



Summary Plan Description

# LONG-TERM DISABILITY

2015

your health.  
your life.  
your future.

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Refer to subsequent issues of *Benefits News* for any material changes to the Plan made after the date of this document.

## BENEFITS AT A GLANCE

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The welfare benefit described in this summary is offered to the employees\* of Occidental Petroleum Corporation and/or an affiliated company, as defined in the section *Eligibility and Enrollment*. This information, along with the Group Benefit Plan booklet (Booklet) provided by The Hartford Life Insurance Company (“Hartford”) or a successor carrier is your Summary Plan Description (SPD). You should keep and refer to it when you have questions about your long-term disability benefits. Any capitalized term not defined in the Glossary of this summary has the meaning ascribed to it in the Booklet that follows.

The Plan is designed to provide you with continuing income in case of a prolonged illness or injury. If Hartford, as the Claims Administrator, determines that you are disabled, as defined under the terms of the current in-force Long-Term Disability (LTD) Plan, monthly LTD benefits generally begin after the Elimination Period under the Plan. As long as you remain disabled under the terms of the LTD Plan, benefits are generally payable until age 65, when you may be eligible to retire.

You pay the full cost of this coverage. Refer to Hartford’s Booklet that follows for more information about these benefits.

This benefit program described in this SPD is covered under the Employee Retirement Income Security Act of 1974 (ERISA). As a participant in this LTD Plan, you have certain rights, described more fully at the end of the Hartford Booklet.

You have two coverage options—the Income Plus or the Basic Income; or you may waive coverage.

- **Income Plus** - Provides a benefit equal to 60% of your base pay while you are disabled under the terms of the LTD Plan. In addition, this option provides a lump sum disability completion benefit payable to you at the end of your LTD Plan disability period. This extra benefit will equal 10% of your pre-disability monthly base earnings times the number of full monthly benefits paid during your LTD Plan disability period. This amount will also be adjusted for cost of living at an annual rate of 6%, compounded monthly.

Your beneficiary under this option will be the same person you designated under the Occidental Petroleum Corporation Basic Life and Occupational Accidental Death and Dismemberment Plans.

- **Basic Income** - Provides a monthly benefit equal to 60% of your base pay while you are disabled under the terms of the LTD Plan, but does not provide the additional disability completion benefit.

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\* If you are an active full-time employee of Oxy Vinyls Services, Inc. who is subject to a collective bargaining agreement, you are covered by different LTD Plan provisions. Contact *OxyLink* or your Human Resources department for the applicable Booklet.

Currently, eligibility for medical, dental and life insurance coverage also continues, under the terms of those plans, while you are receiving LTD benefits under the LTD Plan.

Your LTD benefits are subject to offsets for income from other sources such as Workers' Compensation, Social Security, state-mandated disability plans and benefits under any company-sponsored retirement plan. The minimum monthly LTD benefit is \$150 and the maximum monthly benefit is \$10,000.

## **FOR HELP AND INFORMATION**

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<b>Contact Information</b>		
<b>Provider:</b>	<b>Address:</b>	<b>Phone:</b>
<b>Hartford</b>	<b>P.O. Box 13829 Sacramento, CA 95853-4829</b>	<b>800-289-9140</b>
<b>OxyLink<sup>®</sup> Employee Service Center</b>	<b>4500 South 129<sup>th</sup> East Avenue Tulsa OK 74134-5870</b>  Email: <a href="mailto:oxylink@oxy.com">oxylink@oxy.com</a> Website: <a href="http://oxylink.oxy.com">oxylink.oxy.com</a>	<b>800-699-6903</b>  <b>918-610-1990</b> (International)

If you need more information or assistance on benefit matters, contact the *OxyLink<sup>®</sup>* Employee Service Center (*OxyLink*). Representatives are generally available Monday through Friday from 8:30 a.m. to 5:00 p.m. Central Time to answer your questions.

## ELIGIBILITY AND ENROLLMENT

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### Eligibility

You are eligible to participate in the LTD Plan if you are a regular, full-time, nonbargaining hourly or salaried employee of Occidental Petroleum Corporation or an affiliated company (Oxy). For this purpose, "affiliated company" means any company in which 80 percent or more of the equity interest is owned by Occidental Petroleum Corporation. Temporary employees and employees of Tidelands Oil Production Company are not eligible to participate. You are considered a full-time employee under the Plan if you are regularly scheduled to work at least 30 hours per week. Generally, you are eligible to participate if you are paid on a U.S. dollar payroll, are designated as eligible to participate by your employer, and do not participate in a similar type of employer-sponsored plan. If you are part of a collective bargaining group, you are eligible to participate in the LTD Plan only if your negotiated bargaining agreement specifically provides for your participation.

### Enrollment

If you enroll for LTD coverage within 31 days of your date of hire or eligibility, proof of good health will not be required. If you enroll within the first 31 days, your coverage will start as of the date of initial eligibility. If you have any questions or need additional information, contact *OxyLink*.

If you do not enroll within 31 days of the date you first become eligible, you must wait until the next Open Enrollment period to elect coverage and you will be required to provide Hartford with satisfactory proof of good health at your own cost. (See Hartford's Booklet for more details.)

### Changing Your Elections

#### *Open Enrollment*

You may change your LTD Plan election for the following Plan year during Open Enrollment.

To change your coverage election, you must contact *OxyLink*, request an LTD application form, and submit it in a timely manner. You may:

- **Reduce** your current coverage level from the Income Plus to the Basic Income option.
- **Cancel** your current LTD coverage.
- **Apply** to Hartford for new LTD coverage or to increase coverage from the Basic Income to the Income Plus option. You will be required to submit an application to Hartford along with proof of good health. Costs associated with providing such proof will be at your expense, and coverage will begin only if Hartford approves your application.

If you elect to cancel or reduce your coverage, keep in mind that if you later wish to reenroll or increase coverage, you must submit a new application and provide proof of good health that is satisfactory to Hartford. You also risk the possibility that Hartford may not approve your application.

### ***Between Open Enrollments***

Under the Internal Revenue Code, once you make your enrollment decision, either when you are first eligible or during Open Enrollment, your elections must remain in effect for the entire Plan year.

## **CONTRIBUTIONS**

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The monthly contributions per \$100 of monthly base pay are provided in your enrollment packet and are available online at [oxylink.oxy.com](http://oxylink.oxy.com). You pay the entire cost of your coverage with pretax contributions. Your contribution is deducted from your paycheck each pay period.

Pretax contributions are deducted from your pay before federal income and Social Security taxes are calculated and withheld. If you live in a state that recognizes the federal tax treatment of pretax medical contributions, your state income tax also will be withheld after your contributions are deducted.

Because you pay the full cost for your LTD coverage with pretax contributions, the LTD benefits you receive after any offsets are taxable to you.

### ***Pretax Contributions: Effect on Social Security and Other Statutory Benefits***

Pretax LTD contributions reduce the amount of your earnings that are reported for Social Security purposes. Therefore, if you earn less than the Social Security Wage Base (SSWB) or if pretax contributions reduce your earnings below the SSWB, your Social Security withholding will be reduced. This reduced withholding could slightly decrease any Social Security benefits you may receive because Social Security benefits are based on your career earnings history.

In some states, certain other statutory benefits for which you may become eligible (such as unemployment insurance, Workers' Compensation and state disability insurance) are based on taxable earnings. Therefore, any benefit payments from these sources could be slightly reduced.

### ***Pretax Contributions: Effect on Other Oxy Benefits***

Your pay for purposes of determining pay-related Oxy benefits, such as Oxy's retirement, savings, disability and life insurance plans, will continue to be based on your base pay before pretax LTD contributions are deducted.

## **CONTINUATION OF COVERAGE**

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In some situations, you may continue your coverage after your coverage normally would end. Following is a summary of two of those situations—FMLA and USERRA Military Leave. For information regarding any other type of leave of absence, refer to the *When does your coverage terminate?* section of Hartford's Booklet.

