You may cover each of your dependent children in increments of \$5,000 up to a maximum of \$20,000. If a dependent child receives bodily injuries that result in a covered loss, then the Plan will pay double the benefit amount up to a maximum of \$50,000.

To elect coverage for your spouse, the Spouse GUL Insurance Enrollment Form must be completed. To elect coverage for your dependent children, you must indicate this election either on the Employee GUL Insurance Enrollment Form or on the Spouse GUL Insurance Enrollment Form. If the Child Rider is attached to the spouse's certificate, the spouse's signature is required to change that election. Spouse coverage may be elected even if employee coverage is not, although dependent child coverage may not be elected unless either employee or spouse coverage is elected.

## When benefits are paid

If you die while covered under this Plan, Citigroup will pay to your beneficiary the amount of GUL benefit in effect on the date of your death.

Supplemental AD&D benefits will be paid to your beneficiary for the accidental loss of your life and to you for any other covered loss you sustain. AD&D benefits will be paid upon receipt of notice and satisfactory proof of accidental loss. AD&D benefits are payable only if:

- The accident is the sole cause of the injury;
- That injury is the sole cause of the loss; and
- The loss occurs not more than 365 days after the date of that accident.



AD&D benefits are paid in the event of death, dismemberment, paralysis, and loss of speech and/or hearing. Covered losses and benefit amounts are shown in the table below:

For Loss of:	Benefit:
Life	principal sum
Both hands	principal sum
Both feet	principal sum
Entire sight of both eyes	principal sum
One hand and one foot	principal sum
One hand and entire sight of one eye	principal sum
One foot and entire sight of one eye	principal sum
Speech and hearing (both ears)	principal sum
Quadriplegia (total paralysis of both upper and lower limbs)	principal sum
One arm	principal sum
One leg	principal sum
Paraplegia (total paralysis of both lower limbs)	<sup>3</sup> ⁄4 principal sum
One hand	1/2 principal sum
One foot	1/2 principal sum
Entire sight of one eye	1/2 principal sum
Speech	1/2 principal sum
Hearing (both ears)	1/2 principal sum
Hemiplegia (total paralysis of upper and lower limbs on one side of body)	1/2 principal sum
Hearing (one ear)	1⁄4 principal sum
Thumb and index finger	1/4 principal sum

### Definitions and limitations

The following is a list of definitions and the limitations concerning losses:

- Loss means with regard to hand or foot, complete severance through or above the wrist or ankle joint (In South Carolina, the loss of four whole fingers from one hand equals the loss of one hand.);
- Loss of an arm or leg means complete severance through or above the elbow or knee joint;
- Loss of an eye means total and irrecoverable loss of sight;
- Loss of speech means complete inability to communicate audibly in any degree;
- Loss of hearing means irrecoverable loss of hearing which cannot be corrected by any hearing aid or device;
- Loss of thumb and index finger means severance of each through or above the joint closest to the wrist (In California, loss of a thumb and index finger means loss by complete severance of at least one whole phalanx of each.); and
- Paralysis means loss of use, without severance, of a limb. Paralysis must be determined by a
  physician to be complete and not reversible.



# What is not covered

No AD&D benefit will be paid for any loss resulting from:

- Intentionally or attempted self-inflicted injuries while sane or insane (In Missouri, injuries self-inflicted while insane are not excluded);
- Declared or undeclared war or act of war;
- Serving on full-time active duty for more than 30 days in any of the Armed Forces (Reserve or National Guard active duty for training is not excluded); and
- Sickness, disease, or bodily infirmity.

## Special benefit payments

The Plan provides special accident insurance for the following events:

- Special education benefit;
- Spouse training benefit;
- Child care center benefit;
- Seatbelt and airbag benefit; and
- Accidental ingestion of controlled drugs.

### Special education benefit

A special education benefit will be paid if the insured:

- Is covered under the "family plan;"
- Dies as the result of a covered accident;
- Is survived by a dependent child who:
  - On the date of the accident, was enrolled as a full-time student in any school beyond the 12th grade level; or
  - Was at the 12th grade level and later enrolls as a full-time student at a school of higher learning within 365 days after the accident.

The special education benefit is equal to 5% of the insured's principal sum, but not more than \$10,000. The benefit will be payable for each child:

- Once a year for not more than four straight years; and
- Only while the child continues as a full-time student at a school of higher learning.

If, at the time of accident, family plan coverage is in force but there is no dependent child who qualifies, the insured's designated beneficiary will be paid an additional benefit of \$1,000. This payment will be made in addition to all other policy benefits.

### Spouse training benefit

A spouse training benefit will be paid if the insured:

- Has dependent spouse coverage prior to the time of the accident;
- Dies within one year of, and as a result of, a covered accident; and
- Is survived by a dependent spouse.

The benefit will be payable for the insured's surviving spouse who:

- Enrolls within one year after the insured'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.



