

# **Long-Term Disability (LTD) Plan**

**for**

## **Bargaining Unit Employees**

**Effective June 1, 2003, for IBEW Clerical, ESC and IUSO Employees**

**Effective October 1, 2003, for IBEW Physical Employees**

# **Long-Term Disability (LTD) Plan**

## **Summary**

As a regular full-time, part-time or intermittent employee covered by the IBEW Physical, IBEW Clerical, ESC, or IUSO Agreements, you are eligible for coverage under the Company's Long-Term Disability (LTD) Plan.

The Long-Term Disability (LTD) Plan provides you with a steady source of income if you become disabled because of an accident or a long-term illness. This benefit, when combined with certain other sources of income that may be payable after the disability occurs, will be equal to 50% or 66-2/3% of your basic monthly pay.

You must be a member of the Group Life Insurance Plan to be eligible for LTD.

There are three different plans under which you may qualify for LTD benefits, depending on when you become eligible for LTD benefits and/or when the onset of your disability begins.

### **Plan I**

***If you became eligible for LTD benefits prior to January 1, 2000***, your LTD benefits will be provided according to the provisions of Plan I. This plan assures you of an income equal to 50% of your basic monthly rate of pay. You must have been enrolled in the Group Life Insurance Plan at the onset of your disability in order to be eligible for Long-Term Disability (LTD) coverage. Benefits begin after six months of disability. Benefits may continue for a period of time based on your length of credited service. Detailed information on Plan I is provided in this section under ***Plan I: LTD Benefits for Employees Who Became Eligible for LTD Prior to January 1, 2000***.

### **Plan II**

***If you became eligible for LTD benefits on or after January 1, 2000, and the onset of your disability was prior to June 1, 2003***, your LTD benefits will be provided according to the provisions of Plan II. This plan assures you of an income equal to 66-2/3% of your basic monthly rate of pay. You must have been enrolled in the Group Life Insurance Plan at the onset of your disability in order to be eligible for Long-Term Disability (LTD) coverage. Benefits begin after six months of disability. Your LTD benefit continues until age 65, provided that you continue to meet the qualifying criteria and your disability is not covered under the mental/nervous provisions explained later in this section under ***Plan II: LTD Benefits for Employees Who Became Eligible for LTD On or After January 1, 2000, and Whose Onset of Disability Was Prior to June 1, 2003 (if IBEW Clerical, ESC or IUSO) or Prior to October 1, 2003 (if IBEW Physical)***.

### **Plan III**

Your LTD benefits will be provided according to the provisions of Plan III ***if you are an IBEW Clerical, ESC, or IUSO employee and the onset of your disability begins on or after June 1, 2003, or if you are an IBEW Physical employee and the onset of your disability begins on or after October 1, 2003***. This plan assures you of an

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income equal to 66-2/3% of your basic monthly rate of pay. You must have been enrolled in the Group Life Insurance Plan at the onset of your disability in order to be eligible for Long-Term Disability (LTD) coverage. Benefits begin after five consecutive months of disability. Your LTD benefit continues until age 65 provided that you continue to meet the qualifying criteria and you are receiving a Social Security Disability benefit. Detailed information on Plan III is provided in this section under ***Plan III: LTD Benefits for IBEW Clerical, ESC and IUSO Employees Whose Onset of Disability Is On or After June 1, 2003, and IBEW Physical Employees Whose Onset of Disability Is On or After October 1, 2003.***

### ***How Disability Is Determined***

In general, you will be considered “disabled” if an illness or injury keeps you from performing the normal duties of your job and the Company is unable to place you in a job suited to your reduced work capabilities.

To be considered for LTD benefits, you must apply by calling the Fortis Benefits Insurance Company (Fortis), the Company’s third-party LTD administrator, at 1-800-743-7488.

Your application and medical certification of your disability will be reviewed by Fortis, for approval or denial of LTD benefits, within 45 days of receipt of your written LTD claim and medical evidence. If, due to insufficient information, a determination cannot be made within 45 days, Fortis may request up to two 30-day extensions.

You may be asked to undergo a physical examination by a panel doctor in order to verify your disability. While on LTD, you may also be required to undergo an examination once every six months during the first two years of your disability and not more than annually thereafter.