### **During Approved Leaves of Absence**

If you are on an approved unpaid leave of absence, including leaves under the Family and Medical Leave Act of 1993 (FMLA) or applicable state law, you may continue coverage during your approved leave, provided you make any required contributions. You can elect to continue your coverage for the duration of your unpaid leave of absence, up to a maximum of six months.

If you elect not to continue coverage during an approved leave under FMLA or similar state law, automatic reinstatement will be permitted upon your return to active employment. If you elect not to continue coverage during any other approved leave, you cannot reenroll until the next Open Enrollment period.

For additional information regarding an FMLA leave of absence, contact your Human Resources representative.

### **During Military Leave**

During a military leave under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), coverage under the Long-Term Disability Plan may continue for you for a maximum of six months commencing with the effective date of the leave, provided that you make any required contributions. However, coverage is excluded for disabilities that result from any act of war. If you elect to discontinue your coverage during your USERRA military leave, automatic reenrollment will be permitted if you return to work within 12 months of your last day actively at work and request reinstatement within 31 days.

More information about the types of military service, the maximum length of military service, your deadline for returning to work, and other requirements for reemployment rights under USERRA is available online at [dol.gov/vets](http://dol.gov/vets).

You may contact your Human Resources representative or *OxyLink* with any questions regarding continued LTD coverage under USERRA. *OxyLink* must be contacted within thirty-one (31) days of the date that you return to work to reinstate your benefits under the special USERRA rules.

## **CLAIMS AND APPEALS**

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### **The Claims Administrator**

Hartford, as the Claims Administrator, will decide your claims and appeals. Hartford has the exclusive discretionary authority to interpret LTD Plan provisions as well as to determine facts and other information related to claims and appeals. Hartford's decisions are conclusive and binding.

### **Notices You Receive from the Claims Administrator**

The notices you receive from Hartford may be sent to you electronically instead of in writing.

### **Claims and Appeal Procedures**

For information regarding claims and appeal procedures, refer to "Claims Procedures" in the section entitled *ERISA* in Hartford's Booklet.

If you have questions regarding your claim or your appeal, contact Hartford.

### **Legal Proceedings**

Unless prohibited by applicable law, no legal action may be commenced prior to the completion of the benefit claims procedure as described in Hartford's Booklet. In addition, no legal action may be commenced after the later of: (i) 180 days after receiving the written response of Hartford to an appeal or (ii) 365 days after an applicant's original application for benefits.

## **GENERAL INFORMATION**

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### **Your ERISA Rights**

For information regarding your rights under the Employee Retirement Income Security Act of 1974 (ERISA), refer to the section entitled *ERISA* in Hartford's Booklet.

### **Plan Documents**

This benefit plan description summarizes the main features of the Plan for employees, and is not intended to amend, modify, or expand the Plan provisions. In all cases, the provisions of the Plan document and any applicable contracts control the administration and operation of the Plan. If a conflict exists between a statement in this summary and the provisions of the Plan document or any applicable contracts, the Plan document will govern.

### **Discretionary Authority of Plan Administrator and Claims Administrator**

In accordance with sections 402 and 503 of Title I of ERISA, the Plan sponsor has designated a Named Fiduciary under the Plan, who has complete authority to review all denied claims for benefits under the Plan. The Plan Administrator has discretionary authority to determine who is eligible for coverage under the Plan and the Claims Administrator has discretionary authority to determine eligibility for benefits under the Plan. In exercising its fiduciary responsibilities, the Named Fiduciary shall have discretionary authority to determine whether and to what extent covered Plan participants are eligible for benefits, and to construe disputed or doubtful Plan terms. The Named Fiduciary shall be deemed to have properly exercised such authority unless it has abused its discretion hereunder by acting arbitrarily and capriciously.

### **No Guarantee of Employment**

By adopting and maintaining the Occidental Petroleum Corporation Welfare Plan for certain eligible employees, Oxy has not entered into an employment contract with any employee. Nothing contained in the Plan Documents or in this summary gives any employee the right to be employed by Oxy or to interfere with Oxy's right to discharge any employee at any time. Similarly, this Plan does not give Oxy the right to require any employee to remain employed by Oxy or to interfere with the employee's right to terminate employment with Oxy at any time.

## Future of the Plan and Plan Amendment

Oxy expects and intends to continue this Plan, but does not guarantee any specific level of benefits or the continuation of any benefits during any periods of active employment, inactive employment, disability or retirement. Benefits are provided solely at Oxy's discretion. Oxy reserves the right, at any time or for any reason, through an action of the Executive Vice President of Human Resources of Occidental Petroleum Corporation, to suspend, withdraw, amend, modify, or terminate the Plan (including altering the amount you must pay for any benefit), in whole or in part. In the case of a material change in the description of the Plan, such action will be evidenced by a written announcement to affected individuals.

## Plan Administration

The additional information in this section is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA) regarding the LTD Plan and the persons who have assumed responsibility for its operation.

Plan Name	<b>Occidental Petroleum Corporation Welfare Plan (Long-Term Disability Component)</b>
Employer Identification Number	<b>95-4035997</b>
Plan Number	<b>591</b>
Plan Sponsor	<b>Occidental Petroleum Corporation 10889 Wilshire Boulevard Los Angeles, CA 90024 310-208-8800</b>
Plan Administrator	<b>Occidental Petroleum Corporation Employee Benefits Committee</b>
Named Fiduciary	<b>Hartford Life and Accident Insurance Company</b>
Claims Administrator	<b>Hartford Life and Accident Insurance Company</b>
Agent for Service of Legal Process	Process may be served on the LTD Plan by directing legal process to:
<i>For Plan Eligibility</i>	<b>Occidental Petroleum Corporation 10889 Wilshire Boulevard Los Angeles, CA 90024 310-208-8800</b>

*For Claims Payment and  
Review Determinations*

**Hartford Life and Accident Insurance Company  
200 Hopmeadow Street  
Simsbury, Connecticut 06089**

In addition to the above, Service of Legal Process may be made on the Plan Administrator.

Plan Year Ends

**December 31**

Plan Type

**ERISA Welfare Plan**

Source of Contributions

**Employee and Employer Contributions**

## **GLOSSARY**

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Following are definitions of the capitalized terms and phrases used throughout this document that are not addressed in the attached Booklet.

### **Open Enrollment**

The designated period(s) of time each year during which you may make changes to your Oxy benefit elections for the following Plan year.

### **Plan**

“Plan” means the Occidental Petroleum Corporation Welfare Plan, and as used in this summary, unless the context otherwise plainly requires, “Plan” further means the long-term disability benefits described here. Also, in this summary, “Plan” is used interchangeably with “LTD Plan.”



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**GROUP  
BENEFIT  
PLAN**

**OCCIDENTAL PETROLEUM CORPORATION**



The following provisions are applicable to residents of North Carolina.

**PRE-EXISTING LIMITATION  
READ CAREFULLY**

**NO BENEFITS WILL BE PAYABLE UNDER THIS PLAN FOR PRE-EXISTING CONDITIONS WHICH ARE NOT COVERED UNDER THE PRIOR PLAN. PLEASE READ THE LIMITATIONS IN THIS CERTIFICATE.**

**TERMINATION INFORMATION  
YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THIS CERTIFICATE.**

**READ YOUR CERTIFICATE CAREFULLY.**



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PS-M-90

**INSURER INFORMATION NOTICE**

**NOTICE REQUIREMENT**

**IF YOU HAVE A COMPLAINT, AND CONTACTS BETWEEN YOU AND THE INSURER OR AN AGENT OR OTHER REPRESENTATIVE OF THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM, THEN YOU MAY CONTACT:**

**STATE OF CALIFORNIA INSURANCE DEPARTMENT  
CONSUMER COMMUNICATIONS BUREAU  
300 SOUTH STREET, SOUTH TOWER  
LOS ANGELES, CA 90013**

**1-800-927-HELP**

**THE HARTFORD'S ADDRESS AND TOLL-FREE NUMBER IS:**

**THE HARTFORD GROUP BENEFIT'S DIVISION  
POLICYHOLDER SERVICES, P.O. BOX 2999  
HARTFORD, CT 06104-2999  
TELEPHONE: 1-800-572-9047**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
Hartford, Connecticut  
(Herein called Hartford Life)

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**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy**  
**as of the Effective Date**  
Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

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This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employee of the Policyholder who is named below and who:

- is eligible for the insurance;
  - becomes insured; and
  - continues to be insured;
- according to the terms of the Policy.