Life Insurance

The cost of such incurred expense will be paid for not more than:

- One year after the first retraining/refresher course begins; or
- \$10,000, whichever is less.

This payment will be made in addition to all other policy benefits.

### Child care center benefit

This benefit will be paid if the insured employee or insured spouse:

- Has coverage for his dependent children;
- Dies as the result of a covered accident;
- Is survived by a dependent child who:
  - On the date of the covered accident was enrolled in a legally licensed child care center; or
  - Is enrolled in a legally licensed child care center within 365 continuous days from the date of the accidental death; and
  - Is under 13 years of age.

The child care center benefit is payable for each child who qualifies:

- In an amount up to 5% of the insured employee's principal sum, but not more than \$10,000 per year; and
- Only while the dependent child continues to be enrolled in a legally licensed child care center.

This benefit will be paid once a year for not more than five years, or until the dependent child enters the first grade, whichever happens first. This benefit will be payable to the surviving spouse if the spouse has custody of the child. If there is no surviving spouse, or the child does not live with the spouse, then the benefit will be paid directly to the child's legally appointed guardian.

#### Seatbelt and airbag benefit

If the covered person dies as a result of a covered accident and the death benefit is payable under this Plan, the accident causing death must occur while the covered person is operating or riding as a passenger in an automobile and wearing a properly fastened, original, factory-installed seatbelt. The amount payable is 10% of the principal sum, up to \$25,000.

If the covered person is positioned in a seat protected by a properly functioning, original, factory-installed supplemental restraint system (SRS) that inflates on impact, an additional 5% of the principal sum will be payable, up to \$15,000.

Verification of the actual use of the seatbelt at the time of the accident and that the SRS inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

### Accidental ingestion of controlled drugs

The cost of emergency medical care needed for the accidental taking of a controlled drug will be paid under this Plan. The greater of the following policy benefits will be paid:

- Confinement as an inpatient in a hospital, whether or not operated by the state, up to 30 days
  per calendar year; or
- The covered costs incurred while not an inpatient, up to \$500 per calendar year.



# Changing coverage amounts

You may elect to increase or decrease GUL coverage amounts at any time.

### For employees

Increases to your GUL coverage are subject to satisfying the underwriting requirements of MetLife:

- The amount of insurance will be a multiple of your total compensation; and
- The change in your coverage amount will take effect on the day on which it is approved.

You must be actively at work on the date the change is to take effect. If you are not actively at work on such date, the change will take place on the first of the month following the date you return to active work.

### For dependents

Increases to your spouse or domestic partner GUL amount are subject to the following:

- The increase may not exceed the maximum benefit provided under the Plan;
- Your spouse or domestic partner must provide satisfactory evidence of insurance; and
- The change in coverage amount will take effect on the day it is approved.

Coverage amounts may also be increased if you experience a change in status. The change must be requested within 31 days of the qualifying event and may not be more than one multiple of total compensation. See **Family status event** for more information about qualifying events.

### Cash accumulation fund

You may contribute to the cash accumulation fund (CAF). Through the CAF, an amount can be deducted from your salary to be deposited into an account where it earns interest on a tax-deferred basis. The interest rate changes from time to time, but will never be less than 4% a year, compounded annually. Interest is credited to the CAF on the last day of each month.

You may request a partial cash withdrawal or loan against your CAF at any time. Requests for a partial cash withdrawal must be at least \$200. The maximum partial cash withdrawal is the current amount in your CAF less one month's cost of insurance, any loan, and loan interest.

Only one loan can be in effect at any time. The most you can borrow at any time is the current amount in your CAF just prior to the loan and less interest to the next Plan anniversary date at the current loan interest rate. The loan must be for at least \$200.

When a loan is made, you will be informed of the initial rate applicable to that loan. This initial rate of interest will be determined by using the published monthly average for the calendar month ending two months before the date of the loan. Advance notice will be given if the interest rate applicable to an existing loan will be changing. The maximum rate of interest may not exceed the higher of:

- The published monthly average for the calendar month ending two months before the Plan anniversary date at the beginning of the Plan year; or
- The rate used to compute the guaranteed interest rate of your GUL certificate for the Plan year, plus 1%.

You may repay all or part of a loan at any time. The minimum loan payment is \$100 and may **not** be made through payroll deduction.

At any time while GUL coverage is in effect, you may elect to use all or part of your CAF as a gross single premium to purchase a paid-up benefit.



For questions on the surrender policy, call the Benefits Service Center. For questions on your CAF balance, cash-out provisions, loans, or withdrawals, call 1-877-ASK-MET7 (1-877-275-6387).

Also, if you cancel or terminate your coverage, you will receive a letter concerning your CAF options, explaining the surrender policy and cash-out provisions. You may also elect to continue GUL coverage and continue to fund your CAF.

