



# **Salary Continuation and Long Term Disability Benefits**

## Disability Income Insurance

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## Salary Continuation and Long Term Disability Plan

We are pleased to present you with a Summary Plan Description for the Citigroup Salary Continuation and Long Term Disability Plan that became effective January 1, 2002. The Summary Plan Description is not an insurance contract. It is a comprehensive explanation of your benefits, designed to help you understand your disability coverage. The Salary Continuation and Long Term Disability Plan is subject to ERISA guidelines, as defined in the Statement of ERISA Rights.

Citigroup recognizes the value of your services and the impact your absence can have on the organization. Therefore, your disability benefits have been designed with a goal of rehabilitation and return to work in mind.

In order to best serve all Citigroup employees, we have united multiple benefit plans to create a harmonized disability plan design that applies across the various operating companies. Minor differences in coverage do still exist, based on the practices of the different insurance companies underwriting the coverage. Supplements are provided at the end of this document to explain specific policy provisions for each operating company.

Please read this document carefully and keep it with your other important documents for future reference. If you have any questions about the Summary Plan Description or your coverage under the Citigroup Salary Continuation and Long Term Disability Plan, please contact your Human Resources department.

### ***About This Document***

This document is intended to summarize your coverage under the Citigroup Salary Continuation and Long Term Disability Plan. Should there be any discrepancy between the provisions outlined in this document and the insurance contract(s) produced by the insurance companies, the provisions of the insurance contracts shall prevail. Further details about your coverage can be obtained from the insurance contracts.

This Summary Plan Description is the Plan Document for the Salary Continuation Plan. The Plan Document for the Long Term Disability Plan consists of the Summary Plan Description and the related insurance contracts.

As the Claims Administrators, the insurance companies are the named fiduciaries for adjudicating claims for benefits under the Plan, and for deciding any appeals of denied claims. The Claims Administrators shall have the authority, in their discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Claims Administrators shall be final and binding on participants and beneficiaries to the fullest extent permitted by law.

If you are currently out of work for a disability that began prior to 1/1/02, you are not covered under this document. MetLife is the Claims Administrator for any claims formerly administered under the Citibank Long Term Disability Plan or its predecessors.

If benefits are overpaid on your claim, you will be required to reimburse the Plan within 60 days, or the Plan will have the right to reduce future benefits until reimbursement is made. The Plan also has the right to recover such overpayments from your estate.

Citigroup reserves the right to terminate or amend this plan at anytime without notice.

***Covered Business Units***

The covered business units include:

- The Associates
- Citi Asset Management
- Citi Global Relationship Bank
- Citi Private Bank
- Citibank
- Citibank Diners
- Citibank Standard
- CitiCards
- CitiCapital
- CitiFinancial
- Citigroup Corporate
- Citigroup Global Markets Inc. (Salomon Smith Barney)
- CitiStreet
- CitiStreet RSD
- Corporate and Investment Bank
- National Benefit Life
- Primerica Financial Services
- Travelers Life and Annuity

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## Citigroup Salary Continuation (Short Term Disability) Plan

Citigroup provides Salary Continuation (Short Term Disability) coverage as a core benefit at no cost to eligible employees. The Salary Continuation Plan is intended to provide income protection when an employee is out of work due to injury, illness, or pregnancy.

Depending on the length of your service with Citigroup, Salary Continuation will provide payments of 100% or 60% of your base salary for an approved disability leave of up to 13 weeks. If you were given credit for past service (either you were rehired or worked in the past for what is now a Citigroup company), your length of service will be adjusted accordingly.

### Eligibility

All active employees of Citigroup Inc. who are benefits eligible as determined per the policy of each Citigroup operating company, and who are citizens or legal residents of the United States or Canada and not temporary or seasonal employees, are eligible for Salary Continuation benefits, to a maximum of 13 weeks, as long as they have completed one month of continuous service as an employee.

Part-time employees of CitiFinancial are not eligible for Salary Continuation benefits.

You are an active employee if you:

- Are an eligible employee working for the employer doing all the material and substantial duties of your occupation at your usual place of business or some other location that your employer's business requires you to be;
- You are absent from work solely due to vacation days, holiday, scheduled days off or approved leaves of absence not due to disability, up to a maximum of 16 weeks.