EMPLOYEE NAME: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

**Richard G. Costello, Secretary**

**John C. Walters, President**

**SCHEDULE OF INSURANCE**

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder: OCCIDENTAL PETROLEUM CORPORATION  
Group Insurance Policy: GLT-206372  
Plan Effective Date: July 1, 2000

**THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF JANUARY 1, 2009.**

This plan of Long Term Disability Insurance provides You with long term income protection if You become Disabled from a covered injury, sickness, Mental Illness, Substance Abuse or pregnancy. Where used in this contract, the term Disabled or Disability shall mean Total Disability or Partial Disability as defined in the Definitions Section of the Certificate.

**Must You contribute toward the cost of coverage?**

You must contribute toward the cost of coverage.

**Who is eligible for coverage?**

Eligible Class(es): All Active Full-time Employees who earn less than \$200,000 per year annually who are not subject to a collective bargaining agreement and who are U.S. citizens or U.S. residents, excluding temporary and seasonal employees

Full-time Employees: 30 hours weekly

**Maximum Monthly Benefit:** \$10,000

**Minimum Monthly Benefit:** \$150

**Initial Benefit Period Percentage:**

Option 1 - Income Plus: 60% plus the Disability Completion Benefit

Option 2 - Basic Income Option: 60%

Please refer to your group enrollment form to see the option you have elected.

**Continuing Benefit Period Percentage:** 30% of Pre-disability Earnings

**Initial Benefit Period:** the first 24 month(s) of Disability

**Continuing Benefit Period:** That part of a period of Disability that extends beyond the Initial Benefit Period.

**Annual Enrollment Period:** To be determined each year by the policyholder.

During the Initial Benefit Period, we will determine your Monthly Benefit in accordance with the Calculation of Monthly Benefit provision.

During the Continuing Benefit Period, if you are receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, we will determine your Monthly Benefit as follows:

1. multiply your Pre-disability Earnings by the Initial Benefit Period Percentage for which you enrolled;
2. compare the result with the Maximum Benefit for which you enrolled ; and
3. from the lesser amount, deduct Other Income Benefits.

The result is your Monthly Benefit.

During the Continuing Benefit Period, if you are not receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, we will determine your Monthly Benefit as follows:

1. multiply your Pre-disability Earnings by the Continuing Benefit Period Percentage for which you enrolled ;
2. multiply your Pre-disability Earnings by the Initial Benefit Period Percentage for which you enrolled, and deduct all Other Income Benefits; and
3. deduct all Other Income Benefits from the Maximum Benefit for which you enrolled .

The result of the calculation giving the least amount is your Monthly Benefit.

**When will You become eligible? (Eligibility Waiting Period)**

You are eligible on the later of either the Plan Effective Date or the date You enter an eligible class.

**The Elimination Period** is the period of time You must be Disabled before benefits become payable. It is the last to be satisfied of the following:

1. the first 26 consecutive week(s) of any one period of Disability; or
2. with the exception of benefits required by state law, the expiration of any Employer sponsored short term disability benefits or salary continuation program.

**MAXIMUM DURATION OF BENEFITS TABLE**

<b>Age When Disabled</b>	<b>Benefits Payable</b>
Prior to Age 60	To Age 65
Ages 60 - 64	60 months
Ages 65 - 68	To age 70
Age 69 and over	12 months

The above table shows the maximum duration for which benefits may be paid. All other limitations of the plan will apply.

**ELIGIBILITY AND ENROLLMENT**

**Who are Eligible Persons?**

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

**When will You become eligible?**

You will become eligible for coverage on either:

1. the Plan Effective Date, if You have completed the Eligibility Waiting Period; or if not
2. the date on which You complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

**How do You enroll?**

To enroll You must:

1. complete and sign a group insurance enrollment form which is satisfactory to us; and
2. deliver it to the Employer.

If You do not enroll within 31 days after becoming eligible, the following limitations will apply to a later enrollment:

1. You must submit Evidence of Insurability satisfactory to us; and
2. You may not enroll until:
  - a) an Annual Enrollment Period; or
  - b) You have a Change in Family Status.

Any such enrollment must be made during the Annual Enrollment Period or within 31 days of the Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

#### **What constitutes a Change in Family Status?**

A Change in Family Status means:

1. Your marriage, or the birth or adoption of a child, or becoming the legal guardian of a child; or
2. the death of or divorce from Your spouse; or
3. the death of or emancipation of a child.

#### **What is Evidence of Insurability?**

If You are required to submit Evidence of Insurability, You must:

1. complete and sign a health and medical history form provided by us;
2. submit to a medical examination, if requested;
3. provide any additional information and attending physicians' statements that we may require; and
4. furnish all such evidence at Your own expense.

We will then determine if You are insurable under the plan.

### **WHEN COVERAGE STARTS**

#### **When does Your coverage start?**

If you must contribute towards the plan's cost, your coverage will start on the date determined below:

1. the date you become eligible, if you enroll or have enrolled by then;
2. the date on which you enroll, if you do so within 31 days after the date you are eligible;
3. the date we approve your Evidence of Insurability, if you are required to submit Evidence of Insurability;
4. the January 1<sup>st</sup> following the Annual Enrollment Period if you enroll during an Annual Enrollment Period; or
5. the first day of the month following the Change in Family Status if you enroll during a Change in Family Status.

### **DEFERRED EFFECTIVE DATE**

#### **When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?**

If You are absent from work due to:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date Your insurance or increase in coverage would otherwise have become effective, Your effective date will be deferred. Your insurance, or increase in coverage will not become effective until You are Actively at Work for one full day.

## CHANGES IN COVERAGE

### **Can You change benefit options?**

You may change to an option providing increased or decreased benefits only:

1. during an Annual Enrollment Period; or
2. within 31 days of a Change in Family Status.

You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of Evidence of Insurability that meets our approval.

### **When will a requested change in benefit options take effect?**

If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

1. the first day of the month following the Annual Enrollment Period; or
2. the date we approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

If You enroll for a change in benefit option within 31 days following a Change in Family Status, the change will take effect on the later of:

1. the date You enroll for the change; or
2. the date we approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the Deferred Effective Date Provision.

### **Do coverage amounts change if there is a change in Your class or Your rate of pay?**

Your coverage may increase or decrease on the date there is a change in Your class or Monthly Rate of Basic Earnings. However, no increase in coverage will be effective unless on that date You:

1. are an Active Full-time Employee; and
2. are not absent from work due to being Disabled.

If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Rate of Basic Earnings will become effective until the date we receive notice of the change.

### **What happens if the Employer changes the plan?**

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, subject to the Deferred Effective Date provision.

## BENEFITS

### **When do benefits become payable?**

You will be paid a monthly benefit if:

1. You become Disabled while insured under this plan;
2. You are Disabled throughout the Elimination Period;
3. You remain Disabled beyond the Elimination Period;
4. You are, and have been during the Elimination Period, under the Regular Care of a Physician; and
5. You submit proof of loss.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

**Loss of License:** Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are Disabled. However, information relating to Your loss of license supporting Your claim for benefits may be submitted as part of Your proof of Loss.

**When will benefit payments terminate?**

We will terminate benefit payment on the first to occur of:

1. the date You are no longer Disabled as defined;
2. the date You fail to furnish Proof of Loss, when requested by us;
3. the date You are no longer under the Regular Care of a Physician, or refuse our request that You submit to an examination by a Physician;
4. the date You die;
5. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance;
6. the date no further benefits are payable under any provision in this plan that limits benefit duration; or
7. the date you refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition.

**MENTAL ILLNESS AND SUBSTANCE ABUSE BENEFITS**

**Are benefits limited for Mental Illness or Substance Abuse?**

If You are Disabled because of:

1. Mental Illness that results from any cause;
2. any condition that may result from Mental Illness;
3. alcoholism; or
4. the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance,

then, subject to all other Policy provisions, benefits will be payable:

1. only for so long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
2. when You are not so confined, a total of 24 months for all such Disabilities during Your lifetime.

