

# Short-Term Disability and Long-Term Disability Summary Plan Description

## **Contents**

PLAN OVERVIEW3				
ELIGIBILITY REQUIREMENTS.       3         WHO PAYS THE COST.       3         ENROLLMENT.       3         WHEN COVERAGE BEGINS.       4         CHANGING YOUR COVERAGE       4				
SHORT-TERM DISABILITY PLAN5				
STD COVERAGE OPTIONS	,			
LONG-TERM DISABILITY PLAN11				
LTD COVERAGE OPTIONS				

	Work Incentive	14
	CONTINUATION OF HEALTH CARE AND	LIFE
	INSURANCE BENEFITS WHILE RECEIVING LTD	15
	BENEFIT AMOUNT	15
	RECURRING/CONCURRING DISABILITY	16
	SITUATIONS NOT COVERED	16
	RIGHT OF EXAMINATION	16
	EFFECT OF INCOME FROM OTHER SOURCES	16
	APPLYING FOR OTHER BENEFITS	17
	SINGLE SUM PAYMENT	18
	IF YOU TAKE A FAMILY OR MEDICAL LEAVE	OF
	ABSENCE	18
	WHEN YOUR DISABILITY INSURANCE ENDS	19
۸	DMINISTRATIVE INFORMATION	20
H	DIVINIO I KATIVE INFORMATION	20
~		
~	DEFINITIONSPLAN SPONSOR AND ADMINISTRATOR	20
~	DEFINITIONSPLAN SPONSOR AND ADMINISTRATOR	20 24
^	DEFINITIONSPLAN SPONSOR AND ADMINISTRATORPLAN YEAR	20 24 24
^	DEFINITIONSPLAN SPONSOR AND ADMINISTRATOR	20 24 24 24
^	DEFINITIONSPLAN SPONSOR AND ADMINISTRATORPLAN YEARTYPE OF PLAN	20 24 24 24
~	DEFINITIONSPLAN SPONSOR AND ADMINISTRATORPLAN YEARTYPE OF PLANIDENTIFICATION NUMBERS	20 24 24 24 25
<b>A</b>	DEFINITIONS	20 24 24 24 25
<b>A</b>	DEFINITIONS	20 24 24 24 25 26
_	DEFINITIONS	20 24 24 24 25 26 26
_	DEFINITIONS	20 24 24 24 25 26 26
_	DEFINITIONS	20 24 24 24 25 26 26 26
A	DEFINITIONS PLAN SPONSOR AND ADMINISTRATOR PLAN YEAR TYPE OF PLAN IDENTIFICATION NUMBERS PLAN FUNDING AND TYPE OF ADMINISTRATION GENERAL INFORMATION AND ELIGIBILITY AGENT FOR SERVICE OF LEGAL PROCESS CLAIMS PROCEDURE PAYMENT OF BENEFITS TO OTHERS YOUR RIGHTS UNDER ERISA	20 24 24 25 26 26 26 28 28
	DEFINITIONS PLAN SPONSOR AND ADMINISTRATOR PLAN YEAR TYPE OF PLAN IDENTIFICATION NUMBERS PLAN FUNDING AND TYPE OF ADMINISTRATION GENERAL INFORMATION AND ELIGIBILITY AGENT FOR SERVICE OF LEGAL PROCESS CLAIMS PROCEDURE PAYMENT OF BENEFITS TO OTHERS YOUR RIGHTS UNDER ERISA FAMILY AND MEDICAL LEAVE ACT	20 24 24 24 25 26 26 26 28 28

This booklet and the enrollment materials you receive during annual enrollment are part of the plan documents and summary plan description (SPD) of your short-term and long-term disability benefits, if eligible, effective January 1, 2018. An SPD is intended to summarize the features of a plan in clear, understandable, and informal language for participants. The terms under which the plan operates are contained in this booklet and in the policy and/or certificate from the insurance company.

Si usted no entiende alguna parte de esta información, llame a la línea de Alcoa 1-844-31ALCOA (1-844-312-5262). Para español diga "español" y su llamada será transferida a un representante quien pueda ayudar con assistencia de un intérprete en español.

## **Overview**

## **Plan Overview**

For your convenience, this booklet includes the terms of Alcoa USA's Short-Term Disability (STD) and Long-Term Disability (LTD) plans. These plans are insured and subject to the provisions of the Employee Retirement Income Security Act of 1974 as amended (ERISA).

If there are any discrepancies between this booklet and the policy certificates from the insurance company and/or other legal documents or instruments, the appropriate legal documents or instrument will govern.

Alcoa USA offers these disability benefits to help protect you and your family in the event of your illness or injury:

- STD is designed to replace a portion of your income while you are Disabled as defined by the Plan due to a non-work-related or a work-related disability.
- LTD is designed to replace a portion of your income while you are Disabled as defined by the Plan due to a serious non-work related or work-related illness or injury that extends beyond STD benefits.

## **Eligibility Requirements**

You are eligible for STD coverage under this Plan if you are **an active full-time or part-time Warrick IBEW bargaining unit employee** at Alcoa USA Corp., excluding temporary, agency, leased, or contract employees, and other individuals who are not on the Company payroll.

You are eligible for LTD coverage if you are **an active full-time Warrick IBEW bargaining unit employee** at Alcoa USA Corp., excluding part-time, temporary, agency, leased, or contract employees, and other individuals who are not on the Company Payroll.

## Who Pays the Cost

Alcoa USA provides basic STD and LTD overage at no cost to you. If you elect a higher STD and/or LTD benefit option, you pay the cost with pre-tax dollars. Your cost for each option is shown on your Enrollment Worksheet.

Because your contribution for coverage is made on a pre-tax basis, any benefits you receive directly from the plan are taxable.

## **Enrollment**

#### **New Hire Enrollment**

If you are a newly eligible employee, you automatically will receive information and instructions about enrollment. To elect a disability coverage option, you must enroll by the enrollment deadline printed on your Enrollment Worksheet. Your election remains in effect until December 31 of that year, unless you have a change as described under "Changing Your Coverage." After that, you will enroll during annual enrollment.

#### **Annual Enrollment**

Each year during annual enrollment, you must enroll for coverage for the upcoming year, as described in the enrollment materials. The election you make will take effect on January 1 and stay in effect through December 31, unless you have a status change.

If you are not actively at work at the beginning of a calendar year (January 1), you will continue to be covered under the disability benefits in effect on the previous December 31 until you return to active work. Any election you may have made during annual enrollment will not take effect until you return to active work. You will have an opportunity to make a new election when you return to active work.

## Overview

## If You Do Not Enroll

If you do not enroll by the deadline, you will be assigned the default coverage in effect at that time, as described in the enrollment materials. If you previously elected a disability coverage option, your current coverage, if available, will continue to be in effect. You will not be able to change your coverage until the next annual enrollment, as described above, unless you have a status change.