# Accelerated benefits option

The accelerated benefits option (ABO) 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. The accelerated benefit will be paid in one lump sum unless you or your legal representative select another payment mode.

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

- A completed accelerated benefit claim form;
- A signed physician's certification that states you are terminally ill; and
- An examination by a physician of MetLife's choice, if requested and at no expense to you.

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

Accelerated benefits will not be payable if:

- The death benefit has been assigned by you;
- All or a portion of your death benefit is to be paid to your former spouse as a part of a divorce agreement;
- You meet the requirements as a result of:
  - Attempting suicide;
  - Injuring 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 accelerated benefits in order for you to apply for, obtain, or keep a government benefit or entitlement.

### **Reinstatement of coverage**

To reinstate a GUL certificate that has been terminated for failure of payment, a former insured person must complete a Statement of Health form. Upon approval of coverage, the insured must pay all owed money in addition to two months' advance premium. Reinstatement must be requested within three years after the certificate lapsed. The effective date of the reinstated certificate will be the monthly anniversary on or next following the date the request is approved.



# Your beneficiary

Your beneficiary is the person or persons you choose to receive any benefit payable at your death. You must indicate these beneficiaries on the beneficiary designation form. If two or more beneficiaries are designated and their shares are not specified, they will share the insurance equally.

A person's rights as your beneficiary end if:

- That person dies before your death occurs;
- That person dies at the same time your death occurs; or
- That person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as beneficiary, unless you have chosen otherwise.

### For employees

If there is no surviving beneficiary, your death benefit will be paid in one lump sum to your estate. However, all or part of the amount may be paid to one or more of the following persons who are related to you and who survive you:

- Your spouse or domestic partner;
- Your child or children;
- Your parent(s);
- Your sibling(s).

### For your dependents

You cannot change your beneficiary if you have made an irrevocable assignment of your life insurance or if it is subject to restrictions by a divorce or other court order that has been filed with this Plan. Otherwise, you may change your beneficiary at any time by completing a new beneficiary designation form and sending it to MetLife at the following address within 30 days of the date you sign the form:

MetLife Voluntary Benefits, Administrative Services 177 South Commons Drive Aurora, IL 60504

Once received and recorded, the change of beneficiary will take effect the date you sign the form.

Unless you have designated on your request form a beneficiary other than yourself to receive these benefits, the benefits will be paid to:

- You, if you survive the dependent;
- 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.

If you have designated on your request form a beneficiary other than yourself to receive these benefits, the benefits will be paid to the person or persons you have designated.

If, when the dependent dies, more than one person is the dependent's beneficiary, they will share in the benefits equally, unless you have chosen otherwise.



# Assignments

Benefits under this Plan may be assigned as a gift or as collateral. However, no assignment will be binding unless it is submitted on an acceptable form to MetLife and the following conditions are met:

- A written form satisfactory to MetLife, affirming your assignment, has been submitted;
- The written form has been signed by you and the assignee(s);
- The written form is accepted by MetLife in writing; and
- The form is filed at MetLife.

MetLife assumes no obligation as to the validity or the sufficiency of any assignment.

# Definitions

Active work or Actively at work: An employee is working full days with the Company and is able to perform all activities of his or her job.

An employee will be deemed actively at work on any day that the employee is regularly scheduled to work but is away from work due to vacation, holiday, or other approved day off, other than away from work due to disability.

**Calendar year**: January 1 through December 31 of the same year. For new enrollees, the calendar year is the effective date of their enrollment through December 31 of the same year.

**Covered Person:** The person covered under this Plan. The covered person may be:

- The employee;
- The spouse of the employee who is legally married to the employee on the effective date;
- The domestic partner of the employee on the effective date; or
- The dependent child(ren) of the employee on the effective date.

If both husband and wife are employees or both domestic partners are employees, they cannot be covered as both an employee and a dependent.

**Employee:** A full-time employee of the Company, a part-time employee who is scheduled to work 20 hours or more per week.

**The Plan** or **this Plan:** The Group Universal Life Insurance Plan issued by MetLife and the Supplemental Accidental Death and Dismemberment Plan issued by LINA.

Plan administrator: The Plans Administration Committee of Citigroup.

**Published monthly average:** Moody's Corporate Bond Yield Average that is the Monthly Average Corporates, as published by Moody's Investors Service, Inc. or any successor to that service. If that average is no longer published, a substantially similar average, established by regulation issued by the insurance supervisory official of the state in which the group policy is delivered.

**Successor plan:** A replacement insurance plan for the employees or any class or classes of employees of the Company.



**Total compensation:** An annual rate of pay for salaried employees. Annual rate of pay for hourly employees is hourly rate times scheduled hours times 52. Total compensation includes:

- Bonus: annual bonus, excluding sign-on bonus;
- Differentials: off-hour premiums and other premiums delivered as a percentage of base pay; and
- Incentives/commissions: nonbonus payments that are based on performance and productivity and are generally recognized as a part of a bona fide incentive plan, excluding spot awards, recognition programs, relocation, gross-ups, imputed income, and benefits.