**RECURRENT DISABILITY**

**What happens if you return to work but become Disabled again?**

Attempts to return to work as an Active Full-time Employee during the Elimination Period will not interrupt the Elimination Period, subject to the following limitations:

1. for an Elimination Period of 180 or more days, up to 90 such return-days are allowed;
2. for an Elimination Period of less than 180 days, up to 5 such return-days are allowed for each 30 days of Elimination Period.

Any day you were Actively at Work will not count towards the Elimination Period.

After the Elimination Period, when a return to work as an Active Full-time Employee is followed by a recurrent Disability, and such Disability is:

1. due to the same cause; or
2. due to a related cause; and
3. within 6 month(s) of the return to work,

the Period of Disability prior to your return to work and the recurrent Disability will be considered one Period of Disability, provided the Group Insurance Policy remains in force.

If you return to work as an Active Full-time Employee for 6 months or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits. The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance.

The term "Period of Disability" as used in this provision means a continuous length of time during which you are Disabled under this plan.

**CALCULATION OF MONTHLY BENEFIT**

**How are benefits calculated for Total Disability?**

If You are Disabled after the Elimination Period, Your Monthly Benefits will be calculated as follows:

1. multiply Your Pre-disability Earnings by the Benefit Percentage shown in the Schedule of Insurance;
2. identify the Maximum Benefit shown in the Schedule of Insurance; and
3. compare the amounts determined in items (1) and (2) above, and from the lesser amount subtract:
  - a) all Other Income Benefits; and
  - b) Current Monthly Earnings.

The result is Your Monthly Benefit. Your Monthly Benefit, however, will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

If a reduction to Your Monthly Benefit is applied for Current Monthly Earnings, we will adjust your Pre-disability Earnings for inflation annually by the percentage change in the Consumer Price Index (CPI-W) prior to taking that reduction. The adjustment will be made January 1st each year after you have been Disabled for 12 consecutive months, and if you are receiving benefits at the time the adjustment is made.

For the first 12 months that benefits are payable while working, We will only reduce Your Monthly Benefit by that amount of Your Current Monthly Earnings, which when combined with Your Monthly Benefit amount exceed 100% of Your Indexed Pre-disability Earnings. After 12 months We will subtract 50% of Your Current Monthly Earnings.

**How is the benefit calculated for a period of less than a month?**

If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day you were Disabled.

**DISABILITY COMPLETION BENEFIT**

If you elected this option, and have been receiving a Monthly Benefit for being Disabled, and your Monthly Benefits under The Policy cease because:

- 1) you are no longer Disabled;
- 2) the Maximum Benefit Duration as provided in the Schedule of Insurance has been reached;
- 3) you return to Active Full-time Employment for at least 90 days;
- 4) you die; or
- 5) your benefits cease for other reasons stated in the provisions entitled "When will benefit payments cease?";

we will pay you a Disability Completion Benefit. The Disability Completion Benefit will equal the product of 10% of your monthly Pre-Disability Earnings multiplied by the number of Monthly Benefit payments paid to you for your period of Disability. For purposes of this benefit, your Pre-Disability Earnings are limited to a maximum of \$16,667 per month, or \$200,000 if calculated on an annual basis. The Disability Completion Benefit will be adjusted for increases in the cost of living at the rate of 6% for each year you were disabled.

The benefit will be paid to you in a lump sum. If you are not living when payment is made, we will pay:

- 1) the primary beneficiary which you have designated, as filed in writing with the Employer under any basic life insurance plan sponsored by the Employer, if living on the date of your death; or
- 2) the named contingent beneficiary, if the primary beneficiary predeceases you; or
- 3) your estate if no named beneficiary is living at the time of your death.

If you again become Disabled after having received a Disability Completion Benefit for the purposes of this Disability Completion Benefit, the new or recurrent Disability will be treated as a new period of Disability, and any subsequent Disability Completion Benefit will be based only on the new period of Disability.

The Disability Completion Benefit will be calculated as follows:

$$\frac{B}{A} [(1.A) - 1] \times [C \times D] = \text{Disability Completion Benefit}$$

A = Cost of living Percentage: 6% divided by 12 (months).

B = Number of full months that Monthly Benefits were received

and for which an earlier Disability Completion Benefit was not paid.  
C = Disability Completion Benefit Percentage: 10% D  
= Monthly Pre-Disability Earnings.

**After the Initial Benefit Period expires, is there any allowance if You are ineligible for Social Security?**

If Your Disability prevents You from performing the Essential Duties of Any Occupation, but Your claim for disability benefits under The United States Social Security System, or an alternative plan for federal, state or municipal employees:

- 1) was denied because You have not worked under these systems long enough to be eligible for disability benefits, Your Monthly Benefit during the Continuing Benefit Period will be calculated using the Initial Benefit Period Percentage; or
- 2) is still pending at the time the Initial Benefit Period expires, benefits may be advanced at the Initial Benefit Period Percentage until the earlier to occur of:
  - a) the 12th month following the expiration of the Initial Benefit Period; or
  - b) the final adjudication of Your claim for Social Security disability benefits.

**RETURN TO WORK INCENTIVE**

**How are benefits calculated if You return to limited duties during or following the Elimination Period?**

For the first 12 months of a period of Partial Disability, Your Monthly Benefit will be calculated as follows:

- 1) Multiply Your Indexed Pre-disability Earnings by the Benefit Percentage;
- 2) Compare the result with the Maximum Benefit; and
- 3) From the lesser amount, deduct Other Income Benefits. This is Your Monthly Benefit.

Your Monthly Benefit will be reduced by the amount of Your Current Monthly Earnings, which when combined with Your Monthly Benefit amount exceed 100% of Your Indexed Pre-disability Earnings.

**How are benefits calculated after the 12th Monthly Benefit has been paid?**

After 12 months of benefit have been paid to You for Partial Disability and for any remaining or additional periods of Partial Disability, Your Monthly Benefit will be calculated as follows:

- 1) Multiply Your Indexed Pre-disability Earnings by the Benefit Percentage;
- 2) Compare the result with the Maximum Benefit; and
- 3) From the lesser amount, deduct Other Income Benefits and 50% of Your Current Monthly Earnings.

The result is Your Monthly Benefit.

Your Monthly Benefit, however, will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

**How is the benefit calculated for a period of less than a month?**

If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day you were Disabled.

Benefit Percentages and Maximum Benefits are shown in the Schedule of Insurance.

During the Continuing Benefit Period, if You are not receiving benefits under the Return to Work Incentive, but You are receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, we will determine Your Monthly Benefit as follows:

1. multiply Your Monthly Income Loss by the Initial Benefit Period Percentage;
2. compare the result with the Maximum Benefit; and
3. from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

During the Continuing Benefit Period, if You are not receiving benefits under the Return to Work Incentive, or under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, we will determine Your Monthly Benefit as follows:

1. multiply Your Pre-disability Earnings by the Continuing Benefit Period Percentage;
2. multiply Your Monthly Income Loss by the Initial Benefit Period Percentage, and deduct all Other Income Benefits; and
3. deduct all Other Income Benefits from the Maximum Benefit.

The result of the calculation giving the least amount is Your Monthly Benefit.

**After the Initial Benefit Period expires, is there any allowance if You are ineligible for Social Security?**

If Your Disability prevents You from performing the Essential Duties of Any Occupation, but Your claim for disability benefits under The United States Social Security System, or an alternative plan for federal, state or municipal employees:

1. was denied because You have not worked under these systems long enough to be eligible for disability benefits, Your Monthly Benefit during the Continuing Benefit Period will be calculated using the Initial Benefit Period Percentage; or
2. is still pending at the time the Initial Benefit Period expires, benefits may be advanced at the Initial Benefit Period Percentage until the earlier to occur of:
  - a) the 12th month following the expiration of the Initial Benefit Period; or
  - b) the final adjudication of Your claim for Social Security disability benefits.