### Effective Date of Coverage

If you were an active employee on January 1, 2002, your coverage became effective January 1, 2002.

If you became an active employee after January 1, 2002, your coverage is effective after you have completed one month of continuous service as an employee.

### Definition of Total Disability

Disabled or Disability means that, due to sickness, pregnancy, or accidental injury, you are:

- receiving appropriate care and treatment from a doctor on a continuing basis; and
- medically unable to perform the essential duties of your own occupation for any employer because of a physical or mental impairment.

You are not considered to have a disability if your illness, injury, or pregnancy only prevents you from commuting to and from work.

**Effective January 1, 2004:** Total Disability means that due to a serious health condition, pregnancy, or injury, you are unable to perform the essential duties of your regular occupation for more than seven consecutive calendar days.

You are not considered to have a disability if your illness, injury, or pregnancy only prevents you from commuting to and from work.

The elimination period is seven calendar days. Beginning the day after you satisfy the elimination period, salary continuation, if eligible and approved, will commence retroactive to your first scheduled work day. To qualify, you must be receiving appropriate care and treatment from a licensed health care provider on a continuing basis.

## Schedule of Benefits

For benefits eligible employees, the following schedule applies:

<b>Years of Service</b>	<b>Weeks at 100% of Base Salary</b>	<b>Weeks at 60% of Base Salary</b>	<b>Total Weeks of Base Salary</b>
Less than 1 Month	0	0	0
1 Month but less than 1 Year	1	12	13
1 Year but less than 2 Years	4	9	13
2 Years but less than 3 Years	6	7	13
3 Years but less than 4 Years	8	5	13
4 Years but less than 5 Years	10	3	13
5 Years or more	13	0	13

Employees in the CitiCards business covered under the Partners in Accountability program (sometimes referred to as Value Time) will continue to receive eight weeks of Salary Continuation at 100% of base salary regardless of service, and then will continue according to the grid above for the remaining five weeks.

For Citigroup Corporate and Investment Bank Financial Consultants, Account Executives, Financial Consultant Associates, and Investment Associates, the following schedule applies:

<b>Years of Service</b>	<b>Minimum Benefit (% of total compensation)</b>	<b>Plus Additional Benefit</b>	<b>Maximum Benefit (% of total compensation)</b>
1 Month but less than 3 Years	60%	Commissions	100%
3 Years but less than 7 Years	70%	Commissions	100%
7 Years or more	80%	Commissions	100%

Salary Continuation benefits may be offset by any monies owed to Citigroup and/or by any state benefits.

## Taxation of Benefits

Salary Continuation benefits are taxable as ordinary income. Citigroup will withhold taxes on these benefits, and will also withhold deductions for other employee benefits.

## Sick Days and Disability

Sick time accrued by legacy employees of Citibank and The Associates was set aside in a “frozen sick bank” as of December 31, 2001. The time is expressed in days and will be kept separate from any time off allocation for 2002 and future years.

If you have a frozen sick bank, you can use the time to supplement your pay in these situations:

- If you have less than five years of service, you can use frozen sick bank days (frozen sick bank days cannot be prorated) to receive a total of 100% of base salary for up to 13 weeks while on an approved STD leave;
- If your total compensation is equal to or greater than \$50,001, you do not elect LTD coverage, and you have an approved disability that continues beyond the 13-week Salary Continuation period, you can use your frozen sick bank days to receive 100% of base salary for up to 52 weeks from the first day of your approved disability leave;
- If you use your annual allocation of sick days and need additional time off for an illness or injury of less than a week (time away from work for an illness or injury that doesn't need to be reported to Citigroup's disability administrator), you may be able to use your frozen sick bank days. Note: this provision does not apply to CIB employees or employees of Emerging Markets and Asset Management.

Once your approved disability continues beyond 13 weeks and you have LTD coverage — either company paid or employee paid — you no longer can use frozen sick bank days to offset or supplement the 60% LTD coverage.

If your Total Compensation is equal to or greater than \$50,001 per year and you do not elect employee paid LTD coverage, you can use your frozen sick time after 13 weeks of Salary Continuation until either

you have used all your time or you reach week 52. After week 52, your employment will be terminated and you will forfeit all remaining sick days, just as you would if you terminated employment or retired.