Total compensation on the date you become covered under this Plan will determine your benefits on that date. Your coverage automatically will increase each year if your total compensation increases. If you are not actively at work on the date of change in your total compensation, the change in your benefits will take place when you return to active work. Your basic life and AD&D coverage will be reduced if your total compensation decreases.

You and your: The covered person named on the certificate specifications page.



# About Your Life Insurance Benefits

January 1, 2001

# Contents

About your life insurance benefits	.1
Eligibility	. 2
For employees	. 2
For dependents	. 3
For domestic partners	. 4
Termination of relationship	. 4
Enrollment	
Basic life, basic AD&D and BTA	
GUL and supplemental AD&D	. 5
Family status event	. 6
Late enrollment	
Your contributions	.7
When coverage ends	. 8
Basic life, basic AD&D and BTA	. 8
GUL and supplemental AD&D	. 8
Continuing coverage	. 9
Basic life	. 9
Basic and supplemental AD&D	. 9
GUL	10
BTA	10
Claims and appeals	11
If your claim is denied	
ERISA information	12
Assistance with your questions	12
Administrative information	13
Future of the plans	13
Plan administration	13



# About your life insurance benefits

This document serves as both the Summary Plan Descriptions and official plan documents (hereinafter referred to as the "SPD") for eligible employees under life insurance benefit plans for Citigroup and Citibank and their operating companies. Citigroup reserves the right to change or discontinue any or all of the benefits coverage or programs described here at any time, with or without notice.

This SPD describes the benefits and programs available to Citigroup employees (hereinafter referred to as Citigroup, unless otherwise specified). The life insurance benefits summarized in this section describe the basic life, basic and supplemental accidental death and dismemberment (AD&D), Group Universal Life (GUL), and Business Travel Accident (BTA) Insurance plans sponsored by Citigroup.

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

This SPD was designed to be your primary source of benefits information. Refer to it for information about your benefits and share them with your family members.

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

If you have any questions about this SPD or certain provisions of your benefit plans, please call your Benefit Service Center:

- For Citigroup employees: Call ConnectOne at 1-800-881-3938.
- For Citibank employees: Call the Employee Information & Services Line (EISL) at 1-800-947-2484.



# Eligibility

You and your eligible dependents may enroll in certain life insurance plans sponsored by Citigroup.

For purposes of this section:

- Core benefits are basic life and AD&D and Business Travel Accident.
- Optional benefits are GUL and supplemental AD&D.

# For employees

Eligibility to enroll in the life insurance plans varies by Citigroup operating company:

- For Citibank employees:
   You are considered a Citibank employee if you work for Citibank NA and Participating Companies, CitiStreet Institutional Division, or CitiStreet Total Benefit Outsourcing.
   You are eligible to enroll in optional Citigroup benefits and to receive Company-sponsored core benefits if you are an active full-time employee of Citigroup or its affiliates or a part-time employee regularly scheduled to work 20 or more hours a week. You are also eligible if you are on an approved leave of absence.
- For Citigroup Corporate Staff: You are eligible to enroll in optional Citigroup benefits and to
  receive Company-sponsored core benefits if you are an active full-time employee of Citigroup
  or its affiliates or a part-time employee regularly scheduled to work 20 or more hours a week.
- For CitiFinancial employees: You are eligible to enroll in optional Citigroup benefits and to receive Company-sponsored core benefits if you are an active full-time employee of Citigroup or its affiliates or a part-time employee regularly scheduled to work 20 or more hours a week.
- For American Health and Life Company employees: You are eligible to enroll in optional Citigroup benefits and to receive Company-sponsored core benefits if you are an active fulltime employee of Citigroup or its affiliates or a part-time employee regularly scheduled to work 20 or more hours a week.
- For Citigroup Investment Group employees: You are eligible to enroll in optional Citigroup benefits and to receive Company-sponsored core benefits if you are an active full-time employee of Citigroup or its affiliates or a part-time employee regularly scheduled to work 20 or more hours a week.
- For Primerica Financial Services employees: You are eligible to enroll in optional Citigroup benefits and to receive Company-sponsored core benefits if you are an active full-time employee of Citigroup or its affiliates.
- For National Benefit Life Insurance Company employees: You are eligible to enroll in optional Citigroup benefits and to receive Company-sponsored core benefits if you are an active full-time employee of Citigroup or its affiliates.



# For dependents

### Your eligible dependents are:

- Your lawfully married spouse, or state-recognized common law spouse;
- Each of your children who are unmarried, rely on you for financial support, and are:
  - Under the age of 19\* years; or
  - Under the age of 25\* and a full-time student (12 or more credits per semester) who are attending an accredited school or college.
- Not in the military;
- Not residing outside the U.S. or Canada (except for expatriates); and
- An employee's domestic partner and/or his or her children, provided the children of the domestic partner meet all the other qualifications of a dependent, as described in this section.