**VOCATIONAL REHABILITATION/  
REHABILITATIVE EMPLOYMENT**

**What Vocational Rehabilitative services are available?**

**Vocational Rehabilitation** means employment or services that prepare You, if Disabled, to resume gainful work. If You are Disabled, our Vocational Rehabilitative Services may help prepare You to resume gainful work.

Our Vocational Rehabilitative Services include, when appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. work-place modification, to the extent not otherwise provided;
4. prosthesis; or
5. job placement.

**Rehabilitative Employment** means employment that is part of a program of Vocational Rehabilitation. Any program of Rehabilitative Employment must be approved, in writing, by us.

**Do earnings from Rehabilitative Employment affect the Monthly Benefit?**

If You are Disabled and are engaged in an approved program of Rehabilitative Employment, For the first 12 months that benefits are payable to You under this provision, the sum of Your Monthly Benefit and Your earnings received from Rehabilitative Employment may not exceed 100 % of Your Indexed Pre-disability Earnings. If it does, the Monthly Benefit will be reduced by the amount of excess. We will deduct any Other Income Benefits from the Monthly Benefit payable to You under this provision.

After 12 months of benefits have been paid under this provision, Your Monthly Benefit will be:

1. the Monthly Benefit amount payable for Total Disability; but
2. reduced by Other Income Benefits and 50% of the income received from each month of such Rehabilitative Employment

## **FAMILY CARE CREDIT BENEFIT**

### **What if You must incur expenses for Family Care Services in order to participate in a program of Rehabilitative Employment?**

If You are working as part of a program of Rehabilitative Employment, we will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from Rehabilitative Employment, subject to the following limitations:

1. Family Care means the care or supervision of:
  - a) Your children under age 13; or
  - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
2. the maximum monthly deduction allowed for each qualifying child or family member is:
  - a) \$350 during the first 12 months of Rehabilitative Employment; and
  - b) \$175 thereafter,but in no event may the deduction exceed the amount of Your monthly earnings;
3. Family Care Credits may not exceed a total of \$2,500 during a calendar year;
4. the deduction will be reduced proportionally for periods of less than a month;
5. the charges for Family Care must be documented by a receipt from the caregiver;
6. the credit will cease on the first to occur of the following:
  - a) You are no longer in a program of Rehabilitative Employment; or
  - b) Family Care Credits for 24 months have been deducted during Your Disability; and
7. no Family Care provided by an immediate relative of the family member receiving the care will be eligible as a deduction under this provision. An immediate relative is a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Your net earnings after deducting your Family Care Credit will be used to determine your net Monthly Benefit according to the Rehabilitative Employment provision. The sum of your net Monthly Benefit and gross income from Rehabilitative Employment, before deducting your Family Care Credit, may not exceed 100% of your Indexed Predisability Earnings. If it does, the net Monthly Benefit will be reduced by the amount of the excess.

## **WORKPLACE MODIFICATION BENEFIT**

### **Will our Rehabilitation program provide for modifications to the workplace to accommodate a Disabled employee's return to work?**

We will reimburse Your Employer for the expense of reasonable modifications to Your workplace to accommodate Your Disability and enable You to return to work as an Active Full-time Employee. To qualify for this benefit:

1. Your Disability must be covered by this plan;
2. the Employer must agree to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the essential duties of Your job; and
3. any proposed modifications must be approved in writing by us.

Benefits paid for such workplace modification shall not exceed the amount equal to Your Pre-disability Earnings multiplied by the Initial Benefit Period Percentage.

We have the right, at our expense, to have You examined or evaluated by:

1. a physician or other health care professional; or
2. a vocational expert or rehabilitation specialist,

of our choice so that we may evaluate the appropriateness of any proposed modification.

The Employer's costs for approved modifications will be reimbursed after:

1. the proposed modifications made on Your behalf are complete;
2. we have been provided written proof of the expenses incurred to provide such modification; and
3. You have returned to work as an Active Full-time Employee.

This Workplace Modification benefit will not be payable if:

1. the Employer does not incur any cost in making the modification;
2. we have not given written approval of the modification prior to expenses being incurred; or
3. You become self-employed, or return to work for another employer.

**Workplace Modification** means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of this plan.

## **PRE-EXISTING CONDITIONS LIMITATIONS**

### **Are there any limitations on coverage?**

This policy will not provide coverage for any period of Disability beginning within the first 12 months of the effective date of Your coverage under this policy if the period of Disability is caused by or substantially contributed to by a Preexisting condition or the medical or surgical treatment of a Pre-existing condition.

You have a Pre-existing condition if:

1. You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 3 months immediately prior to the effective date of coverage under this Policy;  
or
2. You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in Your application, and:
  - a. for which You received a physician's advise or treatment within 3 months before the date of Your coverage under this policy; or
  - b. which caused symptoms within 3 months before the date of issue for which a prudent person would usually seek medical advice or treatment.

## **CONTINUITY FROM A PRIOR PLAN**

### **Is there continuity of coverage from a Prior Plan?**

If you were:

1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan,

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

If you become insured under the Group Insurance Policy on the Plan Effective Date and were covered under the Prior Plan on the day before the Plan Effective Date, the Pre-existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the Plan Effective Date, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the previous paragraph will be the lesser of:

1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:

1. you returned to work as an Active Full-time Employee before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

## **EXCLUSIONS**

### **What Disabilities are not covered?**

The plan does not cover, and no benefit shall be paid for any Disability:

1. unless You are under the Regular Care of a Physician;
2. that is caused or contributed to by war or act of war (declared or not);
3. caused by Your commission of or attempt to commit a felony, or to which a contributing cause was Your being engaged in an illegal occupation;
4. caused or contributed to by an intentionally self-inflicted injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

1. was sponsored by the Employer; and
2. was terminated before the Effective Date of this plan,

no benefits will be payable for the Disability under this plan.

## **TERMINATION**

### **When does your coverage terminate?**

You will cease to be covered on the earliest to occur of the following dates:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution;
5. the last day of the month immediately following the date your Employer terminates your employment;
6. the date you cease to be an Active Full-time Employee in an eligible class including:
  - a) temporary layoff;
  - b) leave of absence; or
  - c) a general work stoppage (including a strike or lockout); or
7. the date the Occidental Petroleum Corporation Long Term Disability Plan terminates.

If:

1. you are granted a leave of absence or are receiving short term disability benefits from the Employer, the Employer may continue your insurance for up to 6 continuous months; or
2. you are on a leave of absence due to impending layoff, the Employer may continue your insurance for up to 75 days;

Subject to the following:

1. the required premium must be paid; and
2. the Employer must not discriminate unfairly among employees in similar situations.

However, Your coverage may continue if mandated by state or federal laws.

**May coverage be continued during a leave of absence?**

If You are granted a leave of absence, the Employer may continue Your insurance for 6 month(s) following the month coverage would have terminated subject to the following:

1. the leave authorization is in writing or is documented as a leave for military purposes;
2. the required premium must be paid;
3. Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or You;
  - d) the Group Insurance Policy no longer insures Your class; or
  - e) Your Employer ceases to be a Participant Employer, if applicable.

**Does Your coverage continue if Your employment terminates because You are Disabled?**

If You are Disabled and You cease to be an Active Full-time Employee, Your insurance will be continued:

1. during the Elimination Period while You remain Disabled by the same Disability; and
2. after the Elimination Period for as long as You are entitled to benefits under the Policy.

**Must premiums be paid during a Disability?**

No premium will be due for You:

1. after the Elimination Period; and
2. for as long as benefits are payable.

**Do benefits continue if the plan terminates?**

If You are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as You remain Disabled by the same Disability; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination for any reason of the Group Insurance Policy will have no effect on our liability under this provision.

**May coverage be continued during a family or medical leave?**

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, Your Employer may continue Your insurance for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by state law, following the date Your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for You must be paid;
3. Your benefit level, or the amount of earnings upon which Your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or You;
  - d) the Group Insurance Policy no longer insures Your class; or
  - e) Your Employer ceases to be a Participant Employer, if applicable.