## If You Are Married to an Alcoa USA Employee

If your spouse is also an Alcoa USA employee, each of you must enroll for disability coverage individually.

## If Your Domestic Partner Is an Alcoa USA Employee

If your domestic partner is also an Alcoa USA employee, each of you must enroll for disability coverage individually.

## When Coverage Begins

If you are eligible, coverage begins on the first day you are actively at work. If you are not actively at work on the date coverage is scheduled to begin because of illness, injury, or authorized leave of absence, coverage will begin on the date you return to active work. If your location has a probationary period, coverage will begin upon successful completion of the probationary period.

## **Changing Your Coverage**

You may change your coverage *only* under the following circumstances:

- once a year during annual enrollment; or
- within 31 days of a status change, or on the date your enrollment is processed if the change is made after 31
  days. If you do not have a status change, you must wait until annual enrollment to make any coverage
  changes.

#### **Status Changes**

If you experience a change in certain family or employment circumstances, you may change your coverage to fit your new situation without waiting for the next annual enrollment period. Any changes must be consistent with the status change.

As defined by the Internal Revenue Service (IRS), status changes applicable to this coverage includes:

- your marriage;
- the birth, adoption, or placement for adoption of a dependent child;
- your divorce, annulment, or legal separation;
- the death of your spouse/domestic partner or other eligible dependent;
- a change in employment status for you or your spouse/domestic partner that affects benefits (including termination or commencement of employment, strike or lockout, or commencement of or return from an unpaid leave of absence);
- a change in your company work location or home address that changes your overall benefit options and/or prices;
- a significant change in coverage or the cost of coverage; or
- a significant reduction or loss of a dependent's coverage under another plan.

If you are not actively at work, any approved change to your coverage will take effect when you return to active work.

You should report a status change as soon as possible, but no later than 31 days, after the event occurs. To report a status change, visit UPoint® website or call **1-844-31ALCOA** (1-844-312-5262).

## **Short-Term Disability Plan**

## **STD Coverage Options**

If you are eligible, you may choose the amount of your insurance from one of the following plans:

- Core Plan Noncontributory (Alcoa USA pays for this coverage), 40% of the first \$18,750 of your weekly Pre-Disability Earnings
- **Buy Up Plan** Employee contributions required, 80% of the first \$9,375 of your weekly Pre-Disability Earnings

The maximum weekly STD benefit is \$7,500.

Your cost for each option is shown on your Enrollment Worksheet. Because your contributions are made on a pretax basis, any benefits you receive directly from the plan are taxable.

The options are subject to certain income from other sources that will reduce your disability benefit under this plan. Please refer to the "Effect of Income from Other Sources" section for additional information.

## **Evidence of Insurability**

Evidence of insurability is required for late requests to increase STD benefit plan elections. A late request is one made more than 31 days after the date you were first eligible to enroll. Evidence of insurability is required:

 If you make a late request to increase the amount of your coverage from the Core plan to the Buy Up plan during an enrollment period or due to a status change.

If you do not provide evidence of insurability, or the evidence you provide is not accepted by the claims administrator as satisfactory, your request to enroll in coverage or to increase the amount of your coverage will not be approved.

## When Benefits Are Payable

To receive STD benefit payments, you must become Disabled (see Disabled in Definitions section) while you are covered under the plan and remain under the care of a doctor. You also must submit proof of your continued total disability when it is requested by the STD claims administrator.

If your claim is approved, the elimination period (the waiting period before benefits are paid) is seven days for sickness and the earlier of seven days or the day on which hospital confinement begins or the date on which surgery is performed, if it is performed in an outpatient surgical facility. There is no elimination period in the event of an injury.

You may receive STD benefits for a total of 182 days. Benefits may continue for up to a total of 182 days as long as you remain Disabled.

To apply for benefits, call **1-844-31ALCOA** (1-844-312-5262).

If you receive STD benefits and then become Disabled after your return to work, see "Recurring/Concurring Disability" for information about your coverage.

## **Family Care Incentive**

If you work or participate in a Rehabilitation Program while you are Disabled, you will be reimbursed for up to \$100 for weekly expenses you incur for each family member to provide:

- Care for your or your spouse's child, legally adopted child, or child for whom you or your spouse are legal guardian and who is:
  - Living with you as part of your household;
  - Dependent on you for support; and
  - o Under age 13.
  - The child care must be provided by a licensed child care provider who may not be a member of your immediate family or living in your residence.
- Care to your family member who is:
  - Living with you as part of your household;
  - o Chiefly dependent on you for support; and
  - Incapable of independent living, regardless of age, due to mental or physical handicap as defined by applicable law.
  - o Care to your family member may not be provided by a member of your immediate family.

Reimbursement payments will be made on a weekly basis starting with the 4<sup>th</sup> weekly benefit payment. Payments will not be made beyond the maximum benefit period. You will not be for paid for any expenses for which you are eligible for payment from any other source. Proof for expenses incurred must be sent to the claims administrator.

## **Moving Expense Incentive**

If you participate in a Rehabilitation Program while Disabled, you may be reimbursed for expenses you incur to move to a new residence recommended as part of the program and approved in advance by the claims administrator. You must send proof that you have incurred expenses for moving. Expenses incurred for services provided by a member of your immediate family or someone who is living in your residence will not be paid.

## Continuation of Health Care and Life Insurance Benefits while Receiving STD

If you begin receiving STD benefits, your Alcoa USA medical, prescription drug, dental, vision, company-paid life insurance, and Accidental Death & Dismemberment (AD&D) coverage may be continued for up to six months while you remain Disabled and are receiving STD benefits, provided you pay any required employee contributions.

If you also receive workers' compensation benefits, the benefits coverage described above may be continued for up to an additional period of 18 months, to a maximum overall combined period of 24 months.

While you are away from work, a bill will be sent to your home. If you do not make payments as required in a timely manner, all coverage, except company-paid life insurance and AD&D coverage, will be cancelled. If you wish to drop any coverage while receiving STD benefits, you may call 1-844-31ALCOA (1-844-312-5262) within 30 days of receiving your initial bill, and your coverage and contributions will be adjusted accordingly.

Your cost for STD coverage is discontinued while you are receiving disability income benefits under the plan.

#### **Continuation of Other Alcoa USA Benefits**

While you are Disabled and receiving STD benefits, coverage under other Alcoa USA benefits programs may continue. See the individual plan booklets for more information.

## **Benefit Amount**

The amount of your weekly STD benefit is based on your Pre-Disability Earnings (see Definitions section) as of the last day worked and the coverage option you elect.

STD benefits are paid on a weekly basis and determined by the STD claims administrator. The STD claims administrator calculates your weekly pay multiplying your hourly rate by 2080, then dividing by 52. Your weekly benefit equals the percentage of that weekly amount that you elected at enrollment.

