



Business Travel Accident Insurance

January 1, 2001

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Business Travel Accident

Business Travel Accident (BTA) is offered to eligible Citigroup employees and nonemployees. The Plan is administered by the Life Insurance Company of North America (LINA), a subsidiary of CIGNA Corporation.

Coverage amounts

The Plan provides 24-hour accident insurance while traveling on an approved trip made on behalf of the Company. This Plan provides accident insurance only and pays benefits for bodily injury. It does not provide coverage for sickness. The following is only a partial description of the principal provisions and definitions of the insurance coverage. Complete terms and conditions are set forth in LINA Group Policy Number ABL 654603.

For employees and certain nonemployees

All persons who fit the description of one of the eligible classes listed below are covered by this Plan:

- **Class I:** All regular full-time and part-time employees have benefit coverage equal to the principal sum of five times total compensation to a maximum benefit of \$2,000,000;
- **Class II:** All non-employee directors have benefit coverage equal to the principal sum of \$1,000,000; and
- **Class III:** All consultants, guests and prospective employees who have not yet been offered or accepted employment and who are traveling at the request and expense of Citigroup have benefit coverage equal to the principal sum of \$150,000.

Your coverage automatically will increase each year if your annual salary increases. If you are not actively at work on the date of the change in your annual salary, the change in your benefits will take place when you return to active work. BTA coverage will be reduced if your annual salary decreases.

For dependents

The spouse, domestic partner, and/or dependent children of a covered person are considered **Class IV** insured persons and have benefit coverage under the Plan.

- An eligible spouse or domestic partner has benefit coverage equal to the principal sum of \$150,000; and
- Each eligible dependent child has benefit coverage equal to the principal sum of \$25,000.

When benefits are paid

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:

<i>For loss of:</i>	<i>Benefit:</i>
Life	principal sum
Two or more members	principal sum
Speech and hearing (both ears)	principal sum
Quadriplegia (total paralysis of both upper and lower limbs)	2 times principal sum
One member	½ principal sum
Paraplegia (total paralysis of both lower limbs)	principal sum
Speech	½ principal sum
Hearing (both ears)	½ principal sum
Hemiplegia (total paralysis of upper and lower limbs on one side of the body)	principal sum
Thumb and index finger of same hand	¼ principal sum

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.

Definitions and limitations

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

- Member means hand, foot and eye;
- Loss of a hand means that all of the hand is severed through or above the wrist joint (In South Carolina, the loss of four whole fingers from one hand equals the loss of one hand.);
- Loss of a foot means that all of the foot is severed through or above the ankle joint;
- Loss of an eye means total and irrevocable loss of sight in that eye;
- 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 a thumb and an index finger of the same hand means loss by complete 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.);
- Paralysis means loss of use, without severance, of a limb. Paralysis must be determined by a physician to be complete and not reversible; and
- Severance means complete separation and dismemberment of the limb from the body.

No payment will be made for loss caused by or resulting from:

- Suicide, attempted suicide, or whenever a covered person injures himself on purpose, while sane or insane (In Missouri only, this does not apply if covered person was insane.);
- War or acts of war in the United States;
- Injury while a covered person is on full-time active duty in the armed forces; or
- Any bacterial infection that was not caused by an accidental cut, wound, or food poisoning.

If one or more covered persons suffer a common loss as a result of the same aircraft accident, the maximum the Plan will pay in the aggregate to all beneficiaries is \$75,000,000.

This is an accident-only policy. This Plan does not pay benefits for loss caused by or resulting from illness, disease, or bodily infirmity.

Benefits by class

For **Class I and III** insured persons, the Plan provides 24-hour accident insurance while traveling on Company business and the Plan provides coverage while or in the event of:

- A passenger on any commercial or Company-owned aircraft;
- Flying as a licensed pilot or a crewmember of an aircraft that has a valid certificate of airworthiness;
- Commuting, but only during strike or major breakdown of a public transportation system;
- On personal deviation/sojourn from a business trip;
- Hijacking, air piracy, or any unlawful seizure or attempted seizure of an aircraft;
- A felonious assault upon the insured or robbery, common law or statutory larceny, theft or hijacking;
- Any acts of terrorism;
- Any travel by international staff between their assignment location and their designated home leave location and other travel by international staff for which Citigroup pays the transportation costs;
- A bomb scare, search, explosion on Citigroup premises; or
- Any war or acts of war outside of the United States.

For **Class II** insured persons, the Plan provides 24-hour accident insurance while traveling to, from and attending Meetings of the Board of Directors. The Plan provides coverage while or in the event of:

- A passenger on any commercial or company owned aircraft;
- Flying as a licensed pilot or a crewmember of an aircraft that has a valid certificate of airworthiness;
- On personal deviation/sojourn from a business trip;
- Hijacking, air piracy, or any unlawful seizure or attempted seizure of an aircraft;
- A felonious assault upon the insured or robbery, common law or statutory larceny, theft or hijacking;
- Any acts of terrorism;
- A bomb scare, search, explosion on Citigroup premises; or
- Any war or acts of war outside of the United States.

For **Class IV** insured persons, the Plan provides 24-hour accident insurance while accompanying an insured person on a business/relocation trip paid for by Citigroup. The Plan provides coverage while or in the event of:

- A passenger on commercial or company owned aircraft;
- Flying as a licensed pilot or a crewmember of an aircraft that has a valid certificate of airworthiness;
- Hijacking, air piracy, or any unlawful seizure or attempted seizure of an aircraft;
- A **felonious assault** upon the insured or robbery, common law or statutory larceny, theft or hijacking;
- Any acts of terrorism;
- A spouse and/or children of international staff traveling between the insured person's assignment location and designated home leave location, as well as any other travel for which Citigroup pays the transportation cost;
- Children of international staff while traveling between school and the insured person's post of assignment, provided Citigroup pays the transportation costs;

- A bomb scare, search, explosion on Citigroup premises; or
- Any war or acts of war outside of the United States.

