Alcoa

Retirement

Pension Plan for Certain Hourly Employees of Alcoa USA Corp.
Rule IIX–Form E

Effective August 1, 2016

Alcoa Power Generating, Inc.–Warrick Power Plant

Contents

This booklet is the summary plan description (SPD) of the Pension Plan for Certain Hourly Employees of Alcoa USA Corp., Rule IIX–Form E, effective August 1, 2016, for eligible hourly employees covered by the collective bargaining agreement between Alcoa Power Generating, Inc. and the International Brotherhood of Electrical Workers, Local 702, effective November 1, 2015.

The address of the union is International Brotherhood of Electrical Workers, Local 702, 106 North Monroe Street, Frankfort, IL 62896.

An SPD is intended to summarize the features of a plan in clear, understandable, and informal language for participants. However, the governing terms of the plan are contained in the official plan document under which the plan operates. If there are any differences between this SPD and the plan document, the plan document will govern.

En esta carpeta se incluyen las descripciones sumarias del plan (SPD, por sus siglas en inglés) sobre sus prestaciones de Alcoa. Si usted no entiende plenamente alguna parte de esta información, llame al 1-844-31ALCOA (1-844-312-5262) y pregunte por un representante que hable español.

Web and Telephone Resources

For questions about the retirement plan or information on how to apply for retirement, you have the following resources:

- **UPoint**™ website at http://resources.hewitt.com/alcoausa—This interactive website is available 24 hours a day Monday through Saturday, and after 1 p.m. Eastern Time on Sunday.
- **1-844-31ALCOA** (1-844-312-5262)—This automated telephone system is available 24 hours a day Monday through Saturday, and after 1 p.m. Eastern Time on Sunday. The non-toll-free number for international callers is 312-843-5239. Hearing-impaired callers can use the AT&T Relay Service TTY at 1-800-855-2880.
- Customer service representatives—These specially-trained individuals are available weekdays from 9 a.m. to 5 p.m. Eastern Time. The representatives can answer your questions about how the retirement plan works or help you to initiate a retirement application.

To access the website, Alcoa USA Corp. requires you to use your personal user ID and password. If you use the telephone system, you must enter the last four digits of your Social Security Number (SSN) and your password. Your user ID (or the last four digits of your SSN) and password keep your personal retirement information confidential and ensure that only you have access to this information. You may use either the website or the telephone system to apply for retirement and/or obtain estimates of your pension payments at retirement.

Plan Overview

The Pension Plan for Certain Hourly Employees of Alcoa USA Corp., Rule IIX–Form E is designed to provide a valuable source of retirement income at no cost to you. When you retire, you are eligible to receive a regular monthly pension for life. Together with Social Security and your personal long-term savings, benefits under the plan can help you build a financially secure retirement.

With the separation of Alcoa Inc. into two publicly traded companies, if your accrued benefit as of August 1, 2016 under the legacy Alcoa Plan was transferred to this Alcoa USA Plan, then this Plan will provide your benefit. Future benefit accruals under the Alcoa USA Plan beginning August 1, 2016 will use the same formulas and provisions as the prior legacy plan and recognize your prior vesting and pension service.

Key Features

Eligibility—Participation is automatic when you reach age 21 and complete one year of vesting service.

Vesting—When you complete five years of vesting service, you are vested, which means that you are eligible to receive a benefit from the plan.

Plan Benefits—The plan pays a benefit at your normal or early retirement date. It also pays a benefit for disability retirement under certain circumstances.

Survivor Benefits—If you are married when you retire, your pension benefit automatically is reduced to provide a survivor benefit, unless you and your spouse elect otherwise. In addition, your spouse may be eligible for a survivor's benefit if you die before retirement.

Answers to Your Questions—For information about the plan or how to apply for benefits, go to the *UPoint*™ website or call 1-844-31ALCOA (1-844-312-5262).

Who Is Eligible

You automatically participate in the plan when you:

- are employed as an hourly employee of Alcoa Power Generating, Inc. at the Warrick Power Plant (as specified in "Participating Subsidiaries");
- reach age 21;
- complete one year of vesting service;
- are included in a unit of employees covered by a collective bargaining agreement that provides benefits under this rule; and
- are not accruing pension service for benefits under any other retirement plan to which Alcoa Corporation, Alcoa USA Corp., Alcoa Power Generating, Inc. or another subsidiary contributes.

Vesting service is counted both before and after the date you became a plan participant. For example, if you are hired on your 18th birthday and are employed continuously by Alcoa until you reach age 21, you will have three years of vesting service (see "What Service Means").

The following are *not* eligible for the plan: temporary, agency, leased, or contract employees, and other individuals who are not on the company payroll, as determined by the company, without regard to any court or agency decision determining common-law employment status.

What Service Means

Service is an important concept because it is used to determine when you become eligible for a plan benefit and the amount of that benefit.

There are two types of service under the plan: vesting service and pension service. Generally, you earn vesting and pension service beginning on your most recent date of hire and ending on the date you retire, die, or leave the company.

Both types of service are measured in years, full months, and full days, with full months calculated as $^1/_{12}$ of a year and full days calculated as $^1/_{360}$ of a year.

If you transfer to or from an Alcoa location or subsidiary that does not participate in the plan, special pension service rules are used to determine pension service (see “Special Pension Service Rules”).

Vesting Service

Vesting service is used to determine when you are eligible to participate in the plan, when you earn the right to a plan benefit, and when you are eligible to retire. You become vested in the plan after you complete five years of vesting service. Once you are vested, you have a right to your plan benefit even if you leave the company.

Vesting service includes pension service, service with SIGECO before March 1, 2001, and service with Alcoa or another subsidiary. It also may include service during periods of absence not counted as pension service and during periods of employment with groups not covered by the plan.

Pension Service

Pension service is used to determine the benefit amount you accrue under a rule of the plan. Your pension service may not be the same as your vesting service. In Rule IIX-Form E, pension service begins on March 1, 2001 or your date of hire, if later.

When Service Ends

Generally, you stop earning vesting service under the plan when you incur a severance date (have a break in service). A severance date occurs when you resign, retire, die, are discharged or dismissed, or when you otherwise leave the company. A severance date also occurs when you have been absent for more than one year due to a leave of absence, or for more than two years due to layoff, sickness, accident or non-occupational disability.

Generally, pension service ends when you cease employment under a rule of the plan. More information on periods that count as pension and/or vesting service is provided in the following sections.

Provisions governing service change from time to time. The provisions that are in effect on your severance date determine how such service is calculated.

The following sections describe how service may be affected by a severance date.

If You Are Absent from Work

Short periods of absence, such as vacations, holidays, or brief illnesses, automatically count toward your vesting and pension service.

You also may receive credit for longer periods of absence, such as:

- the first year of a leave of absence that began on or after March 1, 2001; or
- the first two years of absence due to layoff, sickness, accident, or non-occupational disability that began on or after March 1, 2001.

If You Are Rehired by the Company

Within 12 Months—If you leave the company and are rehired *within* 12 months, vesting and pension service you earned before your severance date will be reinstated automatically if you left the company due to:

- a termination of employment on or after March 1, 2001; or
- an absence that started on or after March 1, 2001 for any reason other than termination of employment.

If you incur a severance date and you return to work for Alcoa within 12 months, you will receive credit for vesting service for the time you were away.

After 12 Months—If you leave the company and are rehired *after* 12 months, pension service you earned before your severance date will be reinstated if:

- you were vested in the retirement plan in effect on the date your employment ended; or
- your pension service ended on or after March 1, 2001, and
  - — you had less than five years of vesting service when you left;
  - — the number of years you were away from work is less than either five years or the vesting service you earned before your severance date; and
  - — you work at least 12 months after you are rehired.

The service provisions described above for rehires also apply if you are recalled from layoff after two years of absence.

If You Received a Lump-Sum Payment

If you are rehired after you leave the company and you received a lump-sum pension payment at the time you left, your prior vesting service will be restored, but *not* your pension service.