Your STD benefit is reduced by disability income you may receive from certain other sources (see "Effect of Income from Other Sources").

## **Modified Employment**

If your location is able to accommodate your limitation(s) in a modified job (in agreement with your doctor's determination), you must accept this position, or your STD benefits will end. You will continue to receive your full STD benefit while working at a modified job, as long as the total of your STD benefit and your return- to-work pay is not more than the base pay you earned before your disability. If it is higher, your STD benefit will be reduced so that the total amount you receive is not more than your pre-disability base pay.

## **Recurring/Concurring Disability**

If you receive STD benefits, return to work, and again become Disabled, benefits under the plan are payable as follows:

- If the second disability occurs within the first 31 calendar days of your return to work, it will be considered part
  of the first disability if it is due to the same or related sickness or accidental injury. This disability will be part
  of the original disability and your benefit will be based on the same pre-Disability earnings and the same
  terms, provisions and conditions that were used for the original disability.
- If you have been actively at work for 31 consecutive calendar days or more, the second disability will be considered a new disability claim. Benefits will be payable only if you have not already received the full 182 days of STD payments within the last 12-consecutive-month period.
- If you return to active work before completing your elimination period and then become Disabled, you will have to complete a new elimination period.

## **Situations Not Covered**

STD benefits will not be paid for any disability caused or contributed to by:

- War, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
- Active participation in a riot;
- Intentionally self-inflicted injury;
- Attempted suicide; or
- Commission of or attempt to commit or taking part in a felony.

Benefits will not be paid for any disability caused or contributed to by elective treatment or procedures, such as:

- Cosmetic surgery or treatment primarily to change appearance;
- Sex-change surgery;
- Reversal of sterilization;
- Liposuction;
- Visual correction surgery; and
- In vitro correction fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a sickness.

## **Right of Examination**

The STD claims administrator reserves the right to have an examination conducted by the doctor of its choice, at no cost to you, while you are claiming disability benefits. To continue to be eligible for STD benefits, you may be required by the STD claims administrator to provide satisfactory proof of your continued total disability.

#### **Effect of Income from Other Sources**

If you are eligible for disability income from certain other sources, your STD benefit will be reduced by the amount of the other income. Other sources of income include the following:

- Any disability or retirement benefits that you receive because of your disability or retirement under:
  - Social Security;
  - o Railroad Retirement Act; or
  - o any pension or disability plan of any other nation or political subdivision;
- Any income received for disability or retirement under Alcoa USA's retirement plan to the extent that it can be attributed to Alcoa USA contributions;
- Any income received for disability under:
  - o a group insurance policy to which Alcoa USA has made a contribution, such as:
    - benefits for loss of time from work due to disability;
    - installment payments for permanent total disability;
  - A no-fault auto law for loss of income, excluding supplemental disability benefits;
  - A government compulsory benefit plan or program which provides payment for loss of time from your job due to your disability, whether such payment is made directly by the plan or program, or through a third party:
  - A self-funded plan, or other arrangement if Alcoa USA contributes toward it or makes payroll deductions for it:
  - Any sick pay, vacation pay or other salary continuation that the Policyholder pays to you;
  - o Workers' compensation or a similar law which provides periodic benefits;
  - Occupational disease laws;
  - Laws providing for maritime maintenance and cure;
  - Unemployment insurance law or program; and
  - Recovery amounts that you receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise including future earnings.

## **Applying for Other Benefits**

If there is a reasonable basis for you to apply for benefits under a government compulsory plan or program, you must apply for these benefits and pursue these benefits through all applicable levels of appeal.

You must, within four weeks following the date you become Disabled, send the claims administrator proof that you have applied for benefits under these plans or programs and sign a reimbursement agreement in which you agree to repay for any overpayments made to you under your STD coverage.

If you do not satisfy the above requirements, the claims administrator will reduce your disability benefit by the amount of the government compulsory benefit plan or program benefit that they estimate you are eligible to receive, provided that they have the reasonable means to make such an estimate. The claims administrator will start with the first disability benefit payment under the Plan coincident with the date you were eligible to receive the government compulsory benefit plan or program benefit.

When you receive approval or final denial of your claim for such benefits, you must notify the claims administrator immediately. The amount of your disability benefit will be adjusted accordingly. You must promptly repay any overpayment.

## **Single Sum Payment**

If you receive Other Income in the form of a single sum payment, you must, within 10 days after receipt of such payment, give satisfactory written proof to the claims administrator of:

- The amount of the single sum payment;
- The amount to be attributed to income replacement; and
- The time period for which the payment applies.

When the claims administrator receives this proof, the amount of your disability benefit will be adjusted.

If the claims administrator does not receive the written proof described above, and the amount of the single sum payment is known to the administrator, the administrator may reduce your disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If the amount of your disability benefit is adjusted due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an overpayment.

If you receive other income in the form of a single sum payment, and the claims administrator does not receive the written proof described above within 10 days after you receive the single sum payment, the amount of your disability benefit will be reduced by the amount of the single sum payment.

## Other Income That Will Not Reduce Your Disability Benefit

Your disability benefit will not reduce to less than the minimum benefit described in the "STD Coverage Options" section, or by:

- Cost of living adjustments that are paid under any of the above sources of other income;
- Reasonable attorney fees included in any award or settlement;
- Group credit insurance;
- Mortgage disability insurance benefits;
- Early retirement benefits that have not been voluntarily taken by you;
- Veterans' benefits;
- Individual disability income insurance policies;
- Benefits received from an accelerated death benefit payment; or
- Amounts rolled over to a tax qualified plan unless subsequently received by you while you are receiving benefit payments.

## When STD Benefit Payments End

STD benefit payments will end on the earliest of:

- The end of the maximum benefit period;
- The date you are no longer Disabled;
- The date you die;
- The date you cease or refuse to participate in a required Rehabilitation Program;
- The date you fail to have a medical exam as required by the claims administrator; or
- The date you fail to provide required proof of continuing disability.

While you are Disabled, the benefits described in this booklet will not be affected if

- Your insurance ends; or
- The Group Policy is amended to change the plan of benefits for your class.

## **Family and Medical Leave**

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave act of 1993 (FMLA), or other legally mandated leave of absence leave of absence or similar laws. Please call **1-844-31ALCOA** (1-844-312-5262) for information regarding such legally mandated leave of absence laws.

## **Long-Term Disability Plan**

## **LTD Coverage Options**

If you are eligible, you may choose the amount of your insurance from one of the following plans:

- Core Plan Non-contributory (Alcoa USA pays for this coverage), 50% of the first \$15,000 of your monthly Pre-Disability Earnings
- Buy Up Plan Employee contributions required, 70% of the first \$10,714 of your monthly Pre-Disability Earnings

The maximum monthly LTD benefit is \$7,500 under each of the options.

