

## **LONG-TERM DISABILITY INCOME INSURANCE BENEFIT**

To be eligible for long-term disability benefits, employees must elect the benefit when they initially enroll for benefits with Allegiant Care or during a subsequent Annual Enrollment Period. Employees who elect the benefit will be responsible for 80% of the premium cost through a payroll deduction. The premium cost may increase over time, reflecting the groups' utilization as well as increases in wages.

If you haven't already elected the long-term disability benefit, your next opportunity to enroll will be during the next Annual Enrollment Period.

**If you have any questions, please contact Allegiant Care  
1-800-258-9732, extension 300.**

### **INTRODUCTION**

This document describes the long-term disability (LTD) benefit that is insured. Allegiant Care is the policyholder and a third-party group insurer, currently Aetna, insures and administers the benefits. LTD benefits are not part of the welfare benefit package that Allegiant Care provides for covered members based on contributions received on members' behalf from Anheuser-Busch, LLC d/b/a (Company). Rather, LTD are an option that covered members may elect during open enrollment. Newly-hired employees have 30 days from the date of hire to elect the LTD benefit and then, thereafter, only during open enrollment.

If you elect LTD benefits, you will be required to pay 80% of the cost of the insurance. The cost of the benefit will be deducted from your paycheck by the Company and paid to Allegiant Care on your behalf.

This document is a summary of the policy. If you elect LTD benefits, you will receive a copy of the Insurance Certificate. If there is a conflict between this document and the terms of the Certificate, the Certificate will control.

As a covered member, you are eligible for Short-Term Weekly Disability (STD) benefits. Covered members are eligible to receive 26 weeks of STD benefits if they remain disabled and satisfy the other eligibility requirements. LTD benefits provide income replacement for members whose disabilities continue beyond 180 days. If you continue to be eligible for STD benefits once you become eligible for LTD benefits, the amount of your STD benefits will be offset against your LTD benefit.

## SCHEDULE OF BENEFITS

MONTHLY BENEFIT	BENEFIT AMOUNT AND HIGHLIGHTS						
	60% of pre-disability earnings reduced by other income, except benefits payable with respect to your dependents						
Maximum Monthly Benefit	\$10,000						
Minimum Monthly Benefit	15% of the monthly benefit before reductions for other income benefits or \$100, whichever is greater. The minimum monthly benefit will not apply if you are in an overpayment situation or are receiving income from employment.						
Elimination Period	180 days						
Maximum Benefit Period The maximum benefit period is subject to the limited disability benefits and benefit payment end sections.	<p>The later of your normal retirement age or the period shown below:</p> <table> <tr> <th>Age on date of your disability</th><th>Benefit Period</th></tr> <tr> <td>Less than age 60</td><td>To Social Security Normal Retirement Age</td></tr> <tr> <td>Age 60 and over</td><td>                     The lesser of:                      60 months after the Elimination Period                      Or                      To age 70                      (The period will never be less than 12 months provided the disability is continuous).                 </td></tr> </table>	Age on date of your disability	Benefit Period	Less than age 60	To Social Security Normal Retirement Age	Age 60 and over	The lesser of: 60 months after the Elimination Period Or To age 70 (The period will never be less than 12 months provided the disability is continuous).
Age on date of your disability	Benefit Period						
Less than age 60	To Social Security Normal Retirement Age						
Age 60 and over	The lesser of: 60 months after the Elimination Period Or To age 70 (The period will never be less than 12 months provided the disability is continuous).						
Rehabilitation Incentives	Yes						
Single sum payment in the event of your death	Yes						
Portability	No						

### ENROLLMENT

You may enroll for LTD benefits by completing the required form and by giving the Company written permission to deduct the premium.

#### Enrollment When First Eligible

If you complete the enrollment process within 30 days of becoming eligible for insurance, the LTD benefits will take effect on the first day of the calendar month following the date you become eligible for such insurance, if you are actively at work on that date.

If you do not complete the enrollment process within 30 days of becoming eligible for insurance, you will not be able to enroll for this insurance until the next enrollment period following the date you first became eligible. If you are not actively at work on the date the benefit would otherwise take effect, the benefit will take effect on the day you resume active work.