## Recurrent Disabilities

A recurrent disability is one which results from the same cause as a prior disability claim, during a specified period of time. You are able to claim benefits for approved recurrent disabilities without having to satisfy an additional waiting period.

Periods of disability for the same or related cause or causes will be considered the same period of disability if separated by a return to work of less than 14 days. (One work day is greater than four hours).

If you return to work for less than 14 days and become disabled again with the same condition, the benefits described under **Schedule of Benefits** will resume from the point you returned to work for a maximum of 13 weeks, less the amount of time you were at work.

## Statutory Disability Benefits

You may be eligible for statutory disability benefits if you work in California, Hawaii, New Jersey, New York, Puerto Rico, or Rhode Island.

To file a claim in the following three states, call ConnectOne at 1-800-881-3938 and choose the Disability option.

- California
- New Jersey
- New York

For Hawaii, call 800-779-6249.

For Puerto Rico, call 800-826-0547.

For Rhode Island, call 401-462-8466.

## Exclusions

You will not receive Salary Continuation benefits for the following:

- A disability when your care is not supervised by a qualified physician;
- Injuries caused by war, international armed conflict, riot, or civil disobedience;
- Intentional self-inflicted injury;
- A disability that begins during an unapproved leave of absence;
- A disability that results from the commitment or attempted commitment of a felony, assault, battery, other public offense, or during incarceration; or
- A disability that results from cosmetic surgery, which is a surgical procedure that is not necessary to correct a sickness or injury.

## Continuation of Other Benefits

While you are out of work on Salary Continuation, your coverage continues under other benefit plans in which you were participating. While receiving salary continuation, benefit premiums will be deducted from the payments made to you. If you go into an unpaid status, you will be billed for your regularly scheduled contributions to keep your benefits in force.



You will continue to earn vacation days during your Salary Continuation absence if you return to work full-time within thirteen weeks. If your absence exceeds thirteen weeks, you will not earn any vacation days during your disability.

## Filing a Claim

You should file a Short Term Disability claim as soon as you know you will be out of work for more than seven calendar days due to a non-work related illness or injury (work related illness or injury is covered under Workers' Compensation).

To file a claim, call ConnectOne at (800) 881-3938; for text telephone service, dial (888) 807-9896.

If you belong to either of the groups listed below, you will be referred to CIGNA Life Insurance Company of New York.

- Citigroup Global Markets Inc. (Salomon Smith Barney) employees and Citibank employees who are part of the Asset Management, Private Bank, Corporate and Investment Bank divisions (except Puerto Rico), and other groups on the Corporate and Investment Bank payroll
- Expatriates

All other Citigroup employees will be referred to MetLife.

The Claims Administrator will provide you with the appropriate forms and can help you file for statutory disability benefits where applicable.

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

- Personal information such as name, SSN, date of birth, and current contact information;
- Employment information including your manager's name and contact information, your occupation, your last day worked (prior to your disability), and when you expect to return to work;
- Medical information including details on your illness or injury, dates of treatment, name and contact information for your physician(s).

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

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

## If Your Claim is Denied

If your claim for benefits is denied, you will receive a written notice from your Claims Administrator, stating the reason for denial. You have 180 days to file a written request for reconsideration. The Claims Administrator will then have 45 days from their receipt of your request to respond.

## Returning to Work

The case manager will work with you and your manager regarding any reasonable adjustments to your usual job or accommodations to your work site. Although the case manager will continue to follow-up with

Citigroup and with your physician(s) for the duration of your claim, it is your responsibility to keep your manager and your Human Resources department informed of your progress. Citigroup may request that you provide a Fitness for Duty form before you return to work.