Your cost for each option is shown on your Enrollment Worksheet. Because your contributions are made on a pretax basis, any benefits you receive directly from the plan are taxable.

The cost of your LTD coverage is calculated based on your income level. Annual base pay is determined as of the date of hire for new employees. Thereafter, your cost for LTD coverage for each following calendar year (January 1 through December 31) will be determined based on your annual base pay as of September 1 of the prior calendar year.

## **Evidence of Insurability**

Evidence of insurability is required for late requests to increase LTD benefit plan elections. A late request is one made more than 31 days after the date you were first eligible to enroll. Evidence of insurability is required:

• If you make a late request to increase the amount of your coverage from the Core plan to one of the Buy Up plans during an enrollment period or due to a status change.

If you do not provide evidence of insurability, or the evidence you provide is not accepted by the claims administrator as satisfactory, your request to enroll in coverage or to increase the amount of your coverage will not be approved

## When Benefits Are Payable

To receive LTD benefit payments, you must become Disabled (see Disabled in Definitions section) while you are covered under the plan and remain under the care of a doctor. You also must submit proof of your continued total disability when it is requested by the LTD claims administrator.

If you are eligible to receive LTD benefits, your monthly benefit will begin on the earlier of the date:

- You are Disabled over a consecutive 26-week period (182 days) and your short-term disability (STD) benefits end.
- LTD benefits are not payable unless your STD benefits are exhausted.
- The length of LTD benefits is based on when you become totally Disabled as described below.

## **Maximum Benefit Period**

The later of:

- · Your Normal Retirement Age; or
- The period shown in the chart below:

Age on Date of Your Disability	Benefit Period
Less than 60	To age 65
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 & Over	12 Months
T1	1

The maximum benefit period is subject to the "Limited Disability Benefits" and "Date Benefit Payments End" sections.

If you receive LTD benefits and then become totally Disabled after you return to work, see "Recurring/Concurring Disability" for further information.

## **Pre-Existing Conditions**

Benefits will not be paid for a disability that results from a pre-existing condition if you have been actively at work for less than 12 consecutive months after the date your disability coverage takes effect under this Plan. This includes any increase in a benefit amount due to an elected increase in the amount of your coverage.

A pre-existing condition means a sickness or accidental injury for which you received medical treatment, consultation, care or services or took prescribed medication or had medications prescribed in the three months prior to your coverage under this plan.

## **Limited Disability Benefits**

## For Disability Due to Alcohol, Drug or Substance Abuse or Addiction

If you are Disabled due to alcohol, drug or substance abuse or addiction, your disability benefits for each period of disability per occurrence will be limited. During your disability, you are required to participate in an alcohol, drug or substance or addition recovery program recommended by a physician.

Disability benefit payments will end the earliest of:

- The date you receive 24 months of disability benefit payments;
- The date you cease or refuse to participate in the recovery program referred to above; or
- The date you complete a recovery program.

If you are confined in a hospital or mental health facility at the end of the period above for which benefits are to be paid, your monthly benefits will continue until the end of your confinement.

## For Disability Due to Mental or Nervous Disorders or Diseases

If you are Disabled due to a mental or nervous disorder or disease, your disability benefits will be limited to a per occurrence maximum equal to the lesser of:

- The date you receive 24 months of disability benefit payments; or
- The maximum benefit period.

This limitation will not apply to a disability resulting from:

- neurocognitive disorders;
- schizophrenia; or
- · Bipolar I Disorder.

If you are confined in a hospital or mental health facility at the end of the period shown above for which benefits are to be paid, your monthly benefits will continue until the end of your confinement.

For purposes of this provision, **mental health facility** means a facility licensed in the jurisdiction in which it is located to provide care and treatment for a mental or nervous disorder or disease. Such facility must provide care on a 24-hour-a-day basis under the supervision of a staff of physicians and must provide a broad range of nursing care on a 24-hour-a-day basis by or under the direction of a registered professional nurse.

If no exception above applies, and you are Disabled as a result of more than one injury or sickness for which disability benefits are payable under this Plan, the benefit limitation periods will run concurrently for all such conditions.

**Bipolar I Disorder** means a psychiatric disorder diagnosed in accordance with the diagnostic criteria for Bipolar I Disorder set forth in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) as of the date of your disability. Supporting documentation must include evidence that you experienced at least one full manic episode. The following conditions, as determined using the diagnostic criteria for such conditions set forth in the most recent edition of the DSM as of the date of your disability, **are not** considered Bipolar I Disorder for purposes of this exclusion:

- · Bipolar II Disorder;
- Cyclothymic disorder;
- Substance induced bipolar disorder;
- Bipolar disorder associated with a known general medical condition;
- Other specified bipolar disorder; or
- Unspecified bipolar disorder.

**Mental or nervous disorder or disease** means a medical condition that meets the diagnostic criteria set forth in the most recent edition of the DSM as of the date of your disability.

**Neurocognitive disorder** means a condition that meets the diagnostic criteria for neurocognitive disorders set forth in the most recent edition of the DSM as of the date of your disability, and the cognitive deficits that relate to the disability are not attributable to another mental or nervous disorder or disease. Neurocognitive disorders include, but are not limited to, conditions such as Alzheimer's disease and other forms of dementia, and traumatic brain injury.

**Schizophrenia** means a chronic psychiatric disorder diagnosed in accordance with the diagnostic criteria for schizophrenia set forth in the most recent edition of the DSM as of the date of your disability.

## **Date Benefit Payments End**

Your disability benefit payments will end on the earliest of:

- The end of the maximum benefit period;
- The date benefits end as specified in the above section;
- · The date you are no longer Disabled;
- The date you die;
- The date you cease or refuse to participate in a Rehabilitation Program that is required;
- The date you fail to have a medical exam requested by the claims administrator;
- The date following 12 consecutive months of disability for which you were entitled to receive monthly benefit payments while you are living outside of the United States or Canada; or
- The date you fail to provide required proof of continuing disability.

## **Work Incentive**

If you work while you are Disabled and receiving monthly benefits, your monthly benefit will be adjusted as follows:

- increased by your Rehabilitation Program Incentive, if any; and
- reduced by other income, if applicable (see "Effect of Income from Other Sources" section).

Your monthly benefit as adjusted above will not be reduced by the amount you earn from working, unless your adjusted monthly benefit plus the amount you earn from working and you receive from other income exceeds 100% of your Pre-Disability Earnings (see definition of Pre-Disability Earnings).

#### **Limit on Work Incentive**

After the first 24 months following your elimination period, your monthly benefit will be reduced by 50% of the amount you earn from working while Disabled.