**Enrollment During First Annual Enrollment Period Following the Date You Became Eligible**

If you complete the enrollment process during the first annual enrollment period following the date you became eligible for insurance, LTD benefits will take effect on the first day of the calendar year following the enrollment period, if you are actively at work on that date. If you are not actively at work on the date the benefit would otherwise take effect, the benefit will take effect on the day you resume active work.

**Enrollment During Any Subsequent Annual Enrollment Period**

During any enrollment period, you may elect the LTD benefit. The LTD benefit will take effect on the first day of the calendar year following the enrollment period, if you are actively at work on that date. If you are not actively at work on the date the benefit would otherwise take effect, the benefit will take effect on the day you resume active work.

For purposes of the LTD benefit, “actively at work” or “active work” means that you are performing all of the usual and customary duties of your job on a full-time basis. You will be deemed to be actively at work during weekends or Company-approved vacations, holidays or business closures, if you were actively at work on the last scheduled work day preceding such time off.

**LONG-TERM DISABILITY BENEFITS**

If you become “disabled” as defined below while insured for this benefit, proof of disability must be sent to the group insurer. When the group insurer receives that proof, the claim will be reviewed. If the claim is approved, you will be paid the Monthly Benefit up to the Maximum Benefit Period shown in the Schedule of Benefits, subject to the Date Benefit Payments End section. To determine that you continue to be disabled without interruption after initial approval, the group insurer periodically may request that you submit proof that you continue to be disabled. Such proof may include physical exams, exams by independent medical examiners, in-home interviews or functional capacity exams.

While you are disabled, the monthly benefit shown in the Schedule of Benefits will not be affected if your insurance ends or the group policy is amended to change the plan of benefits for your class.

**DATE BENEFIT PAYMENTS END**

Your LTD benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date benefits end as specified in the section immediately following entitled “Limited Disability Benefits;”
- the date you are no longer disabled;
- the date you die except for benefits paid under section entitled “Additional Long-Term Benefit: Single Sum Payment in the Event of Your Death;”
- the date you fail to have a medical exam requested by the group insurer; or
- the date you fail to provide required “proof” of continuing disability.

For purposes of this benefit, “proof” means evidence satisfactory to the group insurer that a person has satisfied the conditions and requirements for any benefit described in this document or in the Certificate.

When a claim is made for any benefit described in this document, proof must establish:

- the nature and extent of the loss or condition;
- the group insurer’s obligation to pay the claim; and
- the claimant’s right to receive payment.

**LIMITED DISABILITY BENEFITS**

If you are disabled due to alcohol, drug or substance abuse or addiction or a “Mental or Nervous Disorder or Disease” as defined below, the group insurer will limit your benefits to a per occurrence maximum equal to the lesser of 24 months or the Maximum Benefit Period; provided however, this limitation will not apply to a disability resulting from schizophrenia, dementia or organic brain disease.

“Mental or Nervous Disorder or Disease” means a medical condition that meets the diagnostic criteria set out in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders as of the date of your disability. A condition may be classified as a Mental or Nervous Disorder or Disease regardless of its cause.

If your disability is due to alcohol, drug or substance addiction, you must participate in an alcohol, drug or substance addiction recovery program recommended by a physician. Benefit payments will end at the earliest of the period described above or the date you cease, refuse to participate or complete such recovery program.

#### **ADDITIONAL LONG-TERM BENEFIT: SINGLE SUM PAYMENT IN THE EVENT OF YOUR DEATH**

If you die while you are disabled and you were entitled to receive Monthly Benefits under this plan of benefits, proof of your death must be sent to the group insurer. When proof has been received, payment of the benefit will be equal to 6 times the lesser of:

- the Monthly Benefit you receive for the calendar month immediately preceding your death; or
- the Monthly Benefit you were entitled to receive for the month you die, if you die during the first month that benefits are payable.

The group insurer will reduce the benefit amount by any overpayment it is entitled to recover.