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

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

\* Coverage will remain in effect through December 31 of the year in which the child reaches the maximum age or is no longer a full-time student. Coverage ends at midnight on the date a dependent gets married or obtains a full-time job.

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

A spouse or domestic partner must be under the age of 70 to be eligible for supplemental AD&D coverage.

Eligible dependent children are further defined as:

- Your natural children;
- Your legally adopted children (For purposes of coverage under the life insurance plans, an adopted child will be considered an eligible dependent when placed in your home in anticipation of adoption, when primary financial support begins, or when the adoption becomes final, whichever occurs first);
- Your stepchildren who live in your household full-time in a regular parent-child relationship; and
- A child permanently residing in your household for whom you are the legal guardian.

If one of your eligible dependent children becomes incapable of self-sustaining employment due to mental retardation or physical handicap and is covered under the life insurance plan prior to reaching age 19 (or age 25 if a full-time student), this child may continue to be considered an eligible dependent under this Plan beyond the date his/her eligibility for coverage would otherwise end. You must provide written proof of this incapacity to the Claims Administrator when requested. This eligible dependent must meet all other eligibility qualifications for coverage to be continued.



# For domestic partners

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

- Medical, though Citigroup domestic partner benefits are not available through some HMOs;
- Dental;
- Health Care Spending Account, provided your domestic partner and eligible dependent child(ren) are considered tax dependents under Section 152 of the Internal Revenue Code (IRC);
- Group Universal Life (GUL) insurance for domestic partners and term life insurance for children;
- Accident insurance (AD&D);
- Discount vision program; and
- Business Travel Accident (BTA) insurance.

You cannot cover both a spouse and a domestic partner. To enroll a domestic partner and/or his or her children, an employee must sign an affidavit affirming that he or she meets Citigroup's eligibility criteria for domestic partner coverage, and complete a Certification of Domestic Partner's Tax Status.

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

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

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

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

\* Coverage will remain in effect through December 31 of the year in which the child reaches the maximum age or is no longer a full-time student. Coverage ends at midnight on the date a dependent gets married or obtains a full-time job.

### Termination of relationship

If you have enrolled your domestic partner and his or her children in Citigroup benefits coverage and you terminate your domestic partnership, you must notify Citigroup by completing a Termination of Domestic Partnership Form within 31 days of the event. Contact your Benefits Service Center for this form.

If you enroll a partner and terminate the domestic partner relationship, you will be required to wait six months before enrolling a new domestic partner in the Citigroup benefit plans.



# Enrollment

You and your family members may enroll in certain life and accident plans sponsored by Citigroup.

For purposes of this section:

- Core benefits are basic life and AD&D and Business Travel Accident.
- Optional benefits are GUL and supplemental AD&D.

# Basic life, basic AD&D and BTA

You automatically will be covered under the basic life and AD&D and BTA Plans on your first day of employment. If you are not actively at work because of sickness or injury on the date your coverage (or change in coverage) would otherwise become effective, it will not be effective until the first day you come to work.

# GUL and supplemental AD&D

You, your eligible spouse, domestic partner, and/or dependent children may enroll in the GUL and supplemental AD&D Plan within 31 days of your date of hire.

- You must complete a Group Universal Life Insurance Enrollment Form to elect employee coverage;
- Your spouse must complete a Spouse Group Universal Life Insurance Enrollment Form to elect spouse coverage. You do not have to be enrolled in GUL and supplemental AD&D to elect coverage for your spouse unless you are a resident of Texas (See further enrollment information about Texas residents below.);
- Requests for dependent child(ren) coverage may be made on *either* your or your spouse's Enrollment Form;
- The amount of insurance may not exceed the lesser of ten times your <u>total compensation</u> or \$5,000,000; and
- The amount of insurance will be a multiple of your total compensation.

**Note:** If you and your spouse/domestic partner are both employees of the Company, you may elect coverage as an employee of the Company or as the spouse of a Company employee, but not both.

Your Benefits Service Center must receive your enrollment form by the 15th day of the month for coverage to be effective the following month. Forms received after the 15th, but before the first of the month, will be effective as of the second month following enrollment. Any overpayment will be refunded by the Claims Administrator upon written request.

Because your spouse owns his or her GUL certificate, your spouse's signature is required to make coverage changes. At any time, your spouse may elect to decrease coverage, subject to the GUL Plan minimum limits, or to cancel coverage. Decreases and cancellations will be effective as of the first of the month after your Benefits Service Center receives the form.

**If you are a Texas resident:** Effective January 1, 1997, you must enroll for employee GUL coverage to elect spouse GUL coverage. In addition, spouse coverage may not exceed half of the employee coverage amount. Coverages in effect prior to January 1, 1997, have been grandfathered.