## **Family Care Incentive**

If you work or participate in a Rehabilitation Program while you are Disabled, you will be reimbursed for up to \$400 for monthly expenses you incur for each family member to provide:

- Care for your or your spouse's child, legally adopted child, or child for whom you or your spouse are legal guardian and who is:
  - living with you as part of your household;
  - o dependent on you for support;
  - o and under age 13.

The child care must be provided by a licensed child care provider who may not be a member of your immediate family or living in your residence.

- Care to your family member who is:
  - Living with you as part of your household;
  - o Chiefly dependent on you for support; and
  - Incapable of independent living, regardless of age, due to mental or physical handicap as defined by applicable law.

Care to your family member may not be provided by a member of your immediate family.

Reimbursement payments will be made on a monthly basis until you have received 24 payments, but not made beyond the maximum benefit period. You will not be reimbursed for any expenses if you are eligible for payment from any source. Proof for expenses incurred must be sent to the claims administrator.

## **Moving Expense Incentive**

If you participate in a Rehabilitation Program while Disabled, you may be reimbursed for expenses you incur to move to a new residence recommended as part of the program and approved in advance by the claims administrator. You must send proof that you have incurred such expenses for moving. Expenses incurred for services provided by a member of your immediate family or someone who is living in your residence will not be paid.

## Continuation of Health Care and Life Insurance Benefits while Receiving LTD

If you begin receiving LTD benefits, your Alcoa USA medical, prescription drug, dental, vision, company-paid life insurance, and Accidental Death & Dismemberment (AD&D) coverage may be continued for up to 18 months while you remain Disabled and are receiving LTD benefits, provided you pay any required employee contributions. The overall maximum extension period is 24 months and includes any period that benefits were extended while you were receiving STD and/or workers' compensation benefits.

While you are away from work, a bill will be sent to your home. If you do not make payments as required in a timely manner, all coverage, except company-paid life insurance and AD&D coverage, will be cancelled. If you wish to drop any coverage while receiving LTD benefits, you may call **1-844-31ALCOA** (1-844-312-5262) within 30 days of receiving your initial bill, and your coverage and contributions will be adjusted accordingly.

Your cost for LTD coverage is discontinued while you are receiving disability income benefits under the plan.

## **Continuation of Other Alcoa USA Benefits**

While you are Disabled and receiving LTD benefits, coverage under other Alcoa USA benefits programs may continue. See the individual plan booklets for more information.

## **Benefit Amount**

The amount of your monthly LTD benefit is based on your Pre-Disability Earnings as of the last day worked and the coverage option you elect.

LTD benefits are paid on a monthly basis and determined by the LTD claims administrator. The LTD claims administrator calculates your monthly pay by multiplying your hourly rate as of your last day worked by 2080, then dividing by 12. Your monthly benefit equals the percentage of that monthly amount that you elected at enrollment.

Your LTD benefit is reduced by disability income you may receive from certain other sources (see "Effect of Income from Other Sources").

Under LTD, a \$50 monthly minimum benefit is provided for any claimant, subject to the overpayments and rehabilitation incentive of the Plan. No minimum monthly benefit will be paid if benefits are received under workers' compensation and/or wage loss replacement benefits under the Pennsylvania Motor Vehicle Financial Responsibility Law equals or exceeds 100% of your Pre-Disability Earnings in effect at the start of your disability.

## **Recurring/Concurring Disability**

If you receive LTD benefits, return to work, and again become Disabled, benefits under the plan are payable as follows.

If You Return to Active Work Before Completing Your Elimination Period:

- If you return to work for a period of 30 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, you will not be required to complete a new Elimination Period. Your days of disability will count towards the completion of your elimination period.
- If you return to work for a period of more than 30 days, and then become Disabled again, you will have to complete a new elimination period.

If You Return to Active Work After Completing Your Elimination Period:

- If you return to work for 182 days or less, and then become Disabled again due to the same or related sickness or accidental injury, you will not be required to complete a new elimination period.
- Your second disability will be considered to be part of the original disability and your benefit will be based on the same Pre-Disability Earnings and the same terms, provisions and conditions that were used for the original disability will apply.
- If you return to work for a period of more than 182 days and become Disabled again, you will have to complete a new elimination period. If so, you may be eligible for STD benefits.

## Situations Not Covered

LTD benefits are not paid for any disability caused or contributed to by:

- War, whether declared of undeclared, or act of war, insurrection, rebellion or terrorist act;
- Your active participation in a riot;
- Intentionally self-inflicted injury;
- Attempted suicide; or
- Commission of or attempt to commit or taking part in a felony.

## **Right of Examination**

The LTD claims administrator or the company reserves the right to have an examination conducted by a doctor of its choice, at no cost to you, while you are claiming disability benefits. To continue to be eligible for LTD benefits, you may be required by the LTD claims administrator or the company to provide satisfactory proof of your continued total disability.

#### Effect of Income from Other Sources

If you are eligible for disability income from certain other sources, your LTD benefit will be reduced by the amount of the other source. Other sources of income include the following:

- Any disability or retirement benefits which you, your spouse or child(ren) receive or are eligible to receive because of your disability or retirement under:
  - Federal Social Security Act;
  - Railroad Retirement Act;
  - Any state, public or federal employee retirement or disability plan, including State Teachers Retirement System (STRS); Public Employee Retirement System (PERS) or Federal Retirement System (FERS). You must apply for such benefits through the highest appeal level that is applicable to such benefits and available under the plan; or
  - o any pension or disability plan of any other nation or political subdivision.
- Any income received for disability or retirement under the Alcoa USA retirement plan, to the extent that it can be attributed to the company's contributions.

#### Effect of Income from Other Sources, cont'd

- Any income received for disability under:
  - o A group insurance policy to which Alcoa USA has made a contribution, such as:
    - Benefits for loss of time from work due to disability;
    - Installment payments for permanent total disability;
  - o A no-fault auto loss of income, excluding supplemental disability benefits;
  - A government compulsory benefit plan or program which provides payment for loss of time from your job due to your disability, whether such payment is made directly by the plan or program, or through a third party;
  - A self-funded plan, or other arrangement if Alcoa USA contributes toward it or makes payroll deductions for it;
  - Any sick pay, vacation pay or other salary continuation that Alcoa USA pays to you;
  - o Workers' compensation or a similar law which provides periodic benefits;
  - Occupational disease laws;
  - Laws providing for maritime maintenance and cure;
  - Unemployment insurance law or program;
- Any income that you receive from working while Disabled to the extent that such income reduces the amount
  of your monthly benefit. This includes but is not limited to salary, commissions, overtime pay, bonus or other
  extra pay arrangements from any source.
- Recovery amounts you receive for loss of income as a result of claims against a third party by judgment, settlement, or otherwise including future earnings.