### ***If You Are Placed in Another Classification***

If you are determined disabled for purposes of the LTD Plan, the Company will try to place you in a position in the highest available classification suited to your reduced capabilities. The classification must have a wage rate that produces a take-home pay after taxes which is at least equal to your LTD benefits.

If you are placed in a classification with a lower wage rate than your previous classification and you later become unable to perform these new duties solely because of your original disability, the basic monthly rate used in determining your LTD benefit will be the basic monthly rate on the last day you worked in your previous classification or the basic monthly rate of your current classification, whichever is greater.

### ***When LTD Benefits Begin***

You become eligible to receive monthly LTD benefits after you have been disabled and away from work for a cumulative total of six months (under Plan I and Plan II) or five consecutive months (under Plan III).

### ***Benefits for Recurrent Disabilities***

If you go back to work and become disabled again within 180 calendar days because of the same condition, your second disability will be counted as part of the first. This means that you will not have to wait six months (applicable to Plan I and Plan II) or five months (applicable to Plan III) for benefits to begin. The duration and the amount of your benefit will be based on when you first became disabled.

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#### ***Return to Work (RTW) Program***

Employees who have been approved for LTD and who are not qualified for Social Security Disability Insurance benefits must fully comply with the Company's Return to Work (RTW) Program. The provisions of the RTW Program require that within 90 days of being approved for LTD you shall:

- Consult with Human Resources to identify jobs you may be capable of performing, and
- Provide your physician with the job requirements description for each job identified, and
- Obtain a written assessment from your treating physician of those jobs identified by you and Human Resources, and return the physician's written assessments to Human Resources.

Within 45 days after the date of the treating physician's assessment, you shall:

- Submit transfers and bids to jobs that are consistent with the treating physician's written assessment, and
- Schedule and take all qualifying tests required for the classification(s) for which transfers and or bids have been submitted. You shall schedule and retake any tests that you failed within 45 days of being eligible to retest, and
- Actively maintain, at all times, bids and/or transfers for classifications that are consistent with the treating physician's written assessment, and
- Accept an offer to any classification for which you are qualified.

**Failure to comply with the RTW Program obligations within the specified time periods shall result in the termination of Long-Term Disability benefits and your employment.**

#### ***What the LTD Plan Does Not Cover***

LTD benefits will not be paid if your disability results from:

- A condition involving the abuse of alcohol or a controlled substance, as defined by state or federal law. However, benefits will be paid if, as a consequence of your substance abuse, you are suffering from an illness or injury that would otherwise qualify for benefits.
- Employment with an employer other than the Company, its domestic subsidiaries or affiliated companies, as may be designated.
- Commission of a crime.
- Attempted suicide.

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## ***What Happens to Your Other Benefits While You Are Disabled***

**Health Care Benefits.** The Company continues your current health care benefits (medical, dental and vision plans). The dental and vision plans are continued at no cost to you for as long as you qualify for LTD benefits. Effective January 1, 2004, the medical plan requires cost-sharing by the employee. When you become eligible for Medicare (Parts A and B), Medicare will be the first payer of medical claims and the Company will be the second payer of medical claims. The Company will reimburse you for the monthly Medicare Part B premium.

**Life Insurance.** Your life insurance coverage continues at no cost to you for as long as you qualify for LTD benefits.

**Retirement and 401(k) Plans.** The period for which you are entitled to receive LTD benefits counts as “credited service” under both the Retirement and the 401(k) plans.

## ***Appeals***

If your claim for LTD benefits has been denied in whole or in part, you will receive a letter from Fortis Benefits Insurance Company, the Company’s third-party LTD administrator, stating the reason(s) for the denial and further appeal procedures. You may appeal the denial to the Employee Benefit Administrative Committee (EBAC). When appealing Fortis’ decision, state the reason(s) why you believe the claim was improperly denied and submit any data, questions or comments you think appropriate.

You must submit your appeal in writing to EBAC within 180 days after you receive your notice of claim denial from Fortis. Please refer to ***Long-Term Disability Plan*** in the section entitled ***Claims and Appeals*** for further details.