# Family status event

You, your eligible spouse, domestic partner, and/or dependent children may enroll in or increase GUL coverage by one time without providing evidence of insurability within 31 days of a qualified family status event.

Examples of family status events are:

- Your marriage, divorce, or legal separation;
- Termination of domestic partnership;
- The change of employment status of you or your spouse or dependent such as a termination of commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence and a change in worksite;
- The birth, adoption, placement for adoption or the gain of a child through marriage;
- The loss of coverage eligibility for a dependent child who, for example, obtains a full-time job, attains the maximum age of eligibility, gets married, or recovers from a disability;
- The loss or gain of coverage under your spouse's, dependent's or other employer's plan;
- The death of an eligible dependent;
- The issuance of a Qualified Medical Child Support Order;
- A change in the place of your residence or that of your spouse or dependent; and
- Purchase of a house.

All changes must be consistent with the qualified family status event. However, you may choose either to increase or decrease your life coverages if the election change follows a change in marital status or a change in employment status of your spouse or dependent.

You must make changes to your life insurance benefits *within 31 days* of a qualified family status event by calling your Benefits Service Center. The change will be effective on the date of your call, and any change in contribution will go into effect as of the next available pay period. If the Benefits Service Center does not receive a signed confirmation of your change in family status within 10 days after the date of your call, coverages you elected over the phone will be canceled.

## Late enrollment

You, your spouse, and your eligible children who wish to apply for coverage after the initial GUL enrollment period and not within 31 days of a qualified family status change, may do so only by providing a statement of health, regardless of level of coverage. A statement of health form can be obtained from your Benefit Service Center. Upon approval by MetLife, coverage for the applicant will begin the first of the following month.



# **Your contributions**

Basic life, basic AD&D, and BTA are core benefits, which means you are not required to make any premium payment or contribution to be covered.

GUL and supplemental AD&D is an optional benefit. If you wish to participate, you must elect GUL and supplemental AD&D coverage and pay premiums through payroll deductions using after-tax dollars. Coverage will not be reduced when you reach age 65. Premiums will include the cost of the insurance. Premiums are adjusted each January 1 based on age, smoker/nonsmoker status, and level of coverage. Nonsmokers are covered at lower rates than smokers. GUL premiums are paid through payroll deductions. If you stop paying premiums through payroll deductions and you have money accumulated in a Cash Accumulation Fund (CAF), GUL premiums will be deducted from the CAF. If there is no CAF value or when the value of the CAF is no longer sufficient to cover the cost of the monthly GUL coverage, you will be considered delinquent in your payments.

If you are delinquent on any payments (GUL premiums or CAF loan interest), you have 60 days to pay any amount due with no penalty. If, after 60 days, you have not paid the amounts due, the certificate will be considered no longer in effect and coverage will be canceled as of the last day for which premiums were paid. If you die during those 60 days, the Claims Administrator will pay the death benefit in full, less all premiums, loans, interest payments, and penalties due on the certificate.

If you leave the Company for any reason, you may continue your GUL coverage by paying premiums directly to the Claims Administrator.



# When coverage ends

The life and accident plans described in this summary will automatically terminate if certain events occur.

# Basic life, basic AD&D and BTA

Basic life, basic AD&D and BTA coverage automatically will terminate on the earliest of the following dates:

- The date the coverage terminates; or
- The date your employment terminates or you otherwise cease to be eligible for coverage.

# GUL and supplemental AD&D

GUL and supplemental AD&D coverage will end:

- If the coverage ends in whole or in part;
- On the day before the covered person becomes 95 years of age;
- On the day before the covered person elects a paid-up benefit;
- When the full cash value of the death benefits on the account of the covered person has been paid; or
- On the last day of the period for which a payment is required to be made if a payment required to cover the cost of these benefits is not made.

Your dependents' GUL and supplemental AD&D coverage will end on the earliest of:

- The date your death benefit ends;
- The date of your death;
- The day before you become covered for paid-up benefits;
- When the full cash value of the death benefit in effect on the covered person has been paid;
- The date a dependent ceases to be a dependent; or
- If you do not make a payment that is required for the cost, it will end on the last date of the period for which a payment is made.



# Continuing coverage

You may elect to continue your life insurance coverage under certain circumstances.

# **Basic life**

You may elect to convert your basic life coverage to an individual policy if:

- You are no longer employed by the Company;
- You cease to be eligible for coverage; or
- The Plan ends.

After any of these events, you have 31 days to request continuing coverage under an individual policy. The premium for the new policy will be based on the class of risk to which you belong, your age on the effective date of the new policy, and the type and face amount of the new policy.

You will be responsible for paying your premiums directly to the Claims Administrator. If you die during this 31-day period, a death benefit will be paid to your beneficiary(ies) in the amount of coverage that could have been bought under the new policy.