## **Applying for Other Benefits**

If there is a reasonable basis for you to apply for benefits under the Federal Social Security Act; a government compulsory plan or program; or a federal, state or other public employee retirement or disability plan or program, including a STRS, PERS or FERS Retirement System, you are expected to apply for such benefits.

With respect to benefits under the Federal Social Security Act, to apply means to pursue such benefits until You receive approval from the Federal Social Security Administration, or a notice of denial of benefits from an administrative law judge. The amount of your disability benefit will be reduced by the amount of Federal Social Security benefits the claims administrator estimates that you, your spouse or child(ren) are eligible to receive because of your disability or retirement. This will start after you have received 24 months of disability benefit payments, unless the claims administrator receives:

- approval of Your claim for Federal Social Security benefits; or
- a notice of denial of such benefits indicating that all levels of appeal have been exhausted.

You must, within 6 months following the date you became Disabled:

- send the claims administrator proof that you have applied for Federal Social Security benefits;
- sign a reimbursement agreement in which you agree to repay the claims administrator for any overpayments
- sign a release that authorizes the Federal Social Security Administration to provide information directly to the claims administrator concerning your Federal Social Security benefits eligibility.

If you do not satisfy the above requirements, your disability benefits will be reduced by such estimated Federal Social Security benefits starting with the first disability benefit payment coincident with the date you were eligible to receive Federal Social Security benefits.

## Applying for Other Benefits, cont'd

With respect to Government Compulsory Benefit Plans or Programs or STRS, PERS, FERS Benefit Plans or Programs, to apply means to pursue such benefits through all applicable levels of appeal provided under such benefit plans or programs. You must, within 6 months following the date you become Disabled:

- send the claims administrator proof that you have applied for benefits under such plans or programs; and
- sign a reimbursement agreement in which you agree to repay the claims administrator for any overpayments.

If you do not satisfy the above requirements, your disability benefits will be reduced by the amount of such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefit that the claims administrator estimates you, your spouse or child(ren) are eligible to receive, provided that they have the reasonable means to make such an estimate. This will start with the date you were eligible to receive such government compulsory benefit plan or program benefit or STRS, PERS or FERS benefits under any such plan or programs.

With respect to benefits You have applied for under the Federal Social Security Act, a government compulsory benefit plan or program or a federal, state or other public employee retirement or disability plan or program, including a STRS, PERS or FERS Retirement System plan or program, or if you do receive approval or final denial of your claim for such benefits, you must notify the claims administrator immediately. The amount of your disability benefit will be adjusted, and you must promptly repay the claims administrator for any overpayment.

## **Single Sum Payment**

If you receive Other Income in the form of a single sum payment, you must, within 10 days after receipt of such payment, give written proof satisfactory to the claims administrator of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When such proof is received, the amount of your disability benefit will be adjusted.

If the written proof described above is not received by the claims administrator, and they know the amount of the single sum payment, they may reduce your disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If the amount of your disability benefit is adjusted due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an overpayment.

If you receive Other Income in the form of a single sum payment and the claims administrator does not receive the written proof described above within 10 days after you receive the single sum payment, the amount of your disability benefit will be adjusted by the amount of such payment.

## If You Take a Family or Medical Leave of Absence

If you take an approved family or medical leave of absence under the Family and Medical Leave Act (FMLA), your LTD coverage continues for up to 12 weeks, provided you pay the required cost. See the Work & Personal Life Benefit Programs booklet for more information about FMLA.

## When Your Disability Insurance Ends

Your insurance will end on the earliest of:

- · The date the Group Policy ends; or
- The date insurance ends for your class; or
- The end of the period for which the last premium has been paid for you; or
- The date you cease to be in an eligible class. You will cease to be in an eligible class on the date you cease active work in an eligible class, if you are not Disabled on that date; or
- The date your employment ends; or
- The date you retire in accordance with the date your employment ends.

## **Administrative Information**

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

## **Definitions**

## **Actively at Work or Active Work**

You are performing all of the usual and customary duties of your job. This must be done at the company's place of business; an alternate place approved by the company; or a place to which the company's business requires you to travel.

You will be considered to be actively at work during weekends or Alcoa USA-approved vacations, holidays or business closures if you were actively at work on the last scheduled work day preceding such time off.

## **Appropriate Care and Treatment**

Medical care and treatment that is:

- Given by a physician whose medical training and clinical specialty are appropriate for treating your disability;
- Consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- Consistent with a physician's diagnosis of your disability; and
- Intended to maximize your medical and functional improvement.

#### **Consumer Price Index**

The CPI-W, the Consumer Price Index for Urban Wage Earners and Clerical Works published by the U.S. Department of Labor. If the CPI-W is discontinued or replaced, the claims administrator reserves the right to substitute any other comparable index.

#### Disabled

Short-Term Disabled or Disability:

Due to sickness or as a direct result of accidental injury:

- You are receiving appropriate care and treatment and complying with the requirements of such treatment;
   and
- You are unable to perform each of the material duties of your own occupation.

For purposes of determining whether a disability is the direct result of an accidental injury, the disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If your occupation requires a license, the fact that you lose your license for any reason will not, in itself, constitute disability.

Long-Term Disabled or Disability:

Due to sickness or as direct accidental injury:

- You are receiving appropriate care and treatment and complying with the requirements of such treatment;
- During the first 24 months of sickness or accidental injury, you are unable to perform each of the material duties of your own occupation; and
- After such period, unable to perform the duties of any gainful occupation for which you are reasonably qualified taking into account your training, education and experience.

For purposes of determining whether a disability is the direct result of an accidental injury, the disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If you are Disabled and have received an LTD monthly benefit for 12 months, we will adjust your Pre-Disability Earnings only for the purposes of determining whether you continue to be Disabled and for calculating the return to work incentive, if any. We will make the initial adjustment as follows:

We will add to your Pre-Disability Earnings an amount equal to the product of:

- · Your Pre-Disability Earnings times the lesser of:
- 7%: or
- The annual rate of increase in the Consumer Price Index for the prior year.

Annually thereafter, we will add an amount to your adjusted Pre-Disability Earnings calculated by the method set forth above but substituting your adjusted Pre-Disability Earnings from the prior year for your Pre-Disability Earnings. **This adjustment is not a cost of living benefit.** 

#### **Domestic Partner**

Civil union partner or reciprocal beneficiary with a government agency where such registration is available; or are the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:

- 18 years of age or older;
- Unmarried;
- The sole domestic partner of the other person and have been so sharing for the immediately preceding 12 months:
- Sharing a primary residence with the other person and have been so sharing for the immediately preceding 12 months; and
- Not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner affidavit attesting to the existence of an insurable interest in one another's lives must be completed and signed by the employee.