**GENERAL PROVISIONS****Time Limits on Certain Defenses: What happens if facts are misstated?**

After three years from the date of issue of this Policy, no misstatement of the employer, except a fraudulent misstatement made in the application shall be used to void the Policy; and after three years from the effective date of the coverage with respect to which any claim is made no misstatement of any employee eligible for coverage under the Policy, except a fraudulent misstatement, made in an application under the Policy shall be used to deny a claim for loss incurred or disability (as defined in the Policy) commencing after expiration of such three years.

No claim for loss incurred or disability (as defined in the Policy) commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of coverage with respect to which the claim is made.

**Notice of Claim: When should We be notified of a claim?**

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the insured or the beneficiary to Us at our offices in Hartford, Connecticut, or to any of our authorized agents, with information sufficient to identify the insured, shall be deemed notice to the insurer.

**Claim Forms: Are special forms required to file a claim?**

We will, upon receipt of written claim notice, furnish to You such forms as are usually furnished by us for filing proof of loss. If such forms are not furnished within 15 days after We receive written notice of claim You shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Proof of Loss: When must proof of Disability be given?**

Written proof of loss must be furnished to Us at our offices in Hartford, Connecticut in case of a claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**Physical Examinations and Autopsy: What additional proof of Disability are We entitled to?**

At our Own expense, We shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

**Time Payment of Claims: When are payment checks issued?**

Indemnities payable under the policy for any loss other than loss for which the policy provides periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which the policy provides periodic payment will be paid on a monthly basis and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

**Payment of Claims: Who gets the benefit payments?**

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any indemnity of the policy shall be payable to Your estate or to a person or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1000.00 to any relative by blood or connection by marriage of such person or beneficiary whom We deem to be equitably entitled thereto. Any payment We make in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

**What notification will You receive if Your claim is denied?**

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the Policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

**What recourse do You have if Your claim is denied?**

On any claim, the claimant or His representative must appeal to Us for a full and fair review.

1. You must request a review upon written application within:

- a) 180 days of receipt of claim denial if the claim requires a determination of disability, or
  - b) 60 days of receipt of claim denial for all other claims; and
2. You may request copies of all documents, records, and other information relevant to Your claim; and
  3. You may submit written comments, documents, records, and other information relating to Your claim.

We will respond to You in writing with our final decision on Your claim.

**Legal Action: When can legal action be started?**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**What happens if benefits are overpaid?**

An overpayment occurs when it is determined that the total amount we have paid in benefits is more than the amount that was due to You under the plan. This includes, but is not limited to, overpayments resulting from:

1. retroactive awards of Other Income Benefits;
2. failure to report, or late notification to us of Other Income Benefits or earned income;
3. misstatement; or
4. an error we may make.

We have the right to recover from You any amount that is an overpayment of benefits under this plan. You must refund to us the overpaid amount. We may also, without forfeiting our right to collect an overpayment through any means legally available to us, recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

**What are our subrogation rights?**

If an Insured Person:

1. suffers a Disability because of the act or omission of a third party;
2. becomes entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. does not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time;

then we will be subrogated to any rights the Insured Person may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

**How will We Determine Your Eligibility for Benefits?**

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your eligibility for benefits for any claim You make on The Policy. We will:

- 1) obtain, with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) consider and interpret The Policy and all information obtained by Us and submitted by You that relates to Your claim for benefits and make Our determination Your eligibility for benefits based on that information and in accordance with the Policy and applicable law;
- 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
- 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with the Policy as described in the provision entitled "What notification will You receive if Your claim is denied?"

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled "What recourse do You have if Your claim is denied?" If You do not appeal the decision to Us, then the decision will be Hartford's final decision.

## DEFINITIONS

The terms listed will have these meanings.

### **Actively at Work**

You will be considered to be actively at work with your Employer on a day which is one of your Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a Full-time basis on that day. You will be deemed to be actively at work on a day which is not one of your Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

**Active Full-time Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. The employee must work the number of hours in the Employer's normal work week. This must be at least the number of hours indicated in the Schedule of Insurance.

**Any Occupation**, if used in this Booklet-certificate, means an occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

**Current Monthly Earnings** means the monthly earnings You receive from work You perform for Your Employer or for another employer with whom You became employed after Your Disability commenced.

**Employer** means the Policyholder.

**Essential Duty** means the substantial and material acts that are normally required for the performance of Your Usual Occupation, which cannot reasonably be omitted or modified.

To be at work for the number of hours in Your regularly scheduled workweek is also an Essential Duty.

**Your Occupation or Your Usual Occupation**, if used in this Booklet-certificate, means any employment, business, trade or profession and the substantial and material acts of the occupation You were regularly performing for Your employer when the disability began. Your Occupation is not necessarily limited to the specific job You performed for Your employer.

**Indexed Pre-disability Earnings** when used in this policy means Your Pre-disability Earnings adjusted annually by the percentage change in the Consumer Price Index (CPI-W).

The adjustment is made January 1st each year after You have been Disabled for 12 consecutive months, and if You are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31st, and the prior year's CPI-W as of July 31st, divided by the prior year's CPI-W.

**Mental Illness** means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations of psychological, behavioral or emotional disorders, but excluding demonstrable, structural brain damage.

**Monthly Benefit** means a monthly sum payable to you while you are Disabled, subject to the terms of the Group Insurance Policy.

**Monthly Rate of Basic Earnings** means your regular monthly rate of pay from the Employer just prior to the date you become Disabled:

1. including contributions you make through a salary reduction agreement with the Employer to:
  - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - b) an executive non qualified deferred compensation arrangement; or
  - c) a salary reduction arrangement under an IRC Section 125 plan; and
2. not including bonuses, commissions, overtime pay or expense reimbursements for the same period as above.

**Other Income Benefits** mean the amount of any benefit for loss of income, provided to You as a result of the Disability for which You are claiming benefits under this plan. This includes any such benefits that are paid to You or to a third party on Your behalf. This includes the amount of any benefit for loss of income from:

1. the United States Social Security Act, Civil Service Retirement System, the Railroad Retirement Act, the Jones Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that You are eligible to receive because of Your Disability;
2. the Veteran's Administration or any other governmental agency for the same Disability;
3. any governmental law or program that provides disability benefits as a result of Your job with the Employer;
4. salary continuation or sick pay;
5. the portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings;
6. any temporary disability benefits under a workers' compensation law, occupational disease law, or similar law.

Other Income Benefits also means the amount of any benefit for loss of income, provided to Your family from the United States Social Security Act, The Railroad Retirement Act, the Canada Pension Plan, the Quebec Pension Plan or similar plan or act that Your family is eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will not be required to claim any retirement benefits which You may only get on a reduced basis.

Any general increase in benefits required by law that You are entitled to receive under any Federal Law will not reduce the Long Term Disability Benefit payable for a period of Total Disability that began prior to the date of such increase.

If You are paid Other Income Benefits in a lump sum, We will pro rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined over a period of 24 months.

We may require:

1. Your signed statement identifying all Other Income Benefits; and
2. proof that You and Your family have duly applied for all Other Income Benefits We reasonably believe You or Your family are entitled to or eligible to receive as a result of the Disability for which You are claiming benefits under this plan.

You will be required to apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You will be required to apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals if such action can reasonably be expected to result in an award.

If You are eligible for benefits under The Canadian Pension Plan, The Quebec Pension Plan, Railroad Retirement Act, or other similar government plan You will be required to apply for such benefits if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits You are eligible to receive with reasonable diligence.

If Your disability was caused by a work injury, You will be required to apply for Workers' Compensation benefits with Your employer if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

If You are eligible for benefits from California State Disability Insurance or disability insurance from another state, You will be required to apply for California State Disability Insurance or disability insurance from another state if such action can reasonably be expected to result in such an award. You will be required to pursue those benefits with reasonable diligence.

We will use any reasonable means to estimate the amount of Other Income Benefits payable under the Social Security Administration's Disability Income Program, the Canadian Pension Plan, The Quebec Pension Plan or any similar plan or act if We reasonably believe You or Your family are entitled or eligible to receive them but You or Your family have not applied; or failed to pursue them with reasonable diligence; or You have failed to provide Us with proof that You or Your family have applied for and reasonably pursued these benefits. We will deduct the estimated amount of this benefit from Your Monthly Benefit payable under this plan even if You or Your family are not receiving these benefits.