#### **ELIGIBILITY FOR BENEFITS**

For purposes of the LTD benefits, to be “disabled” means that, 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 earn:
  - during the Elimination Period as set forth on the Schedule of Benefits and the next 24 months of sickness or accidental injury, more than 80% of your pre-disability earnings at your own occupation from any employer in your local economy; and
  - after such period, more than 80% of your pre-disability earnings from any employer in your local economy at any gainful occupation for which you are reasonably qualified considering 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 a Monthly Benefit for 12 months, the group insurer 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. The initial adjustment will be made as follows:

The group insurer will add to your pre-disability earnings an amount equal to the product of:

- Your pre-disability earnings multiplied by the lesser of: 10% or the annual rate of increase in the Consumer Price Index for the prior calendar year.

Annually thereafter, the group insurer 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. **These adjustments are not a cost of living benefit.**

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

For purposes of determining eligibility and for calculating the amount of your benefit, the following definitions apply:

1. "Receiving appropriate care and treatment" means 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.
2. "Elimination Period" means the period of your disability during which the group insurer does not pay benefits. The Elimination Period begins on the day you become disabled and continues for 180 days.
3. "Pre-disability earnings" means your annual wage or salary from your Employer in effect just prior to the date of disability divided by 12. It includes your regular overtime pay, if any. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account. It does not include income received from commissions, bonuses, overtime pay (other than regular overtime pay) or any other compensation or income received from sources other than your Employer.
4. "Consumer Price Index" means the CPI-W, the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor.
5. "Local economy" means the geographic area within which you reside and which offers suitable employment opportunities within a reasonable travel distance.

#### **BENEFIT PAYMENT**

If your claim is approved, benefits will begin to accrue on the day after the day you complete the Elimination Period. The first Monthly Benefit will be paid one month after the date benefits begin to accrue. Subsequent monthly payments will be made thereafter so long as you remain disabled. Payment will be based on the number of days you are disabled during each month and will be pro-rated for any partial month of disability.

The group insurer will pay Monthly Benefits to you or your legal representative as Beneficiary. If you die, the group insurer will pay any amount that is or becomes due to your designated Beneficiary. If there is no Beneficiary designated or no surviving designated Beneficiary at your death, the group insurer may determine the Beneficiary for any amount that is or becomes due, according to the following order: 1. Your Spouse or Domestic Partner, if alive; 2. Your unmarried child(ren) under age 25; if there is no surviving Spouse or Domestic Partner; or 3. Your estate, if there is no such surviving child. If there is no estate, no payment will be made.

While you are receiving Monthly Benefits, you will not be required to pay premiums for the cost of this insurance.

#### **RECOVERY FROM A DISABILITY**

If you return to "active work," the group insurer will consider you to have recovered from your disability. For purposes of this provision, "active work" means that you are performing all the usual and customary duties of your job on a full-time basis.

#### **If You Return to Active Work Before Completing Your Elimination Period**

If you return to active work before completing your Elimination Period 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; but instead, the group insurer will count your previous days of absence towards the completion of your Elimination Period.

If you return to active work for a period of more than 30 days and then become disabled again, you will have to complete a new Elimination Period. For purposes of this provision, the term “active work” only includes those days you work.

#### **If You Return to Active Work After Completing Your Elimination Period**

If you return to active work for a period of 180 days or less after completing your Elimination Period 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. For determining your benefits, the group insurer will consider such disability to be a part of the original disability and will use the same pre-disability earnings and apply the same terms, provisions and conditions that were used for the original disability.

If you return to active work for a period of more than 6 months and then become disabled again, you will have to complete a new Elimination Period.

For purposes of this provision, the term “active work” includes all the continuous days that follow your return to work for which you are not disabled.

#### **REHABILITATION INCENTIVES**

If you participate in a Rehabilitation Program, your Monthly Benefit will be increased by an amount equal to 10% of the Monthly Benefit. This will be done before your Monthly Benefit is reduced by any other income.