## ***Plan I: LTD Benefits for Employees Who Became Eligible for LTD Prior to January 1, 2000***

### ***Eligibility***

You must have been a member of the Group Life Insurance Plan on the date you became disabled to be eligible for LTD benefits. LTD benefits are provided at no additional cost to eligible employees.

### ***How Much the Plan Pays***

The LTD Plan, combined with other benefits, assures you of an income equal to 50% of your basic monthly rate of pay.

Your ***“basic monthly rate of pay”*** means your regular pay and excludes overtime, premium pay, bonuses or other pay. The monthly rate of basic pay used to determine LTD benefits is the wage rate of your regular job classification on the date you become disabled.

Benefits for employees who attain part-time or intermittent status on or after January 1, 1991, shall be prorated based on the ratio of actual straight-time hours worked in the previous calendar year to the full-time hourly equivalent (2,080 hours per calendar year), rounded to the nearest month.

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Employees who attained part-time or intermittent status before January 1, 1991, are eligible for LTD benefits based on the average of their previous six-months' straight-time rate of basic pay.

#### **If You Become Eligible for LTD Benefits at Age 61 or Older – Plan I**

If you become eligible for LTD benefits at age 61 or older, you have the option of receiving LTD benefits for up to five years, as long as you continue to qualify for LTD benefits. However, if you stay on LTD past age 65, the amount of your benefit will be recalculated as follows:

- If you had 20 years or more of credited service at the time your disability began, your monthly LTD benefit will be reduced to 40% of your monthly rate of pay at the time of your disability. Your LTD benefit will be further reduced by 40% of your age-65 Social Security benefit and 100% of any payments received from the Company's pension plan, if applicable.
- If you had less than 20 years of credited service at the time your disability began, your monthly LTD benefit will be reduced to 30% of your monthly rate of pay at the time of your disability. Your LTD benefit will be further reduced by 30% of your age-65 Social Security benefit and 100% of any payments received from the Company's pension plan, if applicable.

#### **Coordination of Benefits – Plan I**

Your benefits under the LTD Plan will be coordinated with other benefits that you may be entitled to receive, including but not limited to:

- The PSEBA Voluntary Wage Benefit Plan (for illnesses or injuries occurring on or before December 31, 2000) or California State Disability Insurance (SDI) (for illnesses or injuries occurring on or after January 1, 2001)
- The Company's Supplemental Benefits for Industrial Injury Plan and any other Workers' Compensation benefits
- Any other benefits payable by an employer, including those payable under government laws financially supported by an employer
- 50% of your primary Social Security disability benefit, including any back-pay awards
- 100% of any payments received from the Company's pension plan
- Life pensions paid under the Workers' Compensation Act for injuries occurring on or after July 1, 1977 (you are entitled to a life pension if you have received a disability rating of 70% or greater)
- 30% or 40% of your Social Security retirement benefit (depending on your credited service at the time your disability began) on your normal retirement date if you are qualified to continue LTD benefits

For purposes of calculating your LTD benefit, it is assumed that you qualify for Social Security disability benefits unless your claim is rejected twice by the Social Security Administration. (You must apply for Social Security disability benefits a second time if your claim is denied the first time.)

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Here is an example of how the coordination of benefits provision works:

Sandra has become disabled and has a monthly salary of \$3,000. The LTD Plan assures Sandra of a monthly income of \$1,500 — 50% of \$3,000 — from all sources. If she is eligible for Social Security disability benefits of \$900 a month, her LTD benefit from the LTD plan will be:

• Assured monthly income	\$1,500
• Less SDI payments (maximum benefit — 52 weeks)	- \$1,000
• Less 50% of monthly Social Security benefit	<u>- \$450</u>
• Sandra's monthly benefit from the LTD Plan	\$50

When the California State Disability Insurance payments stop after 52 weeks, Sandra's benefit from the LTD Plan will increase to \$1,050 (\$1,500 minus \$450 Social Security offset). This LTD benefit of \$1,050, combined with her Social Security benefit of \$900, provides her with a total monthly income of \$1,950.

### Maximum LTD Benefit Period – Plan I

Under Plan I, the maximum duration of your LTD benefits depends on the length of your credited service under the Retirement Plan (see chart below).