We will use any reasonable means to estimate the amount of temporary disability benefits payable to You under a workers compensation law or any other occupational disease law or similar act; or the amount of benefits payable to You under any statutory benefit law, plan or act if We reasonably believe You are entitled or eligible to receive them but You have not applied; or failed to pursue them with reasonable diligence; or failed to provide Us with proof that You have applied for and reasonably pursued these benefits. We will deduct the estimated amount of these benefits from Your Monthly Benefit payable under this plan even if You are not receiving these benefits.

**Physician** means a person who is:

1. a doctor of medicine, osteopathy, psychology or other healing art recognized by us;
2. licensed to practice in the state or jurisdiction where care is being given; and
3. practicing within the scope of that license.

**Pre-disability Earnings** means your Monthly Rate of Basic Earnings in effect on the day before you became Disabled.

**Prior Plan** means the long term disability insurance carried by the Employer on the day before the Plan Effective Date.

**Regular Care of a Physician** means you are attended by a Physician, who is not related to you:

1. with medical training and clinical experience suitable to treat your disabling condition; and
2. whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;
  - b) according to guidelines established by medical, research and rehabilitative organizations; and
  - c) administered as often as needed,

to achieve the maximum medical improvement.

**Partial Disability or Partially Disabled** means You are not Totally Disabled, and while actually working in an occupation, as a result of sickness or injury, You are unable to engage with reasonable continuity in that or any other occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience or station in life, and physical and mental capacity.

**Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan or 403(b) plan.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**Total Disability or Totally Disabled:** means during the Elimination Period and for the next 24 month(s), as a result of injury or sickness, You are unable to perform with reasonable continuity the Essential Duties necessary to pursue Your occupation in the usual or customary way.

After that, as a result of injury or sickness You are unable to engage with reasonable continuity in Any Occupation. **We,**

**us or our** means the Hartford Life and Accident Insurance Company.

**You, your, Insured Person** means the Insured Person to whom this Booklet-certificate is issued.

## STATUTORY PROVISIONS

### ARKANSAS

#### LONG TERM DISABILITY

The following provisions are applicable to residents of Arkansas and are included to bring Your Booklet-certificate into conformity with Arkansas state law.

##### **1. Insurer Information Notice**

Any questions regarding the plan may be directed to The Hartford Insurance Group Sales Office indicated below:

777 South Figueroa Street  
Group Sales - Suite 700  
Los Angeles, CA 90017

Telephone: 1-877-869-7279

If the question is not resolved, you may contact the Arkansas Insurance Department:

Arkansas Insurance Department  
Consumer Services Division  
1200 West third Street  
Little Rock, Arkansas 72201-1904

Telephone: 1-800-852-5494

This notice is for information only and does not become a condition of the plan.

##### **2. Minimum Monthly Benefit**

The Schedule of Insurance is amended to include a Minimum Monthly Benefit of \$50. In no event will any monthly benefit payable be less than \$50.

### MASSACHUSETTS

#### LONG TERM DISABILITY

The following provision is applicable to residents of Massachusetts and is included to bring your Booklet-certificate into conformity with Massachusetts state law.

##### **Continuation**

The following is added to the Termination section of your booklet.

**Does your coverage continue if your employment terminates or you cease to be a member of an eligible class?**

If your insurance terminates because your employment terminates or you cease to be a member of an eligible class, your insurance will automatically be continued until the end of a 31 day period from the date your insurance terminates or the date you become eligible for similar benefits under another group plan, whichever occurs first.

If your insurance terminates because your employment is terminated as a result of a plant closing or covered partial closing, your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

1. 90 days from the date you were no longer eligible for coverage as an Active Full-time Employee;
2. the date you become eligible for similar benefits under another group plan;
3. the last day of the period for which required premium is made;
4. the date the Group Insurance Policy terminates;
5. the date your Employer ceases to be a Participant Employer, if applicable.

Continued coverage is subject to all other applicable terms and conditions of the policy.

**MINNESOTA**

**LONG TERM DISABILITY**

The following provision is applicable to residents of Minnesota and is included to bring your Booklet-certificate into conformity with Minnesota state law.

**Subrogation**

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Bookletcertificate does not apply to you.

**MISSOURI**

**LONG TERM DISABILITY**

The following provision is applicable to residents of Missouri and is included to bring your Booklet-certificate into conformity with Missouri state law.

**Subrogation**

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

**NEW JERSEY**

**LONG TERM DISABILITY**

The following provision is applicable to residents of New Jersey and is included to bring your Booklet-certificate into conformity with New Jersey state law.

### **Subrogation**

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

## **NEW YORK**

### **LONG TERM DISABILITY**

The following provisions are applicable to residents of New York and are included to bring your Booklet-certificate into conformity with New York state law.

#### **1. Pre-existing Conditions Limitations**

The following provision is added to the paragraph entitled "Are there any other limitations on coverage?" in the Pre-existing Conditions Limitations section appearing in your booklet.

However, if you become insured under the Group Insurance Policy and were covered under a group or blanket disability insurance plan or employer-provided disability benefit arrangement within 60 days of your effective date of coverage under this plan, any:

1. treatment-free period requirements; or
2. period of coverage requirements,

which were satisfied or partially satisfied under your previous coverage will be credited toward satisfaction of similar periods under this plan.

#### **2. Continuity From a Prior Plan**

The section entitled "Continuity From a Prior Plan" is amended to read as follows:

##### **Is there continuity of coverage from a Prior Plan?**

If you were:

1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan,

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

If you were covered under a Prior Plan within 60 days prior to the date your coverage under this plan takes effect, the Pre-Existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the date your coverage under the plan takes effect, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the previous paragraph will be the lesser of:

1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:

1. you returned to work as an Active Full-time employee before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

**Prior Plan**, for the purpose of this provision, means an employer-provided disability benefit arrangement or group or blanket long term disability insurance carried by the Employer on the day before the Plan Effective Date.

## NORTH CAROLINA

### LONG TERM DISABILITY

The following provisions are applicable to residents of North Carolina and are included to bring your Bookletcertificate into conformity with North Carolina state law.

#### **1. Other Income Benefits Definition**

With respect to the definition of Other Income Benefits which appears in the Definitions section of your Bookletcertificate, the following two items do not apply to you.

The item in the first paragraph of the definition of Other Income Benefits which reads we will offset with a "no-fault" automobile insurance plan does not apply to you.

The item in the second paragraph of the definition of Other Income Benefits which reads we will offset with a "portion of a settlement or judgement, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings" does not apply to you.

#### **2. Regular Care and Attendance by a Physician**

The following paragraph is added to the provision entitled "When do benefits become payable" appearing in the Disability Benefits section of your Booklet-certificate.

Regular care by a physician will cease to be required, if in the opinion of qualified medical professionals, further medical care and treatment would be of no benefit to you.

#### **3. Subrogation**

The provision entitled "What are our subrogation rights" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

#### **4. Notification**

The following provision replaces the provision of the same title appearing in the General Provisions section of your Booklet-certificate.

**When should we be notified of a claim?**

You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Group Insurance Policy number. The notice should be sent to the Hartford Life and Accident Insurance Company, Hartford Plaza, Hartford, Connecticut 06115, or to the Employer, or an authorized agent of Hartford Life.

**OKLAHOMA**

**LONG TERM DISABILITY**

The following provision is applicable to residents of Oklahoma and is included to bring your Booklet-certificate into conformity with Oklahoma state law.

**Fraud Warning**

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of insurance fraud.

**PENNSYLVANIA**

**LONG TERM DISABILITY**

The following provision is applicable to residents of Pennsylvania and is included to bring your Booklet-certificate into conformity with Pennsylvania state law.

**Other Income Benefits Definition Amended**

The item in the first paragraph of the definition of Other Income Benefits which reads we will offset with a "no-fault" automobile insurance plan does not apply to you.

**TEXAS**

**LONG TERM DISABILITY**

The following provisions are applicable to residents of Texas and are included to bring your Booklet-certificate into conformity with Texas state law.