The amount of your coverage under your individual policy will be limited:

- If your basic life coverage ceases because you are no longer employed by the Company or cease to be eligible for coverage, your individual policy will be limited to the amount of life insurance on the date your basic life coverage ends;
- If your basic life coverage ceases because the Plan ends or is modified and you have been covered under the Plan, your individual policy will be limited to the amount of life insurance on the date your basic life coverage ended less any amount of life insurance for which you may be eligible under any group policy that takes effect within 45 days after your basic life coverage ends; or
- If your basic life coverage ends due to total disability, your individual policy will be limited to the amount of life insurance on the date your basic life coverage ended less the amount of life insurance that is replaced within 45 days after your basic life coverage ends.

To continue your coverage, call 1-877-ASK-MET7 (1-877-275-6387) or e-mail solutions@metlife.com.

## Basic and supplemental AD&D

You may elect to convert your basic and supplemental AD&D if:

- You are no longer employed by the Company;
- You cease to be eligible for coverage;
- You are under age 70; or
- The Plan ends.

After any of these events, you have 31 days to request converting coverage to an individual policy. The premium for the new policy will be based on the class of risk to which you belong, your age on the effective date of the new policy, and the type and face amount of the new policy.



Life Insurance

The amount of supplemental coverage under your individual policy must be:

- In \$1,000 increments;
- Not less than \$25,000 or the amount of coverage on the date your basic and supplemental AD&D coverage ended; and
- Not more than \$250,000.

Your dependents may also convert their supplemental AD&D coverage when they cease to be eligible for any reason except a dependent reaching age 25.

# GUL

You have the option to convert to an individual policy or to continue your GUL coverage on a direct pay basis when:

- You are no longer employed by the Company;
- You cease to be eligible for coverage (except for age of employee and/or spouse); or
- The Plan ends.

Your spouse/domestic partner may elect to continue his/her coverage when the marriage is dissolved, domestic partnership dissolves, or following your death. Your dependent child(ren) may elect to continue coverage when he/she becomes ineligible for coverage.

Within 31 days after notification of any of these events, the insured will receive an option letter from MetLife providing him/her with the opportunity to continue the coverage on a direct bill basis.

The premium for the new policy will be based on the class of risk to which the insured belongs, age on the effective date of the new policy, and the type and face amount of the new policy. Participants retiring/terminating from the Company who elect to continue their coverage on a direct billing basis will have a rate increase on the first of the month after which they left the Company. Participants retiring prior to January 1, 2002, have the option of electing to continue their coverage on a direct billing basis effective January 1, 2002. You will be responsible for paying your premiums directly to MetLife. If you die during this 31-day period, a death benefit will be paid to your beneficiaries in the amount of coverage that could have been continued under the direct bill arrangement.

# BTA

You may elect to convert your BTA coverage to an individual accidental death and dismemberment policy if:

- You are no longer employed by the Company;
- You cease to be eligible for coverage (except for age); or
- The Plan ends.

After any of these events, you have 31 days to request continuing coverage under an individual policy. The premium for the new policy will be based on the class of risk to which you belong, your age on the effective date of the new policy, and the type and face amount of the new policy.

The amount of coverage under your individual accidental death and dismemberment policy must be:

- In \$1,000 increments;
- Not less than \$25,000 or the amount of coverage on the date your basic and supplemental AD&D coverage ended; and
- Not more than \$250,000.

Your dependents may also convert their BTA coverage when they cease to be eligible for any reason except age.



# **Claims and appeals**

To report a claim and obtain a claim form, you or your beneficiary should call the Benefits Service Center. A "claim" is defined as any request for plan benefits made in accordance with the plan's reasonable claims filing procedure. A representative can help you or your beneficiary file a claim. The claim form contains instructions on how to complete the form and where to send it. To expedite the claim, you or your beneficiary should read the form carefully and answer all questions completely. When the claim has been processed, you or your beneficiary will be notified of the benefits paid.

Under ERISA, a Claims Administrator has 90 days to evaluate a claim, determine whether benefits will be paid, and notify you in writing with the status of your claim. In some cases, an additional 90 days may be needed and you will be notified of this during the first 90-day period.

You will receive an explanation of benefits statement indicating whether your claim was covered and if so, at what level. If you have questions, call the Plans Administration Committee directly.

# If your claim is denied

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

- The specific reasons for the denial;
- The specific references in the plan documentation on which the denial is based;
- A description of additional material or information you must provide to perfect your claim and the reasons why that information is necessary;
- The steps to be taken to submit your claim for review; and
- The procedure for further review of your claim.