If You Take Maternity or Paternity Leave

You will not incur a severance date if you are on maternity or paternity leave, as long as you return to work within two years from the date your leave began. Only the first year of such leave counts toward pension and vesting service.

Prior Service with a Subsidiary

You earn no pension service for any period of your employment with a company before it became a subsidiary of Alcoa Corporation (more than 50% owned), unless the purchase agreement provides otherwise.

If you were a former SIGECO employee at the Warrick Power Plant and you became covered under Rule IIX-Form E on March 1, 2001, your prior service with SIGECO will be included in your vesting service under this plan.

Military Service

You continue to earn Vesting Service and Pension Service while you are absent from work due to qualified military service, as required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and Section 414(u) of the Internal Revenue Code, as long as you return to active employment within the time period provided by the law.

In general, qualified military service includes all periods of active duty with a U.S. uniformed service (including National Guard and reserve training) up to five years of service, if you return to active employment with the Company within the period required by law.

If you die while absent from work due to qualified military service, your beneficiary will be entitled to your pension benefit that would have been payable if you had returned to work the day before your death, then died.

Special Pension Service Rules

Special rules may be used to determine pension service if you:

- transfer to or from a location or subsidiary that does not participate in the plan;
- are absent due to occupational disability (for which you receive workers' compensation benefits) or military leave; or
- retire from the company and are rehired after you have begun to receive a pension benefit.

If You Transfer

If you transfer from a location or subsidiary that does not participate in this rule, your service with the location or subsidiary will count toward vesting service under this plan; however, it may not be counted for pension service. Likewise, if you transfer to a location or subsidiary that does not participate in this rule, your service with the location or subsidiary will be counted for vesting service, but not for pension service, under this rule.

If You Are Receiving Workers' Compensation

If you are receiving workers' compensation benefits for a disability, your vesting and pension service continue until you:

- receive a final settlement, provided you return to work within 30 days; or
- retire.

Prior Service as a Leased Employee

If you work as a leased employee and subsequently are hired by the company, your service as a leased employee will count as vesting service, but not as pension service.

If You Are Rehired After You Retire

The provisions described under "If You Are Rehired by the Company" also apply if you are rehired after you retire. In addition, if you are rehired three or more years after a severance date, special rules may affect the calculation of your pension benefit at the time of your next severance date.

Types of Retirement

There are four retirement types under the plan:

- Normal
- 60/10
- 62/10
- Disability

If you are not eligible to retire, you may be eligible to receive a deferred vested pension.

Whether you are eligible to retire or to receive a deferred vested pension, your regular monthly pension will be reduced automatically for surviving spouse coverage if you are married, unless you and your spouse elect otherwise. It also may be reduced for early payment, pension benefits available to you from other company-sponsored plans, and for limitations such as the Internal Revenue Code maximum (see “Limits on Pension Payments”).

Normal Retirement

You can elect normal retirement once you reach age 65 or older while accruing pension service and have at least five years of vesting service.

Retirement Date

Your retirement date is the later of the first of the month:

- specified in your application; or
- after the plan administrator receives your application.

Benefit Payment

Your regular monthly pension is determined using the plan formula (see “How Benefits Are Calculated”) and is payable at the end of your fourth month of retirement. You also are eligible for a special retirement pension.

62/10 Retirement

You can elect 62/10 retirement if you are between ages 62 and 65 and have at least 10 years of vesting service.

Retirement Date

Your retirement date is the later of the first of the month:

- specified in your application; or
- after the plan administrator receives your application.

Benefit Payment

Your regular monthly pension is determined using the plan formula (see “How Benefits Are Calculated”) and is payable at the end of your fourth month of retirement. You also are eligible for a special retirement pension.

60/10 Retirement

You can elect 60/10 retirement if you are between ages 60 and 62 and have at least 10 years of vesting service.

Retirement Date

Your retirement date is the later of the first of the month:

- specified in your application; or
- after the plan administrator receives your application.

Benefit Payment (deferred or immediate)

Your regular monthly pension is determined using the plan formula (see “How Benefits Are Calculated”). You also are eligible for a special retirement pension.

With a 60/10 retirement, you can choose to defer payment of your pension benefits until age 62, or to any month between ages 60 and 62, or you can receive payments immediately, as described on the next page.

- *If you defer pension payments until you reach age 62*, your special retirement pension is paid at the end of the month following the month you reach age 62; your full regular monthly pension starts at the end of the fourth month following your 62nd birthday.
- *If you defer pension payments to any month between ages 60 and 62,* your special retirement pension is paid at the end of the month you select. Your reduced regular monthly pension begins at the end of fourth month following the date you select. Your benefit is reduced actuarially to account for payments beginning at a younger age. The early payment factors are shown in Table A.
- *If you choose immediate payment,* your special retirement pension is paid at the end of the first month of your retirement. Your reduced regular monthly pension begins at the end of your fourth month of retirement. Your benefit is reduced actuarially to account for payments beginning at a younger age. The early payment factors are shown in Table A.

Disability Retirement

If you become permanently incapacitated while accruing pension service, you may be eligible for a disability retirement. To qualify for this benefit, all of the following must apply:

- you are under age 62; and
- you have at least 10 years of vesting service; and
- all sickness and accident and salary continuation payments have stopped.

You are considered to be permanently incapacitated if:

- you are totally disabled for five consecutive months due to bodily injury or disease, so that you cannot be employed by Alcoa in any bargaining unit occupation at your location;
- you are not otherwise employed by Alcoa or another subsidiary; and
- in the opinion of a physician appointed by the plan administrator, your disability will be permanent and continuous for the rest of your life.

The plan administrator may require you to have an annual medical examination to verify your continued eligibility for disability retirement. If you refuse to submit to the examination, your pension will be discontinued until you comply with this requirement. If your refusal continues beyond one year, you will be entitled to a pension based on your retirement eligibility when you stopped accruing pension service. Your regular monthly pension and any supplemental pension will be discontinued if it is determined that you no longer are permanently incapacitated. Whether you are permanently incapacitated under the plan is independent from, and involves different factors than, disability determinations made by other entities (such as the Social Security Administration), and you may not be permanently incapacitated under the plan even if you receive disability benefits from other sources.

In any event, you are not eligible for disability retirement if you are:

- disabled as the result of participating in a criminal act; or
- receiving a governmental pension for a disability incurred while you were on military leave, and you did not return to work for Alcoa or another subsidiary after incurring the disability.

Retirement Date

Your retirement date is the later of the first of the month after the plan administrator receives your application along with proof of your permanent incapacity.

Benefit Payment

Your regular monthly pension is determined using the plan formula (see “How Benefits are Calculated”). Your regular monthly pension will not be less than $100, unless you are eligible for unreduced disability pension from another source. You are not eligible for a special retirement pension.

In addition to your disability pension, you will receive a supplemental pension of $250 per month if you are denied unreduced Social Security disability benefits or unreduced Railroad Retirement benefits (see “Supplemental Pension”).

Deferred Vested Pension

If you leave the company after you are vested but before you are eligible for any type of retirement, you have 100% ownership rights to your accrued plan benefit. This is called a deferred vested pension because payment of your benefit is deferred (or delayed) until a time in the future.

Benefit Commencement Date

Your benefit commencement date is the first day of the month in which your deferred vested pension begins. It is the later of the first of the month:

- specified in your application (but not before age 60); or
- after the plan administrator receives your application.

Benefit Payment

Your deferred vested pension is determined using the plan formula, your pension service, and the plan provisions in effect on the date your pension service ends (see "How Benefits Are Calculated"). You are not eligible for a special retirement pension.

With a deferred vested pension, you can choose to defer payment of your pension benefits until age 62, or you can receive payments as early as age 60, as described below.

- *If you defer pension payments until you reach age 62*, your full regular monthly pension starts at the end of the month following your 62nd birthday.