Any periods when you are receiving LTD benefits will be credited to you for Retirement Plan benefits just as if you were actively working.

#### Maximum LTD Benefit Period — Plan I

<i>Your Length of Credited Service</i>	<i>LTD Benefits are Payable</i>
<ul style="list-style-type: none"> <li>• Less than 5 years</li> <li>• At least 5 years but less than 15 years</li> </ul>	<ul style="list-style-type: none"> <li>• For 5 years</li> <li>• For a period of time equal to your length of service (unless you reach normal retirement age under the Company's Retirement Plan)</li> </ul>
<ul style="list-style-type: none"> <li>• 15 years or more</li> </ul>	<ul style="list-style-type: none"> <li>• Until you reach normal retirement age under the Company's Retirement Plan</li> </ul>

Employees who become eligible for LTD benefits at age 61 or older should refer to ***If You Become Eligible for LTD Benefits at Age 61 or Older – Plan I*** on page 5 for information regarding their maximum LTD benefit period.

### When LTD Benefits End – Plan I

LTD benefits will end on the earliest of the following events:

- You recover from your disability and are medically released to return to work.
- You refuse a position in another job classification at the Company which has duties equal to your reduced work capabilities.
- You start earning income from some other form of work that is equal to more than 50% of your monthly salary on the last day you worked prior to becoming disabled.

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- You reach normal retirement age under the Company's Retirement Plan (unless LTD eligibility begins at age 61 or older; see *If You Become Eligible for LTD Benefits at Age 61 or Older – Plan I* on page 5).
- You are no longer eligible for LTD benefits because you reach the maximum benefit period (see the section entitled *Maximum LTD Benefit Period – Plan I* on page 6).
- You do not follow your physician's recommended treatment program.
- You do not comply with the Company's Return to Work Program.
- You are terminated or leave the Company.
- You die.

### ***Plan II: LTD Benefits for Employees Who Became Eligible for LTD On or After January 1, 2000, and Whose Onset of Disability Was Prior to June 1, 2003 (if IBEW Clerical, ESC or IUSO) or Prior to October 1, 2003 (if IBEW Physical)***

#### **Eligibility**

You must have been a member of the Group Life Insurance Plan on the date you became disabled to be eligible for LTD benefits. LTD benefits are provided at no additional cost to eligible employees.

#### **How Much the Plan Pays**

The LTD Plan, combined with other benefits, assures you of an income equal to 66-2/3% of your basic monthly rate of pay.

Your ***“basic monthly rate of pay”*** means your regular pay and excludes overtime, premium pay, bonuses or other pay. The monthly rate of basic pay used to determine LTD benefits is the wage rate of your regular job classification on the date you become disabled.

Benefits for employees who attain part-time or intermittent status on or after January 1, 1991, shall be prorated based on the ratio of actual straight-time hours worked in the previous calendar year to the full-time hourly equivalent (2,080 hours per calendar year), rounded to the nearest month.

Employees who attained part-time or intermittent status before January 1, 1991, are eligible for LTD benefits based on the average of their previous six-months' straight-time rate of basic pay.

#### **If You Become Eligible for LTD Benefits at Age 61 or Older – Plan II**

If you become eligible for LTD benefits at age 61 or older, you have the option of receiving LTD benefits for up to five years, as long as you continue to qualify for LTD benefits. However, if you stay on LTD past age 65, the amount of your benefit will be reduced by 100% of your Social Security retirement benefit and 100% of any payments received from the Company's pension plan, if applicable.



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#### Coordination of Benefits – Plan II

Your benefits under the LTD Plan will be coordinated with other benefits which you may be entitled to receive, including but not limited to:

- The PSEBA Voluntary Wage Benefit Plan (for illnesses or injuries occurring on or before December 31, 2000) or California State Disability Insurance (SDI) (for illnesses or injuries occurring on or after January 1, 2001)
- The Company's Supplemental Benefits for Industrial Injury Plan and any other Workers' Compensation benefits
- Any other benefits payable by an employer, including those payable under government laws financially supported by an employer
- 100% of your primary Social Security disability benefit, including any back-pay awards
- 100% of any payments received from the Company's pension plan
- Life pensions paid under the Workers' Compensation Act for injuries occurring on or after July 1, 1977 (you are entitled to a life pension if you have received a disability rating of 70% or greater)
- 100% of your Social Security retirement benefit on your normal retirement date if you are qualified to continue LTD benefits

For purposes of calculating your LTD benefit, it is assumed that you qualify for Social Security disability benefits unless your claim is rejected twice by the Social Security Administration. (You must apply for Social Security disability benefits a second time if your claim is denied the first time.)