You have a right to appeal a denied claim by filing a written request for review of your claim with the Claims Administrator within 60 days of the date of the written notification informing you that your claim was denied. Once you have requested this review, you may submit additional information and comments on your claim to the Plan as long as you do so within 30 days of the date you asked for a review. Also, during the 30-day period, you may review any pertinent documents held by the plan, if you make an appointment in writing to do so.

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

The Claims Administrator will conduct a full and fair review of your claim and appeal and notify you of its final decision within 60 days (120 days if special circumstances apply, which you will be notified about in writing prior to the expiration of the original 60-day period).



# **ERISA** information

As a participant in the Citigroup benefit plans, you have rights under the Employee Retirement Income Security Act of 1974, as amended (ERISA). The ERISA rights outlined here apply to all benefits described in the summaries, except the Dependent Care Spending Account.

ERISA entitles you to:

- Examine all plan documents (including group insurance policies where applicable) and copies
  of all documents filed with the U.S. Department of Labor (and available at the Public
  Disclosure Room of the Pension and Welfare Benefit Administration) such as annual reports
  and plan descriptions. You can review these documents at no cost to you at the location of
  the Plans Administration Committee;
- Obtain copies of all plan documents and other plan information upon written request to the Plans Administration Committee. The Plans Administration Committee may charge a reasonable fee for copying the documents; and
- Receive a copy of the plans' annual financial reports. Citigroup automatically sends a summary of this information to all participants each year to meet its legal obligation.

In addition to creating rights for plan participants, ERISA imposes obligations on plan fiduciaries, the people responsible for the operation of an employee benefit plan. Under ERISA, fiduciaries must act prudently and solely in the interest of plan participants and their beneficiaries. No one, including your employer or any other person, may fire you or discriminate in any way against you to prevent you from obtaining a pension benefit or for exercising your rights under ERISA. If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. For more information see the **Claims and appeals** section.

Under ERISA, there are steps you can take to enforce the rights described above. For example, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plans Administration Committee to provide the materials and pay you up to \$110 a day until you receive them, unless the materials were not sent for reasons beyond the Plans Administration Committee's control.

If your claim for benefits is denied or ignored, in full or in part, you may file suit in a state or federal court. If you believe the plan fiduciaries are misusing their authority under the plan or if you believe you are being discriminated against for asserting your rights, you may request assistance from the U.S. Department of Labor or file a suit in federal court. The court will decide who should pay court costs and legal fees. If your suit is successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees. One instance in which you may be required to pay court costs and legal fees is if the court found your suit to be frivolous.

# Assistance with your questions

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



# Administrative information

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

# Future of the plans

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

Citigroup reserves the right to amend, modify, suspend, or terminate any plan, in whole or in part, at any time without prior notice. Citigroup may make any such amendment, modification, suspension, or termination of the plans. Citigroup's decision to change or terminate any of the plans may be due to changes in the federal or state laws governing retirement benefits, the requirements of the Internal Revenue Code or ERISA, or for any other reason.

## **Plan administration**

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

The Plan Administrator and Claims Administrators may designate other organizations or persons to carry out specific fiduciary responsibilities in administering the plan including, but not limited to, the following:

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

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

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



# Plan information

	Citigroup	Citibank	
Employer Identification Number	52-1568099	13-5266470	
Participating Companies	American Health and Life Company, CitiFinancial, Citigroup Corporate Staff, Citigroup Investment Group, Primerica Financial Services, and National Benefit Life Insurance Company	Citibank NA and Participating Companies, CitiStreet Institutional Division, and CitiStreet Total Benefit Outsourcing	
Plan numbers			
<ul> <li>Basic life and AD&amp;D, GUL and supplemental AD&amp;D</li> </ul>	506	506	
<ul> <li>Business Travel Accident</li> </ul>	510	507	
Plan sponsor	Citigroup Inc. 75 Holly Hill Lane Greenwich, CT 06830		
Plan administrator	Citigroup Inc. Plans Administration Committee 1 Court Square, 15th Floor Long Island City, NY 11120		
Claims Administrators			
<ul> <li>Basic life and GUL</li> </ul>	Metropolitan Life Insurance Company 1 Madison Avenue New York, NY 10010		
<ul> <li>Basic and supplemental AD&amp;D</li> </ul>	Life Insurance Company of North America 1601 Chestnut Street Philadelphia, PA 19192		
<ul> <li>Business Travel Accident</li> </ul>	Life Insurance Company of North America 1601 Chestnut Street Philadelphia, PA 19192		
Agent for service of legal process	Citigroup Inc. General Counsel 399 Park Avenue, 3rd Floor New York, NY 10043		
Plan year	January 1 – December 31		
Funding	Basic Life, Basic AD&D, GUL, supplemental AD&D, and BTA are all fully insured.		
Type of Administration	The plans are administered by the Claims Administrators. Benefits are paid from the funds provided by the Plan sponsor on behalf of the plans in accordance with the terms of their contracts. The Claims Administrators do not guarantee the benefits under the plan.		