  If you apply for this payment after turning age 62, you may elect an increased benefit that actuarially is equal to your age 62 benefit payable at the end of your first month of commencement, or you may elect to receive retroactive payments with interest, back to age 62. Your spouse must consent to an election of retroactive payments.

- *If you choose to receive payment between ages 60 and 62*, your reduced regular monthly pension begins at the end of your first month of commencement. Your benefit is reduced actuarially to account for payments beginning at a younger age. The early payment factors are shown in Table A. Monthly pension payments are not payable before age 60.

How Benefits Are Calculated

A formula based on your pension service and the pension factor in effect when your pension service stops is used to calculate your regular monthly pension.

Depending on your type of retirement, you also may receive a special retirement pension and/or a supplemental pension.

Regular Monthly Pension

Your regular monthly pension is the amount payable to you for any type of retirement or for a deferred vested pension. It is calculated under the plan formula (shown to the right) and is subject to minimum monthly payment provisions (shown below), maximum benefits, and reductions for other benefits (see “Limits on Pension Payments”). If you are married, your regular monthly pension will be reduced automatically for surviving spouse coverage unless you and your spouse elect otherwise.

If you receive your pension before age 62 under a 60/10 retirement or a deferred vested pension, your regular monthly pension will be reduced actuarially to account for payments beginning at a younger age. The early payment factors are shown in Table A. Your regular monthly pension also may be reduced for pension benefits payable to you from other company-sponsored plans.

Minimum Monthly Payment

Except for payment of a deferred vested pension or of a deferred vested surviving spouse pension, the minimum monthly payment is $100, after reductions for any other pension.

Plan Formula
Regular Monthly Pension

- Pension service
- **times** the appropriate pension factor
- **minus** pension benefits payable from other company-sponsored retirement plans and other applicable reductions

Pension Factor

If you retire or terminate:	Your pension factor is:
January 1, 2016 to December 31, 2017	$53.00
On or after January 1, 2018	$55.00

Normal Retirement Example

Joe is single, age 65, with 10 years of pension service. At the end of his first month of retirement, Joe will receive a special retirement pension, based on his eligibility for vacation, in a lump sum (see "Special Retirement Pension").

He will begin to receive his regular monthly pension at the end of his fourth month of retirement.

Example: Normal Retirement		
Pension factor	$	53.00
times years of pension service	x	10
Regular monthly pension	$	**530.00**

Reduction for Surviving Spouse Coverage

If Joe were married, his regular monthly pension would be reduced to cover the cost of surviving spouse coverage. A 50% Joint and Survivor Annuity is automatic under the plan, unless you and your spouse elect otherwise (see "Surviving Spouse Benefits").

The amount of the reduction is determined by the age difference between the retiree and his or her spouse. For example, if Joe was married and his spouse was two years younger than he, his monthly benefit would be reduced as shown below. Payment factors used to determine the reduction for surviving spouse coverage are provided in Table C.

Example: Reduction for Surviving Spouse Coverage		
Monthly pension at age 65	$	530.00
times reduction factor* for surviving spouse coverage	x	.8925
Reduced monthly pension	**$**	**473.03**

* *For an employee age 65 and a spouse age 63, the equivalent actuarial value factor is used, because it produces a greater benefit than the factor from Table C.*

Special Retirement Pension

The special retirement pension is a one-time payment made in place of the first three months of your regular monthly pension for all retirement types (except disability), or for an age 70½ required distribution, and in place of any supplemental pension. If you are eligible for a deferred vested pension, you are not eligible for a special retirement pension.

The special retirement pension is based on the number of vacation weeks you are entitled to, your vacation pay rate, and the amount of vacation pay you receive during the year you retire (or in the last year you took vacation, if applicable). To calculate your special retirement pension amount, select the following section that applies to you and follow the instructions.

If You Take Vacation or Are Paid for Unused Vacation

If you take vacation in the year you retire, follow these steps to estimate your special retirement pension:

- add 10 weeks to the vacation weeks you are entitled to receive in the year you retire;
- multiply this total by your vacation pay rate in effect the week before your retirement date; and
- subtract from this total the amount of vacation pay you actually received for the year.

The special retirement pension in this case is calculated as shown to the right.

Example: If You Take Vacation		
Assume you are entitled to three vacation weeks in the year you retire, you have taken all three weeks, and your vacation rate is $1,000 the week before your retirement date.		
Step 1: Calculate total special retirement pension.		
Number of vacation weeks you are entitled to in year you retire		3
plus number of additional weeks provided by company	+	10
Total vacation weeks used to calculate your special pension		13
times vacation pay rate the week before retirement	x	$1,000
Special retirement pension before reduction for vacation taken	$	13,000
Step 2: Calculate special retirement pension after reduction for vacation taken.		
Special retirement pension before reduction for vacation taken	$	13,000
minus vacation pay received (3 x $1,000)	–	3,000
Special retirement pension	**$**	**10,000**

If You Do Not Take Vacation

If you are entitled to vacation in the year you retire and do not take it, follow these steps to estimate your special retirement pension:

- add 10 weeks to the vacation weeks you are entitled to receive in the year you retire; and
- multiply this total by your vacation pay rate in effect the week before your retirement date.

This calculation is shown in Step 1 of the previous example.

If You Are Not Entitled to Vacation

If you are not entitled to vacation in the year you retire, follow these steps to estimate your special retirement pension:

- add 10 weeks to the vacation weeks you were entitled to receive in the last year you were entitled to vacation;
- multiply this total by the vacation pay rate in effect for the last week of vacation you took; and
- subtract from this total the amount of vacation pay you actually received for that year.

Direct Rollover of Special Retirement Pension

You may arrange a direct rollover or transfer of your special retirement pension payment to another employer's qualified plan or to an Individual Retirement Account (IRA).

Supplemental Pension

If you qualify for a disability retirement and you are denied unreduced Social Security disability benefits or unreduced Railroad Retirement benefits, you are eligible to receive a supplemental pension payment of $250 per month in addition to your regular monthly benefit.

These payments begin in your first month of retirement and continue through the month in which you die, reach age 62, or become entitled to unreduced Social Security disability benefits or unreduced Railroad Retirement benefits, whichever is earliest. Payments also will be discontinued if it is determined that you no longer are permanently incapacitated.

Limits on Pension Payments

Your pension payments may be subject to the following reductions or limitations.

Reductions for Other Pension

Your regular monthly pension may be reduced by the amount of any of the following benefit payments for which you are eligible:

- benefits payable under any law, except for workers' compensation, veterans' pensions, payments under Title II (Old-Age and Disability benefits) or Title XVI (Supplemental Security Income) of the Social Security Act, and Tier I Old-Age and Disability Railroad Retirement benefits;
- retirement benefits that are paid through contributions from Alcoa or another subsidiary; and
- a percentage of Tier II Old-Age and Disability Railroad Retirement benefits under the Railroad Retirement Act to the extent attributable to employment with Alcoa and to the extent permissible by law. This percentage is subject to change at the beginning of each year, because the Tier II tax rates are determined annually.

Internal Revenue Code Maximum

The Internal Revenue Code places a separate limitation on the amount of your benefits. Generally, your benefits for any calendar year from all defined benefit retirement plans of Alcoa and other subsidiaries cannot exceed the lesser of:

- the amount provided by federal tax regulations or rulings, adjusted annually ($215,000 for retirement at age 65 in 2017); or
- 100% of your average annual compensation during your highest-paid consecutive calendar years (not more than three) while you were participating in an Alcoa plan.

Funding-Based Limitations

The Internal Revenue Code requires that if the funding of the plan falls below certain levels, certain benefits may not be paid from the plan. The plan administrator is required to notify you if the plan's funding falls below one of these levels. For more information, please contact 1-844-31ALCOA (1-844-312-5262).