Here is an example of how the coordination of benefits provision works:

Sandra has become disabled and has a monthly salary of \$3,000. The LTD Plan assures Sandra of a monthly income of \$2,000 — 66-2/3% of \$3,000 — from all sources. If she is eligible for Social Security disability benefits of \$1,400 a month, her LTD benefit from the LTD plan will be:

• Assured monthly income	\$2,000
• Less SDI payments (maximum benefit — 52 weeks)	- \$1,000
• Less 100% of monthly Social Security benefit	- \$1,400
• Sandra's monthly benefit from the LTD Plan	\$0

When the SDI payments stop after 52 weeks, Sandra's benefit from the Company's LTD Plan will increase to \$600 (\$2,000 minus \$1,400 for Social Security offset). This LTD benefit of \$600, combined with her Social Security benefit of \$1,400, provides her with a total monthly income of \$2,000.

#### Maximum LTD Benefit Period – Plan II

Under Plan II, the maximum duration of your LTD benefits will be to age 65, unless your disability is a mental/nervous disability and is subject to the two-year limit described on page 9. You may not continue to receive LTD benefits beyond age 65 unless you became eligible for LTD at age 61 or older. In such a case, you would be entitled to a maximum LTD benefit period of five years.

Any periods when you are receiving LTD benefits will be credited to you for Retirement Plan benefits just as if you were actively working.

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#### **Two-Year Limit on Mental/Nervous Disabilities**

In general, mental/nervous disabilities are subject to a two-year maximum benefit period. The two-year limit will not apply if the employee's disability is due to schizophrenia, dementia, organic brain syndromes, delirium, amnesia syndromes or organic delusional or hallucinogenic syndromes. If you are awarded Social Security disability benefits prior to the end of the two-year limit, your LTD benefit will continue to your normal retirement. If you are hospitalized or institutionalized on the date your two-year limit expires, your LTD benefit shall continue for the duration of the stay, but not to exceed your normal retirement date.

#### **When LTD Benefits End – Plan II**

LTD benefits will end on the earliest of the following events:

- You recover from your disability and are medically released to return to work.
- You refuse a position in another job classification at the Company which has duties equal to your reduced work capabilities.
- You start earning income from some other form of work that is equal to more than 33-1/3% of your monthly salary on the last day you worked prior to becoming disabled.
- You reach normal retirement age under the Company's Retirement Plan.
- Your LTD eligibility begins at age 61 or older and your five-year maximum has expired.
- You reach the two-year limit to which some mental/nervous disabilities are subject, as described above.
- You do not follow your physician's recommended treatment program.
- You do not comply with the provisions of the Company's Return to Work Program.
- You are terminated or leave the Company.
- You die.

#### ***Plan III: LTD Benefits for IBEW Clerical, ESC and IUSO Employees Whose Onset of Disability Is On or After June 1, 2003, and IBEW Physical Employees Whose Onset of Disability Is On or After October 1, 2003***

##### **Eligibility**

You are automatically enrolled as a member of the Group Life Insurance Plan. LTD benefits are provided to you at no additional cost.

##### **How Much the Plan Pays**

The LTD Plan, combined with other benefits, assures you of an income equal to 66-2/3% of your basic monthly rate of pay.

Your "**basic monthly rate of pay**" means your regular pay and excludes overtime, premium pay, bonuses or other pay. The monthly rate of basic pay used to determine LTD benefits is the wage rate of your regular job classification on the date you become disabled.

Benefits for employees who attain part-time or intermittent status on or after January 1, 1991, shall be prorated based on the ratio of actual straight-time hours worked in the previous calendar year to the full-time hourly equivalent (2,080 hours per calendar year), rounded to the nearest month.

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Employees who attained part-time or intermittent status before January 1, 1991, are eligible for LTD benefits based on the average of their previous six-months' straight-time rate of basic pay.