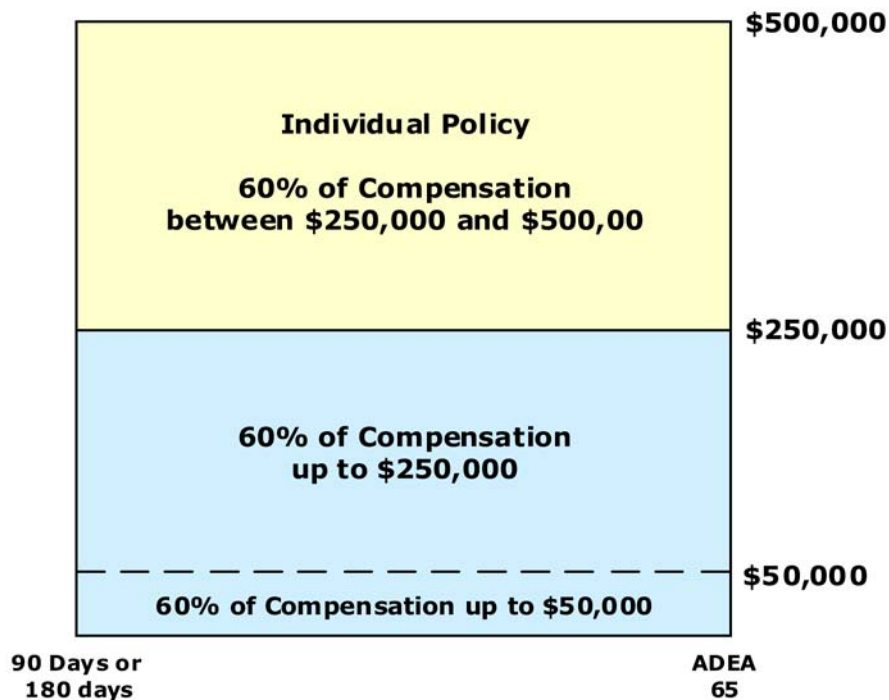
## Citigroup Long Term Disability (LTD) Plan

The Citigroup Long Term Disability Plan covers 60% of annual Total Compensation up to \$500,000. The maximum Monthly Benefit payable is \$25,000 per month.

Total Compensation under the Citigroup Long Term Disability Plan is calculated in July of each year and becomes effective on January 1 of the following year. Benefits are determined as of your short term disability (salary continuation) date. Total Compensation includes: salary paid from the prior calendar year, commissions paid from the prior calendar year, bonuses paid in the prior calendar year (excluding annual incentive bonus paid in February of the prior year), and annual incentive bonus paid in February of the current year for prior year performance.

Citigroup provides LTD coverage as a core benefit, at no cost, to eligible employees whose Total Compensation is less than \$50,001 per year. Eligible employees whose Total Compensation is \$50,001 per year or greater must elect for Long Term Disability coverage and pay premiums via payroll deductions.

The Plan covers Total Compensation up to and including \$250,000 per year through a group policy. Employees who elect LTD coverage and whose Total Compensation exceeds \$250,000 per year are eligible for additional coverage through portable, individual policies.



The amount of individual policy coverage an employee is eligible for may be reduced based on an employee's age or by individual policy coverage he or she maintains independent of the coverage provided under the Citigroup Long Term Disability Plan. New individual policies can only be issued to employees age 70 and under who are United States or Canadian citizens or residents.

The sum of an employee's group and individual policy coverage under the Citigroup Long Term Disability Plan, however, will never be less than 60% of his or her Total Compensation (subject to the maximum monthly benefit of \$25,000). If the amount of individual policy coverage issued to an employee is reduced, the employee's group insurance will increase commensurately. Employees who cannot be issued individual policies will receive their entire benefit through group insurance.

Individual policies issued under the Citigroup Long Term Disability Plan are non-cancellable and guaranteed renewable, meaning that the insurance company cannot cancel the policy or change its terms without permission. Any individual policy coverage that you acquire through the benefit will remain part of your Citigroup LTD benefit if you transfer between Citigroup operating companies that are covered by different insurance companies. If you terminate your employment with Citigroup, you can maintain your individual policy coverage by making premium payments directly to the insurance company.

Because multiple insurance carriers underwrite the Citigroup LTD Plan, you should refer to the Supplements at the end of this document in order to obtain more specific policy details for your coverage. The Supplements provide information on the following topics:

- Eligibility
- Effective Date of Coverage
- Definition of Disability
- Pre-Existing Conditions
- When Benefits Begin
- How Benefits Are Paid
- When Benefits End
- Waiver of Premium
- Recurrent Disabilities
- Family Survivor Benefits
- Other Insurance
- Exclusions and Limitations
- Filing A Claim
- Termination of Coverage

To determine which Supplement applies to you, please see **Supplements**.

## **Electing into the Citigroup LTD Plan**

If your Total Compensation is greater than \$50,001 per year, you must apply to become covered during the first enrollment period in which you are eligible to apply for coverage or, if you are a new hire and/or become eligible for benefits, you must apply to become covered during the first 31 days following your date of hire.