Surviving Spouse Benefits

The plan provides for surviving spouse coverage under any type of retirement and for a deferred vested pension. If you are married, this coverage is automatic unless you reject it with your spouse's written and notarized consent. The surviving spouse pension provides payments for your spouse's lifetime if you die first. Your regular pension payments are reduced to provide for these continued payments to your spouse. A surviving spouse pension may be payable under the plan if:

- you die while still actively employed and after you are vested in the plan;
- you die after you retire or start pension payments; or
- you die after becoming eligible for a deferred vested pension.

The amount of a surviving spouse pension will be calculated according to the plan formula (see "How Benefits Are Calculated"), using your age, pension service, and pension factor at the time of retirement, termination, or death, and then reducing that amount as appropriate (using tables that follow).

In the event of your death, your spouse must submit a written application for surviving spouse benefits.

If, with your spouse's written notarized consent, you reject the surviving spouse pension, no pension benefits will be paid after the month of your death. You must notify the plan administrator of your rejection in writing before your retirement date (or benefit commencement date). If you are actively employed, surviving spouse coverage under the plan is automatic.

Active Participants

If you die while you are earning pension service, a 50% Joint and Survivor Annuity may be paid to your spouse if:

- you are vested in the plan at the date of your death; and
- you were married to your spouse during the entire year before the date of your death.

There are reductions for surviving spouse coverage if you die while earning pension service. Your benefit will be reduced for surviving spouse coverage by the Table C factor or the equivalent actuarial value factor, whichever produces the greater benefit. There also may be an early payment reduction factor if you die before age 62. For early payment factors and surviving spouse coverage payment factors, see Tables A and C.

- *If you die at age 60 or older*, the surviving spouse pension equals 50% of the reduced monthly pension you would have received had you retired on the date of your death with surviving spouse coverage. The surviving spouse pension is payable the month after your death.
- *If you die before age 60*, the surviving spouse pension equals 50% of the reduced monthly pension you would have received (after any applicable reduction for early payment) if pension payments had started at age 60 with surviving spouse coverage. The surviving spouse pension is payable the month after you would have reached age 60.

Example: Active Participant Dies at Age 60

Assume that Joe, an active plan participant who is vested, dies at age 60 and his spouse is 62. Here is how the surviving spouse pension is calculated. Benefits are payable the month after Joe's death.

Regular monthly pension at age 62	$	300.00
times early payment factor (from Table A)	x	.8293
Monthly pension payable at age 60	$	248.79
times reduction factor* for surviving spouse coverage	x	.9300
Reduced monthly pension	$	231.37
times 50%	x	.50
Monthly surviving spouse pension	**$**	**115.69**

* *For an employee age 60 and a spouse age 62, the equivalent actuarial value factor is used, because it produces a greater benefit than the factor from Table C.*

Retired Participants

If you die after you retire, a lifetime surviving spouse pension will be paid to your spouse, unless you had rejected that coverage at retirement. A surviving spouse pension is payable only if:

- you were married to your spouse during the entire year before your retirement date; or
- you were married to your spouse within one year before your retirement date and died after one year of marriage.

50% Surviving Spouse Pension

The normal form of payment for a married participant is a surviving spouse pension that equals 50% of your Regular Monthly Pension at the date of your death. Your benefit will be reduced for surviving spouse coverage by the Table C factor or the equivalent actuarial value factor, whichever produces the greater benefit.

Example: Retired Participant on Normal Retirement Dies Under 50% Payment Option

Assume that Joe retires at age 65, his spouse is age 67, and he dies after he retires. Here is how the surviving spouse pension is calculated under the 50% payment option. Payments begin at the end of the month after Joe's death.

Regular monthly pension	$	500.00
times reduction factor* for surviving spouse coverage	x	.9148
Reduced monthly pension	$	457.40
times 50%	x	.50
Monthly surviving spouse pension	**$**	**228.70**

* *For an employee age 65 and a spouse age 67, the equivalent actuarial value factor is used, because it produces a greater benefit than the factor from Table C.*

75% Surviving Spouse Pension

As an alternative to the 50% option, if you are married, you may elect a 75% surviving spouse pension that provides a surviving spouse pension that equals 75% of your Regularly Monthly Pension at the date of your death, after a reduction for surviving spouse coverage in accordance with Table D and any other applicable reductions.

Example: Retired Participant on Normal Retirement Dies Under 75% Payment Option

Assume that Joe dies after he retires. Here is how the surviving spouse pension is calculated under the 75% payment options. Payments begin at the end of the month after Joe's death.

Regular Monthly Pension at age 65	$	500.00
times .8775 (reduced .1225 for surviving spouse coverage)	x	.8775
Reduced monthly pension	$	438.75.
times 75%	x	.75
Monthly surviving spouse pension	**$**	**329.06**

Electing Your Payment Option

You must elect your pension option within 90 days of your retirement date or pension start date. Once your payments start, you cannot change your surviving spouse pension election.

If you die after retiring with a deferred 60/10 retirement but before age 62, the surviving spouse pension equals 50% of the monthly pension you would have received (after reductions for early payment and surviving spouse coverage, and any other applicable reductions) if pension payments had started on the date of your death. If you have a 75% surviving spouse pension election on file (within 90 days of your retirement date or pension start date) and you die before your pension payments have started, your 75% surviving spouse pension election will be honored.

If you die before your spouse, the surviving spouse pension is payable the month following your death. However, it is not paid for any month in which a special retirement pension is payable. If your spouse dies before you, the surviving spouse reduction will not be restored. In this case, no surviving spouse payments will be made after your death.

In case of divorce, unless a Qualified Domestic Relations Order (QDRO) states otherwise, a divorced spouse will remain eligible to receive the surviving spouse pension as long as the other conditions of eligibility are satisfied. If the QDRO nullifies the divorced spouse's entitlement, the surviving spouse reduction will not be restored, and no surviving spouse payments will be made after your death.

Deferred Vested Surviving Spouse Pension

If you die after becoming eligible for a deferred vested pension, a surviving spouse pension may be paid as described in the following sections.

If you are married when you elect to start receiving your deferred vested pension, the automatic payment of a surviving spouse pension benefit is 50% of your Regular Monthly Pension at the date of your death, after a reduction in accordance with Table C for surviving spouse coverage and any other applicable reductions. However, when you elect to commence your deferred vested pension benefit, you may elect the 75% surviving spouse pension option instead. See the previous page for more information about the 75% surviving spouse pension options. The applicable reduction for the 75% option will be in accordance with Table D.

If You Die Before Payments Have Begun

If you die before your pension has begun and you have not rejected surviving spouse coverage, a 50% Joint and Survivor Annuity will be paid to your spouse if you were married to him or her during the entire year before the date of your death.

Your regular monthly pension will be reduced actuarially to cover the cost of this coverage (see Tables B and C). Your benefit will be reduced for surviving spouse coverage by the Table B factor (pre-retirement) and the Table C factor or the equivalent actuarial value factor, whichever produces the greater benefit (post-retirement). There also may be a reduction for early payment if you die before age 62 (see Table A).

- *If you die at age 60 or older*, the surviving spouse pension equals 50% of the reduced monthly pension you would have received had your pension started on the date of your death with surviving spouse coverage. The surviving spouse pension is payable the month after your death.
- *If you die before age 60*, the surviving spouse pension equals 50% of the reduced monthly pension you would have received had your pension started at age 60 with surviving spouse coverage. This pension is payable the month after you would have reached age 60.

If You Die After Payments Have Begun

If you die after your deferred vested pension has begun, a lifetime surviving spouse pension will be paid to your spouse, unless you had rejected that coverage at commencement. A surviving spouse pension is payable only if:

- you were married to your spouse during the entire year before your benefit commencement date; or
- you were married to your spouse within one year before your benefit commencement date and died after one year of marriage.

The surviving spouse pension equals 50% or 75% (depending on the option you elected) of your regular monthly pension at the date of your death, after any applicable reductions.