### Coordination of Benefits – Plan III

Your benefits under the LTD Plan will be coordinated with other benefits that you may be entitled to receive, including but not limited to:

- California State Disability Insurance (SDI) (for illnesses or injuries occurring on or after January 1, 2001)
- The Company's Supplemental Benefits for Industrial Injury Plan and any other Workers' Compensation benefits
- Any other benefits payable by an employer, including those payable under government laws financially supported by an employer
- 100% of your **family** Social Security disability benefit, if applicable, including any back-pay awards
- 100% of any payments received from the Company's pension plan
- Life pensions paid under the Workers' Compensation Act for injuries occurring on or after July 1, 1977 (you are entitled to a life pension if you have received a disability rating of 70% or greater)
- 100% of your Social Security retirement benefit, **and family Social Security disability, if applicable**, on your normal retirement date if you are qualified to continue LTD benefits.

Here is an example of how the coordination of benefits provision works:

Sandra has become disabled and has a monthly salary of \$3,000. The LTD Plan assures Sandra of a monthly income of \$2,000 — 66-2/3% of \$3,000 — from all sources. If she is eligible for Social Security disability benefits of \$1,400 a month, her LTD benefit from the LTD plan will be:

• Assured monthly income	\$2,000
• Less SDI payments (1 month) (maximum benefit — 52 weeks)	- \$1,000
• Less 100% of monthly family Social Security benefit	- <u>\$1,400</u>
• Sandra's monthly benefit from the LTD Plan	\$0

When the SDI payments stop after 52 weeks, Sandra's benefit from the Company's LTD Plan will increase to \$600 (\$2,000 minus \$1,400 for Social Security offset). This LTD benefit of \$600, combined with her Social Security benefit of \$1,400, provides her with a total monthly income of \$2,000.

### Maximum LTD Benefit Period – Plan III

Under Plan III, the maximum duration of your LTD benefits is as follows:

- If you are not receiving a Social Security Disability benefit at the end of two years of LTD eligibility, your LTD benefit will cease and your employment will be terminated at that time.
- If you are receiving a Social Security Disability benefit at the end of two years of LTD eligibility, the maximum duration of your LTD benefits will be to age 65.
- If you are age 63 or older when you become eligible for LTD, the maximum duration of your LTD benefits will be two years.

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#### **Extension of LTD Benefits Beyond Two Years**

If an employee has elected to use the Company's third-party Social Security Disability Insurance advocate to represent the employee's interest in applying for Social Security Disability benefits **and** if the employee has not received a final Social Security Disability ruling within 24 months of the initial receipt of Long-Term Disability benefits through no fault of the employee, as determined by the advocate, the employee may receive a monthly extension of up to an additional 36 months of Long-Term Disability benefits. The employee must fully cooperate with the advocate and must defer the processing of the employee's application to the discretion of the advocate. If Social Security Disability benefits have not been awarded at the end of the extension, the employee's Long-Term Disability benefits and employment will be terminated.

In addition, if an employee, regardless of whether he or she has elected to use the Company's advocate, has been terminated from Long-Term Disability and employment, and is later awarded Social Security Disability benefits retroactive to the period in which he or she was receiving Long-Term Disability benefits, the employee's Long-Term Disability benefits and employment will be reinstated retroactive to the original date Long-Term Disability benefits ended.

Any periods when you are receiving LTD benefits will be credited to you for Retirement Plan benefits just as if you were actively working.

#### **When LTD Benefits End – Plan III**

LTD benefits will end on the earliest of the following events:

- You recover from your disability and are medically released to return to work.
- You refuse a position in another job classification at the Company which has duties equal to your reduced work capabilities.
- You start earning income from some other form of work that is equal to more than 33-1/3% of your monthly salary on the last day you worked prior to becoming disabled.
- You reach normal retirement age under the Company's Retirement Plan.
- You reach the two-year limit and do not have a Social Security Disability benefit.
- You reach the two-year limit because you were age 63 or older when you became eligible for LTD.
- You do not follow your physician's recommended treatment program.
- You do not comply with the provisions of the Company's Return to Work Program.
- You are terminated or leave the Company.
- You die.