If you do not apply during this period, you will be required to provide evidence of good health, satisfactory to the insurance companies. Your coverage will become effective only when the insurance companies approve your evidence of good health.

You may be able to elect into the plan without providing evidence of good health if you incur one of the following qualified family status changes and elect coverage within 31 days of the change:

- you get married
- your marriage is dissolved through divorce or civil annulment
- you legally separate from your spouse
- your spouse dies
- you acquire a dependent child (by birth or otherwise)
- your spouse becomes employed or unemployed.

Participation in the LTD Plan is voluntary and you may cancel your coverage at any time.

To cancel your coverage or to enroll as a Late Entrant, call ConnectOne at (800) 881-3938; for text telephone service, call (888) 807-9896.

## Sick Days and Disability

Sick time accrued by legacy employees of Citibank and The Associates was set aside in a “frozen sick bank” as of December 31, 2001. The time is expressed in days and will be kept separate from any time off allocation for 2002 and future years.

If you have a frozen sick bank, you can use the time to supplement your pay in these situations:

- If you have less than five years of service, you can use frozen sick bank days (frozen sick bank days cannot be prorated) to receive a total of 100% of base salary for up to 13 weeks while on an approved STD leave;
- If your total compensation is equal to or greater than \$50,001, you don't elect LTD coverage, and you have an approved disability that continues beyond the 13-week Salary Continuation period, you can use your frozen sick bank days to receive 100% of base salary for up to 52 weeks from the first day of your approved disability leave;
- If you use your annual allocation of sick days and need additional time off for an illness or injury of less than a week (time away from work for an illness or injury that doesn't need to be reported to Citigroup's disability administrator), you may be able to use your frozen sick bank days. Note: this provision does not apply to CIB employees or employees of Emerging Markets and Asset Management.

Once your approved disability continues beyond 13 weeks and you have LTD coverage — either company paid or employee paid — you no longer can use frozen sick time to offset or supplement the 60% LTD coverage.

## Conversion Privilege

You may be eligible to convert up to \$3,000 of CIGNA or MetLife group coverage to a long term disability conversion plan when your employment with Citigroup ends, as long as you were enrolled in the LTD plan for the 12 months prior to your termination. The conversion plan only provides coverage for long term disabilities. Evidence of good health will not be required.

The format, benefits provided, premium, and other terms of the conversion coverage may differ from those provided under the Citigroup LTD Plan. You must contact the Benefits Service Center through ConnectOne to apply for the conversion plan within 31 days after your coverage under the Citigroup LTD Plan ends.

The individual policy coverage purchased by the Plan is fully portable and can be maintained by paying premiums directly to the insurance company. At such time as your employment with Citigroup ends, a letter explaining how to keep the individual policy will be sent to your home address.

## Continuation of Other Benefits

If you are on an approved Long Term Disability leave, call the Benefits Service Center about your rights to continue medical, dental, vision care, and/or spending account coverage. You will be billed directly for your regularly scheduled contributions in order to remain covered under these plans.

Your Basic Life Insurance will continue at no cost to you for the first 39 weeks of your Long Term Disability. After 39 weeks, you may convert your coverage to an individual policy by calling MetLife at (800) 523-2894. For the first 13 weeks of your disability (i.e. Salary Continuation), you may continue your Group Universal Life Insurance at active rates. Your premiums will be deducted from your Salary Continuation checks. After 13 weeks, you will be billed directly for monthly premiums. Failure to pay premiums will result in the termination of your coverage.

Your Vision coverage will end after 13 weeks of disability, and you will no longer be eligible to contribute to a Dependent Care Spending Account. All Flexible Spending Accounts can be contributed to on an after-tax basis through the end of the plan year.

After 13 weeks of disability, your 401(k) contributions will cease. If you have an outstanding loan, you will have the option to pay the loan in full, default, or continue making monthly payments by personal check.

In applicable states, you will be paid for any earned and unused vacation days that were available to you at the time your disability began. You will begin earning vacation days on the day you return on a full-time basis. Any earned and unused floating holidays will be forfeited, except in the state of California.