Your beneficiary

Your beneficiary is the person or persons designated to receive any benefit payable at your death.

For U.S. and Canadian employees: Benefits will be paid according to the beneficiary designation in effect at the time of payment for this Plan. If there is no beneficiary, then benefits will be paid in accordance with the life insurance Plan. If there is no beneficiary named or still living at the time of the insured's death, any proceeds due under this Plan will be paid to the first surviving of the following beneficiaries in the following order:

- Your spouse;
- Your child(ren);
- Your parent(s);
- Your siblings; and then
- 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.

For employees outside the U.S. and Canada: Benefits will be paid to the policyholder, as trustee.

Additional benefit provisions

The Plan also provides or extends coverage for specific situations or accidents. Please read this section for more information about these benefit provisions.

Seatbelt benefit

The Plan will pay an additional accidental death benefit per covered person up to a maximum of 20% of the covered person's benefit, not to exceed \$25,000, if the covered person suffers loss of life as a result of a covered accident that occurs while the covered person is driving or riding in a private passenger car, if:

- The car is equipped with seatbelts;
- The seatbelt was in actual use and properly fastened at the time of the accident;
- The position of the seatbelt is certified in the official report of the accident or by the investigating officer. A copy of the police report must be submitted with the claim; or
- If certification is not available and it is unclear whether the covered person was properly wearing a seatbelt, then the Plan will pay a fixed benefit of \$1,000 to the designated beneficiary.

In the case of a child, seatbelt means a child restraint device, approved by the National Highway Traffic Safety Administration, which is secured and being used as recommended by its manufacturer for children of like age and weight, at the time of the accident.

Accidental ingestion of controlled drugs

The Plan will pay benefits for the cost of emergency medical care needed for the accidental taking of a controlled drug. The Plan will pay the greater of:

- The cost of an inpatient confinement up to 30 days per calendar year; or
- Covered costs incurred while not an inpatient up to \$500 per calendar year.

Extraordinary commutation

The Plan will pay benefits for a covered loss from an accident that occurs while you are commuting directly between your home and Company premises where you normally work, if:

- You use an alternate means of transportation for such commutation; or
- It is necessary to use such means of transportation due to discontinuance of service, strike, or major breakdown of one or more public conveyance transportation systems that you regularly use in commuting.

This coverage does not include any activity that:

- Is not reasonably related to commuting;
- Is not incidental to commuting; or
- Occurs prior to the end of the period of time for which coverage is provided above.

Coma benefit

If, as a result of a covered accident, you or an eligible dependent is injured, and becomes comatose within 31 days of the accident and remains comatose for an additional 31 days (the “waiting period”), this Plan will pay an additional benefit of 1% of the covered person’s principal sum per month. Monthly payments cease on the earliest of:

- The end of the month in which the covered person dies;
- The end of the 11th month for which this benefit is payable; or
- The end of the month in which the covered person recovers from the coma.

If the covered person dies as a result of the covered accident while this coma benefit is payable or remains comatose after this benefit is payable for 11 straight months, the Plan will pay a lump sum benefit equal to the principal sum for accidental death. This amount will be reduced by the amount payable for any accidental dismemberment, loss of sight, speech, hearing, or paralysis benefits paid to the covered person for the loss caused by the covered accident. In this event, benefits will not be paid under the policy for accidental death.

A person is considered “comatose” or “in a coma,” if he or she is in a profound stupor or state of complete and total unconsciousness as a result of an accident.

Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity, or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.

Definitions

Acts of terrorism: Violence which is committed against noncombatants, premeditated and politically motivated and committed by a person or persons not acting on behalf of a sovereign state or clandestine state agents. It does not include loss caused by or resulting from nuclear radiation or the release of nuclear energy.

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

Company: Participating subsidiaries of Citigroup.

Covered person: An eligible person and any eligible dependent 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.

Felonious assault: An act of violence against the insured as an employee or custodian of the policyholder or an act that reasonably puts the insured in fear of physical violence to his person.

The Plan, or this Plan: The Business Travel Accident Plan issued by LINA.

Plan administrator: The Plans Administration Committee of Citigroup.

Personal deviation: An activity that is not reasonably related to the policyholder's business, is not incidental to the policyholder's business, and occurs prior to the scheduled end of the business travel.

Policyholder: Participating subsidiaries of Citigroup.

Private passenger car: A validly registered four-wheel passenger car (including policyholder-owned cars), station wagons, jeeps, pickup trucks, and van-type cars.

Total compensation: Determined each year on May 1st, or your eligibility date, if later. Total compensation consists of base pay, including annual bonus, differentials, overtime, incentives, and commissions. Excluded are sign-on bonuses, spot awards, recognition programs, relocation, gross-ups, and imputed income.

You and your: The covered person.



About Your Life Insurance Benefits

January 1, 2001

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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 full-time 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 **total compensation** 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.

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, U.S. Department of Labor, 200 Constitution Avenue NW, Washington DC 20210. The Pension and Welfare Benefits Administration's New York City branch is located at 1633 Broadway, Room 226, New York, NY 10019. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

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		
▪ Basic life and AD&D, GUL and supplemental AD&D	506	506
▪ Business Travel Accident	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		
▪ Basic life and GUL	Metropolitan Life Insurance Company 1 Madison Avenue New York, NY 10010	
▪ Basic and supplemental AD&D	Life Insurance Company of North America 1601 Chestnut Street Philadelphia, PA 19192	
▪ Business Travel Accident	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.	