If you die before your spouse, the surviving spouse pension is payable the month following your death. If your spouse dies before you, the 50% and 75% surviving spouse reduction will not be restored, and no surviving spouse payments will be made after your death.

For information on early payment and surviving spouse reduction and payment factors, see Tables A, B, C and D.

Deferred Vested Surviving Spouse Pension Examples

The following examples illustrate the benefit paid to a surviving spouse if you die after becoming eligible for a deferred vested pension, but before payments have begun.

Example: Deferred Vested Participant Dies at Age 60				
Assume that John terminated service at age 45 years, 3 months, with an accrued monthly pension of $200 payable at age 62, and dies at age 60 with an eligible spouse who is age 59. Here is how the monthly surviving spouse pension is calculated. Payments begin the month after John's death.				
Step 1: Calculate reduced monthly pension.				
Monthly pension payable at age 62			$	300.00
Early payment factor (from Table A)			X	.8293
Reduced monthly pension at age 60			$	248.79
Step 2: Calculate reduction for pre-retirement surviving spouse pension coverage from termination date to date of death.				
Years prior to age 50 (50 years minus 45 years, 3 months)		4.750		
Table B reduction factor	x	.003		
Subtotal		.0143		
Years age 50 but less than age 55 (55 years minus 50 years)		5.000		
Table B reduction factor	x	.005		
Subtotal		.0250		
Years age 55 but less than age 60 (60 years minus 55 years)		5.000		
Table B reduction factor	x	.008		
Subtotal		.0400		
Age 60 reduced pension (from Step 1)	$	248.79		
Total reduction factor (.0143 + .0250 + .0400)	x	.0793		
Reduction for coverage	$	19.73		
Step 3: Calculate monthly surviving spouse pension.				
Age 60 reduced pension (from Step 1)			$	248.79
Reduction for pre-retirement surviving spouse pension coverage (from Step 2)			–	19.73
Monthly pension after reduction for pre-retirement surviving spouse pension coverage			$	229.06
Post-retirement surviving spouse reduction factor*			X	.9171
Reduced monthly pension payable to participant			$	210.07
50% of reduced monthly pension			x	.50
Monthly surviving spouse pension			**$**	**105.04**

* *For an employee age 60 and a spouse age 59, the equivalent actuarial value factor is used, because it produces a greater benefit than the factor from Table C.*

Example: Deferred Vested Participant Dies Before Age 60

Assume the same facts as in the previous example, except that John was age 50 years, 7 months, and his spouse was age 50 at the date of his death. The monthly surviving spouse pension is calculated in a similar manner, as shown below. However, payments do not begin until the month after John would have been age 60 (the earliest retirement age).

Step 1: Calculate reduced monthly pension.

Monthly pension payable at age 62			$	300.00
Early payment factor (from Table A)			x	.8293
Reduced monthly pension at age 60			$	248.79

Step 2: Calculate reduction for pre-retirement surviving spouse pension coverage from termination date to date of death.

Years prior to age 50 (50 minus 45 years, 3 months)		4.750		
Table B reduction factor	x	.003		
Subtotal		.0143		
Years age 50 to age 50 years, 7 months (50 years, 7 months minus 50 years)		.5833		
Table B reduction factor	x	.005		
Subtotal		.0029		
Age 60 reduced pension (from Step 1)	$	248.79		
Total reduction factor (.0143 + .0029)	x	.0172		
Reduction for coverage	$	4.28		

Step 3: Calculate monthly surviving spouse pension.

Age 60 reduced pension (from Step 1)	$	248.79
Reduction for pre-retirement surviving spouse pension coverage (from Step 2)	–	4.28
Monthly pension after reduction for pre-retirement surviving spouse pension coverage	$	244.51
Post-retirement surviving spouse reduction factor*	x	.9171
Reduced monthly pension payable to participant	$	224.24
50% of reduced monthly pension	x	.50
Monthly surviving spouse pension	**$**	**112.12**

* *For an employee age 60 and a spouse age 59, the equivalent actuarial value factor is used, because it produces a greater benefit than the factor from Table C.*

Payment of Benefits

Applying for Benefits

You must file an application form with the plan administrator before the date you plan to retire. To obtain an application form, go to the UPoint™ website or call 1-844-31ALCOA (1-844-312-5262).

You may file your application form within 90 days before your retirement date or within 90 days before the day you want to begin your deferred vested pension payments.

After you contact the plan to start the retirement process, you will receive a written explanation of the forms of payment available to you no less than 30 days, and no more than 90 days, before your benefits are payable. The explanation will include all information required by regulations issued by the Secretary of the Treasury, including the forms of payment available to you and the conditions of each form, the financial effect of each optional form of payment, and your right to elect a benefit within 30 days after you receive the written explanation.

If your spouse is eligible for a surviving spouse pension, your spouse may apply any time after your death.

The plan administrator may require you or your surviving spouse to supply certain additional documentation to support an application for benefits.

When Benefits Are Paid

Generally, if you are eligible for a special retirement pension, you will receive it at the end of your first month of retirement. Your regular monthly pension and any applicable supplemental pension will start at the end of your fourth month of retirement.

If you are not eligible for a special retirement pension, your regular monthly pension and any applicable supplemental pension will start at the end of your first month of retirement. For a deferred vested pension, your regular monthly pension will start at the end of your first month of commencement.

If you terminate employment *before* age 62 and your application is received after age 62, you may elect to receive an increased benefit that is actuarially equivalent to your age 62 benefit, or you may elect retroactive payments (with Interest) back to age 62. Your spouse must consent to any retroactive payments.

If you terminate employment *after* age 62, and your application is received after the first of the month following your termination, you may elect to receive an increased benefit that is actuarially equivalent to your benefit that would have been applicable as of the first of the month following your termination, or you may elect retroactive payments (with Interest) back to the first of the month following your termination. Your spouse must consent to any retroactive payments.

Final Payment

The final payment of your pension benefit is made for the month in which you die. For a surviving spouse pension, final payment is made for the month in which your spouse dies.

Surviving Spouse Pension

A surviving spouse pension may be payable after your death. Generally, a surviving spouse pension starts at the end of the month following the month in which you die (unless you die before age 60) and the application is made, if your eligible spouse survives into that month. However, it is not paid for any month for which a special retirement pension is payable. The final payment of the surviving spouse pension is made for the month in which your spouse dies (see “Surviving Spouse Benefits”).

Age 70½ Required Distribution

If you continue to work after age 70½, plan provisions require that you begin receiving your regular monthly benefit payments by April 1 of the year following the calendar year in which you reach age 70½. The benefit payable is calculated as of December 31 of the year you reach age 70½.

If you are eligible, the one-time special retirement pension payment is paid at the end of March in the year following the year you reach age 70½. Your monthly benefit payments begin at the end of June in that year.

For as long as you continue working, the benefit will be revised in January, using the prior year's calculated benefit amount as of December 31. Once you retire, your monthly pension benefit will be recalculated taking into account service and factors applicable at your retirement date. There is no recalculation or additional payments related to the Special Retirement Pension.

Payment of Small Amounts

If your total benefit payable under the plan has an equivalent actuarial value of $5,000 or less, you automatically will receive a lump-sum payment instead of monthly payments (see the definition of equivalent actuarial value).

If your benefit is paid in a lump sum, the company may be required to withhold 20% of your payment for federal income tax purposes. You will receive more information about taxes before payment is made. You also can ask the company to arrange a direct rollover (or transfer) to another employer's qualified plan or to an Individual Retirement Account (IRA) and taxes will be deferred on the amount rolled over until you actually take payment of your pension benefit.

If your lump sum is at least $1,000 (but not greater than $5,000) and you do not make a payment election, the company will arrange a direct rollover to an IRA selected by the company. If your lump sum is less than $1,000 and you do not make a payment election, it will be distributed to you.

Suspension of Benefits upon Re-employment

If you are re-employed by Alcoa or a subsidiary after retirement, your pension benefits will be suspended. Special rules determine your eligibility for future retirement benefits. You will be notified about these rules upon re-employment.