#### **Work Incentive**

If you work while disabled and receiving Monthly Benefits, your Monthly Benefit will be adjusted as follows:

- Your Monthly Benefit will be increased by Your Rehabilitation Program Incentive, if any; and
- reduced by Other Income as defined in the Disability Income Insurance: Income Which Will Reduce Your Disability Benefit section.

Your Monthly Benefit as adjusted above will not be reduced by the amount you earn from working, except to the extent that such adjusted Monthly Benefit plus the amount you earn from working and the income you receive from Other Income exceeds 100% of your pre-disability earnings; and the Minimum Monthly Benefit will not apply.

In addition, if you work while disabled, you may be eligible for the Family Care Incentive that is described in the Certificate.

#### **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.

#### **INCOME THAT WILL REDUCE YOUR MONTHLY BENEFIT**

your disability benefit will be reduced by the amount of all Other Income which includes the following:

1. Any disability or retirement benefits that you receive or are eligible to receive because of your disability or retirement under the Federal Social Security Act and/or any state or public employee retirement or disability plan.
2. Any income received for disability or retirement under the Company's Retirement Plan, to the extent that it can be attributed to the Policyholder's contributions.
3. Any income received for disability under:
  - a group insurance policy to which the Policyholder has contributed, such as benefits for loss of time from work due to disability;
  - a no-fault auto law for loss of income, excluding supplemental disability benefits;
  - a government compulsory benefit plan or program that 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 the Policyholder contributes toward it or makes payroll deductions for it;
  - any sick pay, vacation pay or other salary continuation that the Policyholder pays to you;
  - workers' compensation or a similar law that provides periodic benefits;
  - occupational disease laws; and
  - laws providing for maritime maintenance and cure.
4. Any income that you receive from working while disabled to the extent that such income reduces the amount of your Monthly Benefit as described in Rehabilitation Incentives. This includes but is not limited to salary, commissions, overtime pay, bonus or other extra pay arrangements from any source.

#### **REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF YOUR SOCIAL SECURITY BENEFIT**

If there is a reasonable basis for you to apply for benefits under the Federal Social Security Act, the group insurer expects you to apply for them. To apply for Social Security benefits means to pursue such benefits until you receive approval from the Social Security Administration or a notice of denial of benefits from an administrative law judge.

Your disability benefit will be reduced by the amount of Social Security benefits that you are eligible to receive because of your disability or retirement. This will begin after you have received 24 months of disability benefit payments, unless the group insurer has received approval of your claim for Social Security benefits or a notice of denial of such benefits indicating that all levels of appeal have been exhausted.

However, within 6 months following the date you became disabled, you must:

- submit proof that you have applied for Social Security benefits;
- sign a reimbursement agreement in which you agree to repay the group insurer for any overpayments made to you under this insurance; and
- sign a release that authorizes the Social Security Administration to provide information directly to the group insurer concerning your Social Security benefits eligibility.

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

In either case, when you do receive approval or final denial of your claim for Social Security benefits as described above, you must notify the group insurer immediately. The amount of your disability benefit will be adjusted; and you must promptly repay the group insurer for any overpayment.

#### **INCOME THAT WILL NOT REDUCE YOUR DISABILITY BENEFIT**

Your disability benefit will not be reduced to less than the Minimum Benefit shown in the Schedule of Benefits, 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;
- veteran's 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.

**DATE YOUR INSURANCE ENDS**

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for your class;
3. the end of the period for which the last premium has been paid for you;
4. the date you cease active work in an eligible class if you are not disabled on that date; or
5. the date your employment ends.

**Reinstatement of Disability Income Insurance**

If your insurance ends, you may become insured again as follows:

1. If Your insurance ends because:
  - You cease to be in an eligible class; or
  - Your employment ends; and
  - You become a member of an eligible class again within the same plan year,You will not have to complete a new waiting period or provide evidence of your insurability.
2. If your insurance ends because you cease making the required premium while on an approved Family and Medical Leave Act (FMLA) or other legally mandated leave of absence, and you become a member of an eligible class within 30 days of the earlier of:
  - The end of the period of leave you and the Company agreed upon; or
  - The end of the 12-week period following the date your leave began,You will not have to complete a new waiting period or provide evidence of your insurability.