If you return from your disability your medical, dental, and Group Universal Life Insurance will continue. Premium payments will resume through payroll deductions. You will have the option to enroll in the Vision Plan and the Flexible Spending Account. To enroll you must call the Benefits Service Center within 30 calendar days of your return to work.

You can also contribute to the 401(k) plan by contacting the Human Resources department. Any loan repayments will resume through payroll deductions.

If your employment is terminated while you are on Long Term Disability (52 weeks from your first day of Short Term Disability):

- Medical coverage may continue at active employee rates according to the schedule below.

Length of Service	Continuation Period for Medical Coverage from Week 52
Less than 2 years	Six months
2 years to less than 5 years	Equal to length of service
5 years or more	As long as employee is disabled or has not reached his/her age limit for receiving LTD benefits

*Note: The continuation period runs concurrent with COBRA (Consolidated Omnibus Budget Reconciliation Act), which allows employees and their covered dependents to continue health care coverage, at their own expense, under certain circumstances when coverage would otherwise end.*

- Dental coverage may be continued after 52 weeks through COBRA.
- Health Care Spending Account coverage may be continued after 13 weeks through COBRA until the end of the plan year.
- Vision care may be continued after 13 weeks through Davis Vision.
- Basic life insurance is discontinued after 52 weeks, but it may be converted to an individual policy at higher rates.
- Group Universal Life (GUL) insurance is discontinued after 52 weeks, but the coverage is portable and may be converted to an individual policy at higher rates.

Other plans maintained by Citigroup may subrogate against the Citigroup LTD Plan and Claims Administrators without regard to the hold harmless rule.

## Plan Termination

The right is reserved in the Plan for the Plan Sponsor to terminate, suspend, withdraw or amend the Plan in whole or in part at any time, subject to the applicable provisions of the insurance contracts.

Your rights upon termination or amendment of the plan are set forth in your Certificate of Insurance.

## Statement of ERISA Rights

As a participant in this Citigroup Salary Continuation and Long Term Disability Plan you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974. All plan participants are entitled to:

- Receive information about your plan and benefits.
- Examine, without charge, at the Plan Administrator's office, all plan documents including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor such as annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator who may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report which the law requires the Plan Administrator of certain plans to provide to each plan participant. (Unless there are reasons beyond the control of the Plan Administrator, materials that you request should be received within 30 days. If they are not, you may file suit in a federal court. The court may require the Plan Administrator to pay up to \$110 for each day's delay until the materials are received.)
- Receive a written explanation of the reasons why your claim for benefits has been denied in whole or in part and a review and reconsideration of your claim.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. These people are called fiduciaries, and they must act prudently and with the sole interests of you and other participants in mind.

No one, not even your employer, may terminate your employment or discriminate against you in order to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. When you are eligible to receive benefits under this plan, you must request a claim form or obtain instructions for submitting your claim telephonically or electronically, from the Plan Administrator. All claims you submit must be on the claim form or in the electronic or telephonic format provided by the Claims Administrator. If these forms or instructions are not available, you must provide a written statement of proof of loss. After you have completed the claim form or written statement you must submit it to the Plan Administrator.

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

The Claims Administrator has 45 days from the date it receives your claim for disability benefits, or 180 days from the date it receives a claim for any other benefit, to determine whether or not benefits are payable in accordance with the terms and provisions of the policy. The Claims Administrator may require more time to review your claim if necessary due to circumstances beyond its control. If this should happen, the Claims Administrator must notify you in writing that its review period has been extended for up to two additional periods of 30 days (in the case of a claim for disability benefits), or one additional period of 90 days (in the case of any other benefit). If this extension is made because you must furnish additional information, these extension periods will begin when the additional information is received. You have up to 45 days to furnish the requested information.

During the review period, the Claims Administrator may require a medical examination of the insured, at its own expense; or additional information regarding the claim. If a medical examination is required, the Claims Administrator will notify you of the date and time of the examination and the physician's name and location. It is important that you keep any appointments made since rescheduling examinations will delay the claim process. If additional information is required, the Claims Administrator must notify you, in writing, stating the information needed and explaining why it is needed.

If your claim is approved, you will receive the approved benefit from the Claims Administrator.