Payment of Benefits to Others

If you or your spouse dies or becomes incapacitated, or if the plan administrator determines that another emergency exists, any benefits payable under the plan may be paid to your legal representative who has claimed the benefits or to any other persons representing you whom the plan administrator selects using objective criteria.

Except for QDROs or federal tax liens, plan benefits cannot be assigned, alienated, transferred to any other person, used as security for a loan, or attached to pay your and/or your spouse's debts.

Taxation of Benefits

All benefits paid to you (or your surviving spouse) under the plan are considered taxable income in the year they are paid. Federal tax law requires Alcoa to withhold taxes automatically on your pension benefits before they are paid to you. The amount withheld will depend on your filing status and number of exemptions claimed.

If you do not want taxes withheld from your pension benefits or if you want to elect the amount of tax withheld, you must complete federal Form W-4P and submit it to the plan administrator.

If no taxes are withheld or if the amount withheld is insufficient to cover the actual taxes due, you may be required to file quarterly estimated taxes. You also will be responsible for any applicable state and local taxes

Overpayments

In the case of any overpayment of pension benefits or other company-sponsored benefits, future payments of regular monthly pension, supplemental pension, surviving spouse pension, or other company-sponsored benefits may be reduced by the amount of the overpayment. Overpayments will be adjusted with applicable interest, as defined in the plan. Overpayments will be adjusted with applicable interest, only if you failed to supply complete or accurate information (see definition of interest).

Qualified Domestic Relations Order (QDRO)

It is possible for a court to enter a Qualified Domestic Relations Order (QDRO) requiring a distribution of all or part of your pension benefits to your spouse, children, former spouse, or other dependent to meet child support, alimony, and marital property settlement obligations.

A QDRO cannot require a plan to provide any type or form of benefit not otherwise provided under the plan. However, under certain circumstances, it can require benefits to be paid to a former spouse or other dependent before you retire.

When a domestic relations order is received that applies to you, the plan administrator will notify you and anyone else ordered to receive your pension benefit. To obtain a free copy of QDRO guidelines and procedures, call 1-844-31ALCOA (1-844-312-5262).

Social Security Benefits

Retirement benefits from Social Security supplement your pension benefits under the plan. Therefore, it is important for you to know key facts about Social Security.

Retirement Benefits

Full Social Security benefits begin between ages 65 and 67, depending on your date of birth. Reduced benefits can begin at any time after age 62. Your spouse also will receive benefits based on your earnings, unless higher benefits are payable based on your spouse's Social Security earnings.

Unreduced Social Security benefits for disability may be payable earlier than age 65.

To cover the cost of Social Security benefits now being paid, you and Alcoa pay taxes on your earnings up to the Social Security taxable wage base each year.

Other Social Security Benefits

In addition to retirement benefits, Social Security provides:

- disability benefits;
- survivor benefits; and
- hospital, surgical, and other medical benefits under Medicare.

Applying for Social Security Benefits

Social Security benefits are not paid automatically; you must apply for them. You also should apply for Medicare benefits before you reach age 65.

You should file your application with the Social Security office nearest to you at least three months before you plan to retire. For more information on Social Security, visit the nearest Social Security office, call 1-800-772-1213, or access the Social Security Administration's website at **www.socialsecurity.gov**.

Reduction Tables

The following tables show the early payment factors along with the surviving spouse reduction and payment factors used in the plan.

Table A—Early Payment Factors for Payment Beginning Before Age 62

Age* Years	Months	Factor**
60	0	.8293
	1	.8360
	2	.8426
	3	.8493
	4	.8560
	5	.8627
	6	.8694
	7	.8761
	8	.8828
	9	.8895
	10	.8962
	11	.9028
61	0	.9095
	1	.9171
	2	.9246
	3	.9322
	4	.9397
	5	.9472
	6	.9548
	7	.9623
	8	.9698
	9	.9774
	10	.9849
	11	.9925
62	0	1.0000

* *Factors are based on your age (years and full months) as of your retirement date (or benefit commencement date).*

** *If you elect to retire before age 62 on a 60/10 retirement or a deferred vested pension, your actual pension amount will be based on the payment factor in effect on your retirement date (or benefit commencement date).*

Table B—Reduction Factors for Deferred Vested Surviving Spouse Coverage (Pre-Retirement)	
Participant's Age	**Reduction per Year of Coverage**
60 and older	.01
55 but less than 60	.008
50 but less than 55	.005
40 but less than 50	.003
less than 40	.0015

Coverage is based on actual years and months. Months are handled as a portion of a year.

Table C—Payment Factors for Surviving Spouse Coverage 50% Joint and Survivor Annuity (Post-Retirement)	
Years Spouse Younger than Participant*	**Payment Factor****
20 or more	.77
17-19	.78
14-16	.79
11-13	.81
8-10	.82
5-7	.84
2-4	.85
0-1	.87
Years Spouse Older than Participant*	**Payment Factor****
0-1	.87
2-4	.89
5-7	.90
8-10	.92
11-13	.93
14-16	.95
17-19	.96
20 or more	.97

* *Ages are rounded to the nearest whole year (six months and greater is rounded to the next highest year).*

** *If you elect surviving spouse coverage, your actual pension amount will be based on the payment factor in effect on your retirement date (or benefit commencement date).*

Note: The above factor is compared with the equivalent actuarial value factor based on a Single Life Annuity. The factor that produces the greater benefit is used.

Table D—Payment Factors for 75% Joint and Survivor Annuity Option											
	Years Spouse is Younger(-)/Older(+)										
Age of Retiree	**-5**	**-4**	**-3**	**-2**	**-1**	**0**	**1**	**2**	**3**	**4**	**5**
50	0.9082	0.9118	0.9154	0.9191	0.9228	0.9264	0.9300	0.9336	0.9371	0.9406	0.9440
51	0.9039	0.9077	0.9115	0.9154	0.9192	0.9231	0.9269	0.9307	0.9344	0.9381	0.9416
52	0.8994	0.9034	0.9075	0.9115	0.9156	0.9196	0.9237	0.9276	0.9316	0.9354	0.9392
53	0.8947	0.8990	0.9032	0.9075	0.9118	0.9160	0.9203	0.9245	0.9286	0.9327	0.9366
54	0.8898	0.8943	0.8988	0.9033	0.9078	0.9123	0.9167	0.9211	0.9255	0.9298	0.9339
55	0.8847	0.8894	0.8941	0.8988	0.9036	0.9083	0.9130	0.9176	0.9222	0.9267	0.9311
56	0.8793	0.8843	0.8893	0.8942	0.8992	0.9042	0.9092	0.9140	0.9189	0.9236	0.9282
57	0.8739	0.8791	0.8843	0.8896	0.8948	0.9000	0.9052	0.9104	0.9154	0.9204	0.9253
58	0.8682	0.8736	0.8792	0.8847	0.8902	0.8957	0.9012	0.9066	0.9119	0.9171	0.9222
59	0.8623	0.8680	0.8738	0.8796	0.8855	0.8912	0.8970	0.9026	0.9082	0.9137	0.9190
60	0.8562	0.8623	0.8683	0.8744	0.8805	0.8866	0.8927	0.8986	0.9045	0.9102	0.9158
61	0.8500	0.8563	0.8627	0.8691	0.8755	0.8819	0.8882	0.8945	0.9006	0.9066	0.9125
62	0.8436	0.8502	0.8570	0.8637	0.8704	0.8771	0.8837	0.8903	0.8967	0.9030	0.9092
63	0.8371	0.8441	0.8511	0.8582	0.8652	0.8722	0.8792	0.8860	0.8928	0.8994	0.9058
64	0.8305	0.8379	0.8452	0.8526	0.8600	0.8673	0.8746	0.8818	0.8888	0.8958	0.9026
65	0.8239	0.8315	0.8393	0.8470	0.8547	0.8624	0.8700	0.8775	0.8849	0.8922	0.8993
66	0.8171	0.8251	0.8332	0.8413	0.8493	0.8574	0.8653	0.8732	0.8810	0.8886	0.8960
67	0.8102	0.8186	0.8271	0.8355	0.8440	0.8524	0.8607	0.8690	0.8771	0.8851	0.8929
68	0.8033	0.8120	0.8208	0.8297	0.8385	0.8473	0.8560	0.8647	0.8732	0.8815	0.8897
69	0.7961	0.8052	0.8144	0.8237	0.8329	0.8421	0.8513	0.8603	0.8692	0.8779	0.8864
70	0.7887	0.7982	0.8078	0.8175	0.8272	0.8368	0.8464	0.8558	0.8652	0.8743	0.8832

Note: Factors for ages other than those shown above will be based on Equivalent Actuarial Value.