**1. Workers' Compensation Notice**

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

**2. Insurer Information Notice**

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**IMPORTANT NOTICE**

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**AVISO IMPORTANTE**

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**To obtain information or make a Complaint:**

You may call Hartford Life's toll-free telephone number for information or to make a complaint at:

**1-800-752-9713 if about a claim**  
**1-800-523-2233 if not about a claim**

You may also write to  
Hartford Life  
P.O. Box 2999  
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the  
Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Hartford Life first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**Para Obtener Informacion O Para Someter Una Queja:**

Usted puede llamar al numero de telefono gratis de Hartford's para informacion o para de someter una queja al:

**1-800-752-9713 acerca de un reclamo**  
**1-800-523-2233 para una queja**

Usted tambien puede escribir a  
Hartford  
P.O. Box 2999  
Hartford, CT 06104-2999

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al  
Departamento de Seguros de Texas  
P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo debe comunicarse con el (la compania) Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**UTAH****LONG TERM DISABILITY**

The following provision is applicable to residents of Utah and is included to bring your Booklet-certificate into conformity with Utah state law.

**Interpretation of Policy Terms and Conditions**

The following provision is deleted:

**Who interprets policy terms and conditions?**

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

**VIRGINIA**

**LONG TERM DISABILITY**

The following provision is applicable to residents of Virginia and is included to bring your Booklet-certificate into conformity with Virginia state law.

**Subrogation**

The provision entitled "What are our subrogation rights?" appearing in the General Provisions section of your Booklet-certificate does not apply to you.

**ERISA INFORMATION**

**THE FOLLOWING NOTICE  
CONTAINS IMPORTANT INFORMATION**

This employee welfare benefit plan (Plan) is subject to certain requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA requires that you receive a Statement of ERISA Rights, a description of Claim Procedures, and other specific information about the Plan. This document serves to meet ERISA requirements and provides important information about the Plan.

The benefits described in your booklet-certificate (Booklet) are provided under a group insurance policy (Policy) issued by the Hartford Life and Accident Insurance Company (Insurance Company) and are subject to the Policy's terms and conditions. The Policy is incorporated into, and forms a part of, the Plan. The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

A copy of the Plan is available for your review during normal working hours in the office of the Plan Administrator.

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**1. Plan Name**

Group Long Term Disability Plan for employees of OCCIDENTAL PETROLEUM CORPORATION.

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**2. Plan Number**

LTD - 591

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**3. Employer/Plan Sponsor**

OCCIDENTAL PETROLEUM CORPORATION  
10889 Wilshire Boulevard  
Los Angeles, CA 90024

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**4. Employer Identification Number**

95-4035997

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**5. Type of Plan**

Welfare Benefit Plan providing Group Long Term Disability.

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**6. Plan Administrator**

OCCIDENTAL PETROLEUM CORPORATION  
10889 Wilshire Boulevard  
Los Angeles, CA 90024

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**7. Agent for Service of Legal Process**

For the Plan

OCCIDENTAL PETROLEUM CORPORATION  
10889 Wilshire Boulevard  
Los Angeles, CA 90024

For the Policy:

Hartford Life And Accident Insurance Company  
200 Hopmeadow St.  
Simsbury, CT 06089

In addition to the above, Service of Legal Process may be made on a plan trustee or the plan administrator.

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8. **Sources of Contributions** -- The Employer pays the premium for the insurance, but may allocate part of the cost to the employee. The Employer determines the portion of the cost to be paid by the employee.

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9. **Type of Administration** -- The plan is administered by the Plan Administrator with benefits provided in accordance with the provisions of the applicable group plan.

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10. The Plan and its records are kept on a Policy Year basis.

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**11. Labor Organizations**

None

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**12. Names and Addresses of Trustees**

None

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**13. Plan Amendment Procedure**

The Plan Administrator reserves full authority, at its sole discretion, to terminate, suspend, withdraw, reduce, amend or modify the Plan, in whole or in part, at any time, without prior notice.

The Employer also reserves the right to adjust your share of the cost to continue coverage by the same procedures.

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## STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

### 1. Receive Information About Your Plan and Benefits

- a) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The administrator may make a reasonable charge for the copies.
- c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### 2. Prudent Actions by Plan Fiduciaries

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. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### 3. Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If the Plan requires you to complete administrative appeals prior to filing in court, your right to file suit in state or Federal court may be affected if you do not complete the required appeals. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek 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. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### 4. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **CLAIM PROCEDURES**

The Plan has designated and named the Insurance Company as the claims fiduciary for benefits provided under the Policy. The Plan has granted the Insurance Company full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

### **Claim Procedures for Claims Requiring a Determination of Disability**

#### Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 45 days after receipt of your properly filed claim. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, the Insurance Company notifies you in writing that an extension is necessary due to matters beyond the control of the Plan, identifies those matters and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim, the time for decision may be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to our request. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

Any adverse benefit determination will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary, 4) a description of the review procedures and time limits applicable to such procedures, 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal, and 6) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request, or (B) if denial is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

#### Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 180 days from the date you received your claim denial. As part of your appeal:

1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 45 days after it receives your timely appeal. The time for final decision may be extended for one additional 45 day period provided that, prior to the extension, the Insurance Company notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for decision shall be tolled from the date on which the notification of the extension is sent to you until the date we receive your response to the request.

The individual reviewing your appeal shall give no deference to the initial benefit decision and shall be an individual who is neither the individual who made the initial benefit decision, nor the subordinate of such individual. The review process provides for the identification of the medical or vocational experts whose advice was obtained in connection with an initial adverse decision, without regard to whether that advice was relied upon in making that decision. When deciding an appeal that is based in whole or part on medical judgment, we will consult with a medical professional having the appropriate training and experience in the field of medicine involved in the medical judgment and who is neither an individual consulted in connection with the initial benefit decision, nor a subordinate of such individual. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a statement that you have the right to bring a civil action under section 502(a) of ERISA, 4) a statement that you may request, free of charge, copies of all documents, records, and other information relevant to your claim; 5) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the decision on appeal, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the decision on appeal and that a copy will be provided free of charge to you upon request, or (B) if the decision on appeal is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the decision on appeal, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request, and 6) any other notice(s), statement(s) or information required by applicable law.

### **Claim Procedures for Claims Not Requiring a Determination of Disability**

#### Claims for Benefits

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents, you or your authorized representative should obtain a claim form(s) from your Employer or Plan Administrator. The applicable section of such form(s) must be completed by (1) you, (2) the Employer or Plan Administrator and (3) the attending physician or hospital. Following completion, the claim form(s) must be forwarded to the Insurance Company's claim representative. The Insurance Company will evaluate your claim and determine if benefits are payable.

The Insurance Company will make a decision no more than 90 days after receipt of your properly filed claim. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 90 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 180 days after your claim was received. If the Insurance Company approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

However, any adverse benefit determination will be in writing and include: 1) specific reasons for the decision; 2) specific references to Policy provisions on which the decision is based; 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; 4) a description of the review procedures and time limits applicable to such, and 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal our decision and after you receive a written denial on appeal.

## Appealing Denials of Claims for Benefits

On any wholly or partially denied claim, you or your representative must appeal once to the Insurance Company for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by the Insurance Company no later than the expiration of 60 days from the date you received your claim denial. As part of your appeal:

1. you may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
2. you may submit written comments, documents, records and other information relating to your claim.

The Insurance Company's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Insurance Company will make a final decision no more than 60 days after it receives your timely appeal. However, if the Insurance Company determines that special circumstances require an extension, the time for its decision will be extended for an additional 60 days, provided that, prior to the beginning of the extension period, the Insurance Company notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 120 days after your appeal was received. If the Insurance Company grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

However, any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision and specific references to the Policy provisions on which the decision is based, 2) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim, 3) a statement of your right to bring a civil action under section 502(a) of ERISA, and 4) any other notice(s), statement(s) or information required by applicable law.

**The Plan Described in this Booklet  
is Insured by the**

**Hartford Life and Accident Insurance Company**  
Hartford, Connecticut

**Member of The Hartford Insurance Group**