#### **Elimination Period**

The period of your disability during which we do not pay benefits. This period begins on the day you become Disabled and continues for the period as shown for the STD Plan and the LTD Plan.

#### **ERISA**

The Employee Retirement Income Security Act of 1974, as amended, a federal law that governs group benefit plans.

## **Full-Time Employee**

An active employee who works on a regular 40-hour work week schedule and is not a part-time or temporary employee.

## **Leased Employee**

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

## **Local Economy**

(Applies to LTD) The geographic area within which you reside; and which offers suitable employment opportunities within a reasonable travel distance. If you move on or after the date you become Disabled, we may consider both your former and current residence to be your Local Economy.

## **Noncontributory Insurance**

Insurance for which Alcoa USA does not require you to pay any part of the premium.

## **Normal Retirement Age**

Age as defined by the federal Social Security Administration on the date your disability starts.

## **Own Occupation**

The essential functions you regularly perform that provide your primary source of earned income.

## **Part-Time Employee**

An active employee who works at least 50% but less than 100% of the regular work schedule for that location, but who is not a temporary employee.

## **Physician**

- A person licensed to practice medicine in the jurisdiction where such services are performed; or
- Any other person whose services, according to applicable law, must be treated as physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

#### Does not include:

- You:
- · Your spouse; or
- Any member of your immediate family including your and/or your spouse's:
  - o Parents:
  - Children (natural, step or adopted);
  - o Siblings;
  - o Grandparents; or
  - o Grandchildren.

#### **Pre-Disability Earnings**

Gross salary or wages you were earning from Alcoa USA as of your last day of active work before your disability began. We calculate this amount on a weekly basis for an STD benefit payment and on a monthly basis for a benefit payment under the LTD Plan.

#### Includes:

- Contributions you were making through a salary reduction agreement with Alcoa USA to any of the following:
  - o An Internal Code (IRC Section 401(k), 403(b) or 457 deferred compensation arrangements;
  - o An executive non-qualified deferred compensation arrangement; and
  - o Your fringe benefits under an IRC Section 125 plan.

## Does not include:

- Commissions:
- Awards and bonuses:
- Overtime pay;
- The grant, award, sale conversion and/or exercise of shares of stock or stock options;
- Alcoa USA's contributions on your behalf of any deferred compensation arrangement or pension plan; or
- Any other compensation from Alcoa USA.

#### **Proof**

Written evidence satisfactory to the claims administrator that a person has satisfied the conditions and requirements for any benefit described under this plan. When a claim is made for any benefit described under this plan, Proof must establish:

- The nature and extent of the loss or condition;
- The claim's administrator's obligation to pay the claim; and
- Your right to receive payment.

Proof must be provided at the claimant's expense.

## **Rehabilitation Program**

A program that has been approved by the claims administrator for the purpose of helping you return to work. It may include, but is not limited to, your participation in one or more of the following activities:

- Return to work on a modified basis with a goal of resuming employment for which you are reasonably qualified by training, education, experience and past earnings;
- On-site job analysis;
- Job modification/accommodation;
- · Training to improve job-seeking skills;
- Vocational assessment:
- Short-term skills enhancement;
- Vocational training; or
- Restorative therapies to improve functional capacity to return to work.

#### **Retirement Plan**

A plan that:

- Provides retirement benefits to employees; and
- Is funded in whole or in part by Alcoa USA contributions.

Does not include:

- Profit sharing plans;
- Thrift or savings plans;
- Non-qualified plans of deferred compensation;
- Plans under IRC Section 401 (k) or 457;
- Individual Retirement accounts (IRA);
- Tax sheltered annuities (TSA) under IRC Section 403(b);
- Stock ownership plans; or
- Keogh (HR-10) plans.

#### **Sickness**

Illness, disease or pregnancy, including complications of pregnancy.

#### **Temporary Employee**

An employee paid through Alcoa USA's payroll system who:

- does not work on a regular schedule, or works less than 50% of the regular hours for that location, or works 50% or more of the regular hours for that location but is hired for a specified period of time not to exceed 12 months: and
- is not eligible for any company benefits.

This booklet provides a summary of short-term disability (STD) benefits and long-term disability (LTD) benefits that apply to employees who are covered under the Group Benefits Plan for Hourly Employees of Alcoa USA Corp. These plans are governed by the Employee Retirement Income Security Act of 1974 (ERISA).

This section contains legal and administrative information you may need to contact the right person for information or help. Although you may not use this information often, it can be helpful if you want to know:

- how to contact the plan administrator;
- how to contact the claims administrator and insurance company;
- what to do if a benefit claim is denied; and
- your rights under ERISA and other federal laws such as COBRA.

## **Plan Sponsor and Administrator**

Alcoa USA Corp. is the sponsor and the plan administrator for these plans. You may contact the plan administrator at the following address and telephone number.

Plan Administrator—Disability Benefits Alcoa USA Corp. Suite 500 201 Isabella Street Pittsburgh, PA 15212-5858 1-412-315-2900

As specifically set forth under ERISA, the plan administrator:

- is responsible for the preparation and the filing with governmental agencies of all summaries, descriptions, annual and other reports, notices, and other documents and information;
- must furnish appropriate information to plan participants;
- must retain appropriate records; and
- must have all of the other responsibilities and duties of the administrator of the plans as specifically set forth in ERISA.

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

Upon written request to the plan administrator, you may obtain a list of employer and employee organizations that participate in these plans. You also may inquire whether a particular employee organization sponsors these plans and request the organization's address. The plans are maintained pursuant to one or more collective bargaining agreements. You may request information about whether the plans cover the members of your particular employee organization, obtain the address of that employee organization if members are covered under the plan, and obtain a copy of that collective bargaining agreement.

## Plan Year

The plan year is January 1 through December 31.

#### Type of Plan

These plans are called "welfare plans" under ERISA; they help protect you against financial loss in case of sickness or injury.

#### **Identification Numbers**

Following are the Employer Identification Number (EIN), plan name and plan number for each plan.

Alcoa USA Corp. EIN 37-1808900

Group Benefits Plan for Hourly Employees of Alcoa USA Corp., Plan 503

When referring to the plan in claims appeals or other correspondence, you will receive help more quickly if you use the full plan name and number.

## Plan Funding and Type of Administration

For disabilities that begin on or after January 1, 2018, benefits under the plan are insured and governed by a group policy issued by MetLife Insurance Company. Funding is provided by Alcoa USA, participating subsidiaries, and employee contributions.

MetLife Insurance Company administers all claims under the plan and provides other administrative services as described throughout this plan booklet. Fiduciary responsibility for claim determination and claim appeals has been assigned to the following claims administrator/insurance company.

MetLife Insurance Company P. O. Box 14590 Lexington, KY 40511 FAX: 1-800-230-9531

For disabilities that began prior to January 1, 2018, the long term disability benefits are administered by MetLife Insurance Company through and administrative services contract, and self funded and paid for from the general assets of the company less any employee contribution.