How to File or Appeal a Claim

Filing a Claim

For information about filing a claim for pension benefits, see “Applying for Benefits.”

Appealing a Denied Claim

If a pension claim is denied, in whole or in part, you, your beneficiary, or your representative will receive written notice from the plan administrator. This notice will include the following information:

- the reasons for denial;
- the specific plan provision involved;
- an explanation of how claims are reviewed;
- the procedure for requesting a review of the denied claim and the applicable time limits during which an appeal must be filed, including the right to bring civil action in federal court if the claim is denied on appeal; and
- a description of the information that must be submitted with the appeal and why it is needed.

You, your beneficiary, or your representative may file a written appeal for review of a denied claim with the Benefits Appeals Committee, which the Benefits Management Committee has designated to handle appeals. Your appeal should:

- state, in writing, why you or your eligible spouse (or other beneficiary) believes the claim should have been approved; and
- include any information and documents that are relevant to the claim, including any additional information not submitted with the initial claim.

To assist with the appeal, you, your eligible spouse (or other beneficiary), or a designated representative may request, free of charge, copies of all documents, records, and other information relevant to the initial claim for benefits.

The written claim for benefits should be mailed or delivered to the Benefits Appeals Committee at the address below, and should outline the nature, amount, and form of benefit to which you or your eligible spouse (or other beneficiary) believes you, he or she is entitled.

Benefits Appeals Committee
Alcoa USA Corp.
201 Isabella Street, Suite 500
Pittsburgh, PA 15212-5858
412-315-2900

If the appeal is denied (in whole or in part), the plan administrator will send you or your eligible spouse (or other beneficiary) a written notice that will include the following information:

- the reasons for the denial.
- the specific plan provisions on which the appeal decision was based.
- summary of your or your eligible spouse’s (or other beneficiary’s) right to additional appeals or to bring civil action in federal court.
- statement that you or your eligible spouse (or other beneficiary) can request, free of charge, copies of all documents, records, and other information relevant to the appeal decision.

If the plan does not follow the claims appeal procedures above, you have the right to bring a civil action in federal court.

Appealing a Denied Disability Claim

If your disability retirement claim is denied because the plan administrator has determined that you are not permanently incapacitated, you may appeal this decision. You also may appeal a decision that is made to discontinue a disability retirement pension you are receiving because you no longer are permanently incapacitated. You may submit an appeal to the Benefits Management Committee by following the procedures outlined in this section.

Timeframes for Claims Filing and Appeals

The time frames and process for filing a claim for pension benefits and appealing a denied claim depend on the type of retirement involved, as shown in the following chart.

	Time Frames for:	
Claim and Appeal Process	**Retirement Claims other than Disability Retirement**	**Disability Retirement Claims**
Plan administrator reviews initial claim and makes determination.	Within 90 days of date claim is received	Within 45 days of date claim is received
Extension period, if required due to special circumstances beyond control of plan administrator.*	Additional 90 days	Additional 30 days
Additional extension period, if required due to special circumstances beyond control of plan administrator.*	None	Additional 30 days
You must provide specified missing or additional information to plan administrator.**	None	Within 45 days of request for missing or additional information
You may submit an appeal of denied claim.	Within 60 days of receiving denied claim	Within 180 days of receiving denied claim
Plan administrator reviews your appeal and makes determination.	Within 60 days of date appeal is received	Within 45 days of date appeal is received
Extension period, if required due to special circumstances beyond control of plan administrator.*	Additional 60 days	Additional 45 days

* *Whenever an extension is required, the plan must notify you before the current determination period expires. The notice must state the circumstances requiring the extension and the date a determination is expected to be made.*

** *The determination period and any applicable extension periods will be suspended until the date on which the plan administrator receives the required information or this 45-day period ends, whichever is earlier.*

Administrative Information

This booklet provides a summary of your retirement benefits under the Pension Plan for Certain Hourly Employees of Alcoa USA Corp., Rule IIX–Form E. This plan is governed by the Employee Retirement Income Security Act of 1974 (ERISA).

This section provides information about the administration of the plan and your rights as an eligible employee.

Participating Subsidiaries

When the terms “Alcoa” or “the company” are used in this booklet, they mean Alcoa Power Generating, Inc., Alcoa USA Corp. and any other subsidiary of Alcoa Corporation that have adopted this plan and rule for the following locations.

Company Code	Company Name	Location Code	Location Name	Employee Type
837	Alcoa. Power Generating, Inc.	NBG	APGI Newburgh, Indiana (Union Code 56Y)	Hourly

Upon written request to the plan administrator, you may obtain a list of employer and employee organizations that participate in this plan. You also may inquire if a particular employer organization sponsors this plan and request that organization’s address.

Plan Administrator and Sponsor

This ERISA-covered benefit plan is sponsored and administered by Alcoa. You may contact the plan administrator at the following address and telephone number.

Plan Administrator—Pension Plan for Certain Hourly Employees of Alcoa USA Corp.
201 Isabella Street, Suite 500
Pittsburgh, PA 15212-5858
(412) 315-2900

The plan administrator has the discretionary authority to determine eligibility under all provisions of the plan; correct defects, supply omissions, and reconcile inconsistencies in the plan; ensure that all benefits are paid according to the plan; interpret plan provisions for all participants and beneficiaries; and decide issues of credibility necessary to carry out and operate the plan. Benefits under the plan will be paid only if the plan administrator decides in its discretion that the applicant is entitled to them. All actions, decisions, or interpretations of the plan administrator are conclusive, final, and binding.

The plan administrator has designated the Benefits Management Committee to oversee the operation of the plan and the Benefits Management Committee has all the foregoing discretionary authority.

Plan Year

The plan year is January 1 through December 31.

Type of Plan

The Plan is called a “defined benefit plan” by the Internal Revenue Service (IRS); it helps provide future retirement income.

Identification Numbers

The IRS has assigned 37-1808900 as the Employer Identification Number (EIN) for Alcoa USA Corp., as plan sponsor. The plan number is 002. You are covered under Rule IIX–Form E.

Agent for Service of Legal Process

If any disputes arise under the plan, papers may be served upon the following.

Secretary, Benefits Management Committee
Alcoa USA Corp.
201 Isabella Street, Suite 500
Pittsburgh, PA 15212-5858
(412) 315-2900

Service of legal process also can be made upon the plan administrator.

Plan Funding

The plan is funded by Alcoa and certain subsidiaries participating in the plan through contributions to the Pension Plans Master Trust for Alcoa USA Corp. (Master Trust Fund). The Master Trust Fund contains the assets of the plan and assets of certain other retirement plans of Alcoa USA Corp. and other subsidiaries.

Contributions to the Master Trust Fund are irrevocable, except that contributions made by mistake or conditioned upon the applicability of certain provisions of the Internal Revenue Code may be returned to the contributing employer. All plan benefits are paid from the Master Trust Fund.

The Master Trust Fund is held principally by the plan trustee under an Amended Agreement of Trust. A portion of the assets subject to this Agreement may be held by one or more investment managers.