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

- The specific reason(s) the claim was denied.
- Specific reference to the policy provision(s) on which the denial was based.
- Any additional information required for your claim to be reconsidered, and the reason this information is necessary.
- In the case of any claim for a disability benefit, identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
- A statement informing you of your right to appeal the decision, and an explanation of the appeal procedure, as outlined below.

Whenever a claim is denied, you have the right to appeal the decision. You (or your duly authorized representative) must make a written request for appeal to the Claims Administrator within 60 days (180 days in the case of any claim for disability benefits) from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

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



The Claims Administrator has 60 days from the date it receives your request to review your claim and notify you of its decision (45 days, in the case of any claim for disability benefits). Under special circumstances, the Claims Administrator may require more time to review your claim. If this should happen, the Claims Administrator must notify you, in writing, that its review period has been extended for an additional 60 days (or 45 days, in the case of any claim for disability benefits). Once its review is complete, the Claims Administrator must notify you, in writing, of the results of the review and indicate the plan provisions upon which it based its decision.

If you are improperly denied a welfare benefit in whole or part, you may file suit in a federal or state court. If you believe plan fiduciaries are misusing plan funds, or if you are discriminated against for asserting your rights, you may request assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees.

If you are successful, the court may order the person you have sued to pay these costs and fees, but if you lose you may be required to pay the costs and fees, for example, if the court finds that your claim is frivolous.

If you have any questions about your plan contact your Plan Administrator. If you have any questions about this statement, or your rights under ERISA you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

## Plan Information

<b>Employer Identification Number</b>	Citigroup Inc. — EIN: 52-1568099
<b>Plan Numbers</b>	Salary Continuation — Plan # 529 Long Term Disability — Plan # 530
<b>Plan Sponsor</b>	Citigroup Inc. 399 Park Avenue New York, NY 10022
<b>Plan Administrator</b>	Plans Administration Committee of Citigroup Inc. One Court Square, 15th Floor Long Island City, NY 11120
<b>Claims Administrators</b>	<ul style="list-style-type: none"> <li>• CIGNA Life Insurance Company of New York</li> <li>• MetLife</li> <li>• CIGNA International</li> <li>• Provident</li> <li>• Unum International</li> </ul> <p>Contact information for the administrators is provided in the Supplements at the end of this document.</p>
<b>Plan Year</b>	January 1 – December 31
<b>Plan Type</b>	Welfare Benefit
<b>Plan Funding</b>	Employer and Employee Contributions. The Plan is funded through insurance contracts, a trust, and general assets of the company.
<b>Agents for Service of Legal Process</b>	<p>Claims Administrators — Contact information for each Claims Administrator is in the Supplements.</p> <p>Plan Administrator — Contact information for the Plan Administrator is found above.</p>

## Supplements

Following are three supplements that contain additional information about the coverage provided for different segments of the Citigroup population. The supplements are designed to provide information specific to the terms of each Claims Administrator. In cases where the information in the supplement differs from the information described previously, the information in the supplement prevails.

**Supplement A** applies to Citigroup Global Markets Inc. (Salomon Smith Barney) employees, as well as Citibank employees who work in the Private Bank, Asset Management, or Corporate and Investment Bank divisions. Coverage for these employees is provided by CIGNA and Provident.

Supplement A does not apply to expatriates or employees working in Puerto Rico.

**Supplement B** applies to all employees who are not expatriates, Citigroup Global Markets Inc. (Salomon Smith Barney) employees, or Citibank employees working in the Private Bank, Asset Management, or Corporate and Investment Bank divisions. Coverage for these employees is provided by MetLife.

Supplement B includes all employees working in Puerto Rico, and employees in the following operating companies:

- The Associates
- Citi Global Relationship Bank
- Citibank
- Citi Diners
- Citibank Standard
- CitiCards
- CitiCapital
- CitiFinancial
- Citigroup Corporate
- CitiStreet
- CitiStreet RSD
- National Benefit Life
- Primerica Financial Services
- Travelers Life and Annuity

**Supplement C** applies to employees who are designated as expatriates (regardless of operating company). Coverage for these employees is provided by CIGNA International, Unum International, and Provident.

If you have any questions about which supplement applies to you, feel free to call Winged Keel Group, Inc., administrator of the Citigroup Long Term Disability Plan.

Winged Keel Group, Inc.  
US 1-800-235-3551  
From outside the US, call 212-527-8000  
8:30–5:30 weekdays, EST

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