The claims administrator and insurance company may change. For the most updated information, call 1-844-31ALCOA (1-844-312-5262).

## **General Information and Eligibility**

Alcoa USA has contracted with Alight Solutions to handle enrollment and other administrative details of your benefits and provide general benefits information. You may contact Alight either online or by phone.

**Online**: Log on to *UPoint*® website at http://digital.alight.com/alcoausa. This interactive website is available 24 hours a day, Monday through Saturday, and after 1 p.m. Eastern Time on Sunday.

**Toll-free by phone**: Call **1-844-31ALCOA (1-844-312-5262).** Representatives are available weekdays from 9 a.m. to 5 p.m. Eastern Time. Hearing-impaired callers can use the AT&T Relay Service TTY at 1-800-855-2880.

## **Agent for Service of Legal Process**

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

Benefits Appeals Committee Alcoa USA Corp. Suite 500 201 Isabella Street Pittsburgh, PA 15212-5858 1-412-315-2900

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

#### Claims Procedure

## How to Apply for Benefits

#### **Short-Term Disability**

Your disability benefits are administered through a managed disability program. This program uses a disability management team to review and process a disability claim.

If you become Disabled:

- You are required to report your absence to Alcoa;
- You may call in your claim to MetLife at 844-312-5262 Monday—Friday 8:00am through 11:00pm EST; or
- For Web Intake: Monday—Friday 6:30am—10:00pm; Saturday 6:30am—4:00pm EST; Sunday 9:00am—8:00pm EST.

The claims manager will discuss your claim with you, establish the claim and send a claim acknowledgement packet to you, which will include a Medical Authorization that you must sign and submit to MetLife promptly. You will need to follow up to ensure your healthcare provider submits the required medical documentation to MetLife as well.

If your disability claim is approved, you will then begin to receive benefit payments.

## **Long-Term Disability**

If you are eligible and enrolled in this plan and your total disability continues, MetLife will review your claim and provide an LTD claim packet approximately the 18th or 19th week of your STD benefit payments for a potential transition to the LTD benefit plan. You will need to return the requested LTD information within 30 days. If not, your claim may be closed or could result in an adverse benefit payment.

MetLife's LTD Claim Specialist will be in touch with you to explain the process.

#### If Your Claim is Denied

If a claim is denied, in whole or in part, you or your representative will receive written notice from the claims administrator within 45 days of the date the claim was received. This period may be extended up to 30 days, provided the claims administrator determines the extension is necessary due to matters beyond the control of the plan and notifies you prior to the expiration of the initial 45-day period of the circumstances requiring the extension and the date the decision is expected to be rendered. If the claims administrator determines that an additional 30 days is required due to matters beyond the control of the plan, you must be notified prior to the expiration of the first 30-day period of the circumstances requiring the extension and the date a decision is expected to be rendered.

If the claims administrator denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim was denied because the claims administrator did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. You will have 45 days to provide the specified information.

## How to Appeal a Claim

To appeal a denied claim or to review administrative documents pertinent to the claim, send a written request to the claims administrator. If you are submitting an appeal, state why you think your claim should be reviewed and include any data, documents, questions, or comments, along with copies of all claim forms relating to your claim. All review requests must be made within 180 days of the date your claim was totally or partially denied.

The claims administrator will respond within 45 days—or a total of 90 days under special circumstances—after receipt of your initial appeal, explaining the reasons for the decision, again with reference to the specific plan provisions on which that decision is based. If the claims administrator did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. You will have 45 days to provide the specified information.

If the claims administrator denies the claim on appeal, the claims administrator will send you a final written decision that states the reason(s) why the claim you appealed is being denied and references any specific Plan provision(s)on which the denial is based. Upon written request, the claims administrator will provide you free of charge with copies of documents, records and other information relevant to your claim.

If your disability began prior to January 1, 2018, and your long term disability claim is denied in whole or in part, you must first appeal to MetLife, but, if that appeal is denied, the second review of your denied claim must be sent to the Benefits Appeals Committee. The Committee has the right to interpret the terms of the plan as they relate to benefits, benefit payments, eligibility, and eligible pay and to make a final and binding determination.

If your disability began on or after January 1, 2018, MetLife is the claim administrator throughout the appeal process.

The process and the time frames for appealing a denied claim are shown in the chart on the following page.

Time Frames for Processing and Appealing Disability Claims			
Claims Process	Time Frames		
Claims administrator reviews initial claim and makes determination	Within 45 days of the date claim is received		
Extension period, if required due to special circumstances beyond control of claims administrator*	Additional 30 days		
Additional extension period, if required due to special circumstances beyond control of claims administrator*	Additional 30 days		
You must provide specified missing or additional information to claims administrator**	Within 45 days of request for missing or additional information		
You may submit an initial appeal of denied claim	Within 180 days of receiving notice of denied claim		
If your initial appeal pertains to benefits, benefits payments, eligibility or eligible pay, claims administrator reviews your appeal and makes determination	Within 45 days of date appeal is received		
Extension period, if required due to special circumstances beyond control of claims administrator*	Additional 45 days		
You must provide specified missing or additional information to claims administrator**	Within 45 days of request for missing or additional information		
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 suspe	nded until the earlier of the date on which the claims administrator		

**Payment of Benefits to Others** 

receives required information or this 45-day period ends.

If you are unable to care for your own affairs, any payments due may be made to your representative, as determined by the claims 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 a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the previously mentioned rights. For instance, if you request a copy of plan documents (i.e., 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, after you exhaust your appeals, 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 (see "Claims Procedure"). 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.

## **Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) is a federal law enacted in 1993 that provides for an unpaid leave of absence for up to 12 weeks per year, as defined by the FMLA policy in effect at your location, for:

- the birth or adoption of a child or placement of a foster child in your home;
- the care of a child, spouse, domestic partner or parent (not including parents-in- law), as defined by federal law, who has a serious health condition; or
- your own serious health condition.

For more information about FMLA, see the Work & Personal Life Benefit Programs booklet.

## **No Obligation to Continue Employment**

The plans do not create an obligation for Alcoa USA or a subsidiary to continue your employment. In addition, the right of Alcoa USA 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 eligibility for benefits under these plans.

## **Future of the Plan**

The company expects that the plan will continue indefinitely. However, the Board of Directors of the company or its delegates can amend, modify, suspend, or terminate all or part of the plan at any time for any reason, subject to any applicable collective bargaining agreement(s).

Alcoa USA may change the level of benefits provided under the plan at any time. If a change is made, benefits for claims incurred after the date the change takes effect will be paid according to the revised plan provisions. In other words, once a change is made, there are no rights to benefits based on earlier plan provisions.

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