Plan Trustee and Investment Managers

The plan trustee is:
The Bank of New York Mellon, Master Trustee
BNY Mellon Center
500 Grant Street
Pittsburgh, PA 15258-0001

The plan trustee and several other investment managers presently manage various portions of the Master Trust Fund. The following investment managers also may hold assets of the Master Trust Fund.

Brandes Investment Partners, L.P.
11988 El Camino Real, Suite 500
San Diego, CA 92130

CBRE Clarion Securities
201 King of Prussia Road, Suite 600
Radnor, PA 19087

Deutsch Asset Management
RREEF America, LLC
222 S. Riverside Plaza
Chicago, IL 60606

The Dreyfus Corporation
200 Park Avenue
New York, NY 10166

Fidelity Investments
245 Summer Street
Boston, MA 02210

First Eagle Investment Management, LLC
1345 Avenue of the Americas
New York, NY 10105

GMO, LLC
40 Rowes Warf
Boston, MA 02110

J.P. Morgan Asset Management
575 Washington Blvd., 10th Floor
Jersey City, NJ 07310

Lapides Asset Management LLC
500 West Putnam, Ave., 4th Fl.
Greenwich, CT 06830

Mellon Capital Management Corporation
BNY Mellon Center
500 Grant Street
Pittsburgh, PA 15258-0001

Morgan Stanley Investment Management
522 Fifth Avenue
New York, NY 10036

OFI Institutional Asset Management
OppenheimerFunds, Inc.
Two World Financial Center
225 Liberty St., 14th Floor
New York, NY 10281

Pacific Investment Management Company LLC
650 Newport Center Drive
Newport Beach, CA 92660

SECOR Asset Management
One Penn Plaza, Suite 4625
New York, NY 10119

Tweedy, Browne Company LLC
One Station Place
Stamford, CT 06902

Walter Scott
One Charlotte Square
Edinburgh, UK EH2 4DR

Western Asset Management Company
385 East Colorado Blvd.
Pasadena, CA 91101

Your Rights to Benefits

Your benefits belong to you and, except for Qualified Domestic Relations Orders (QDROs), may not be sold, assigned, transferred, pledged, or garnished. If you or your beneficiary is unable to care for your affairs, any payments due may be made to your legal representative, as determined by the plan administrator.

Your Rights under ERISA

As a participant in the plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all plan participants shall be entitled to the following.

Receive Information about Your Plan and Benefits

- 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.
- 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.
- Receive the plan's annual funding notice. The plan administrator is required by law to furnish each participant with a copy of this annual funding notice.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement may be requested electronically or in writing and is not required to be given more than once every 12 months. The plan must provide the statement free-of-charge.

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 pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension 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 previously mentioned rights. For instance, if you request a copy of plan documents, which includes the official plan document, any amendments, summary plan descriptions, and summary of material modifications, or the latest annual report from the plan and do not receive it 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court after you have exhausted the appeal process as described previously. Such suit must be filed within 180 days from the date of an adverse appeal determination notice.

In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. 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 (for example, if the court finds your claim is frivolous), the court may order you to pay these costs and fees.

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, 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 also may obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration at 1-866-444-3272. Additional information is available through the Department of Labor's website at **www.dol.gov**.

Pension Benefit Guaranty Corporation

Your pension benefits under this plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the plan terminates; and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates;
- some or all of the benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time of the plan termination;
- benefits that are not vested because you have not worked long enough for the company;
- benefits for which you have not met all of the requirements at the time the plan terminates;
- certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC, depending on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call the PBGC at 1-800-400-7242. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website at **www.pbgc.gov**.

No Obligation to Continue Employment

This plan does not create an obligation for Alcoa or another subsidiary to continue your employment. In addition, the right of Alcoa or a subsidiary to terminate your employment or to take other personnel action is not limited by the effect that the action might have on your (or your beneficiary's) eligibility for benefits under the plan.

Future of the Plan

The benefits described in this booklet are provided for the term of the collective bargaining agreement between your union and Alcoa. The company expects that the plan will continue indefinitely. However, the Board of Directors of Alcoa Corp. or the Benefits Management Committee can amend, modify, suspend, or terminate all or part of the plan at any time. Upon termination of the plan, the accrued benefits of affected participants will become fully vested to the extent the benefits are fully funded. In any event, all cash and investments must be devoted to the purposes of the plan, including payment of expenses of the plan, before a reversion may be made to the company.

Definitions

Here are the definitions for some terms used in this booklet. If you have questions about these or other terms, call 1-844-31ALCOA (1-844-312-5262).

Benefits Management Committee
A group of individuals appointed by Alcoa Corp.'s Board of Directors to oversee the operation of the plan.

Company
Alcoa USA Corp. Inc. and its affiliated companies (specifically including Alcoa Power Generating, Inc.) that offer this plan.

Equivalent Actuarial Value
For payments of small amounts (lump sums of $5,000 or less), the lump sum equivalent of an annuity computed on the basis of the applicable interest rate(s) and applicable mortality table (as designated by the Internal Revenue Commissioner for purposes of lump sum payments) and the benefit earned as of your commencement date.

The small lump sum is calculated using a set of three interest rates (weighted) based on a corporate bond yield curve as of November of the year preceding the calendar year that contains the calculation date and a specified mortality table, as periodically updated by the Internal Revenue Commissioner.

For the Joint and Survivor Annuity forms of payment, equivalent actuarial value is based on an interest rate of 5% and the RP 2000 Combined Healthy Mortality Tables (blended 80% male and 20% female for the participant and blended 20% male and 80% female for the spouse).

Interest
The applicable interest rate used for overpayments, underpayments, and any retroactive payments is the interest rate used in the calculation of payments of small amounts (see the definition of equivalent actuarial value above).

Leased Employee
Leased employee as defined in the Internal Revenue Code, Section 414(n), as amended.

Pension Service
Generally, the period of your continuous employment with Alcoa or a participating subsidiary under a rule of the plan. Pension service is used to determine the amount of retirement benefits.

Qualified Domestic Relations Order (QDRO)
A court order requiring payment of all or part of your pension benefits to your spouse, children, former spouse, or other dependent to meet child support, alimony, or marital property settlement obligations.

Regular Monthly Pension
The amount payable to all participants who receive a benefit under the plan. Regular monthly pension will be reduced (if applicable) for surviving spouse coverage; early payment of benefits; pension benefits from any other Alcoa plan, a subsidiary's plan, or a predecessor employer's plan; and the Internal Revenue Code maximum.

Rehire
Return to work after an employee incurs a Severance Date. Rehire does not include any employee who is recalled from layoff and whose seniority has not been terminated.

Severance Date
The date you resign, retire, die, or are discharged, dismissed, or otherwise terminated. You also have a severance date (break in service) when you have been absent for more than one year due to a leave of absence, or for more than two years due to layoff, sickness, accident, or non-occupational disability.

Special Retirement Pension
A one-time payment made to eligible employees in place of the first three months of regular monthly pension for all retirement types (except disability), or for an age 70½ required distribution, and in place of any supplemental pension.

Subsidiary

A corporation, a majority of whose outstanding voting stock is owned or controlled by Alcoa Corporation and/or one or more other subsidiaries and any noncorporate business entity that Alcoa Corporation and/or one or more other subsidiaries control in fact.

Supplemental Pension

A payment of $250 a month, which may be made in addition to the regular monthly pension, for a disability retirement. It is paid through the month you reach age 62, the month you first become eligible for unreduced Social Security disability benefits or unreduced Railroad Retirement benefits, or the month in which you die, whichever is earliest.

Vesting Service

The period of employment with Alcoa, another subsidiary of Alcoa Corporation, or certain affiliated companies used to determine your eligibility for retirement benefits. You must complete five years of vesting service to be eligible for pension benefits under the plan. Vesting service requirements governing eligibility for retirement benefits under the plan change from time to time. Your eligibility is determined by the vesting schedule in effect on your severance date.

Alcoa

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