

2009

**Employee
Benefits Program**

Disability

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Important Information

This Is Only A Summary

This booklet is a summary of the Disability Plan (“plan”), which is a component benefit program under the Travelers Non-Trusteed Employee Benefit Plan. The plan operates under a detailed legal document and, for the Long-Term Disability component, a group insurance contract. A summary cannot deal with every set of circumstances. If this summary is incomplete in some respect, or can be read to be inconsistent with the legal document or the insurance contract, the legal document or insurance contract will control (see the section titled “Role of Insurer” later in this booklet for more information).

A copy of the legal document and the insurance contract are available for review from the Travelers Employee Services Unit.

It Describes Current Plan Terms

This booklet describes the terms of the plan in effect as of January 1, 2009.

Not An Employment Contract

The plan is not a contract of employment or a guarantee of continued employment for any definite period of time.

Right To Interpret

Travelers, its Administrative Committee, and others have broad discretionary authority to make factual determinations and to interpret the plan. This is described in the sections entitled “Discretionary Authority Under The Plan.”

Administrative Committee

The “Administrative Committee” is a person or committee appointed to this position in accordance with the terms of the plan. Currently, the Administrative Committee consists of a single person — the Executive Vice President — Human Resources of Travelers.

Oral Or Other Unofficial Modifications Are Not Permitted

The legal document governing the plan cannot be modified by oral statements made by anyone, or by unofficial communications (such as e-mail or mailings) or other contracts (such as employment agreements or stock or asset purchase agreements). The plan can only be amended by official amendments. Amendments can only be adopted by authorized persons, such as the Board of Directors, the Chief Executive Officer, or others to whom the Board or the Chief Executive Officer has delegated amendment authority.

Overview

An absence from work due to a disability can cause considerable financial hardship for you and your family.

The Travelers disability plan can help ease the financial burden that may result if you are unable to work due to disability.

Travelers provides a disability plan with two components for your protection:

- The Short-Term Disability (STD) component
- The Long-Term Disability (LTD) component

The Short-Term Disability (STD) Component

Eligibility

You are automatically eligible for and enrolled in the STD component of the plan on your first day of work if you are a regular status, salaried employee of Travelers or a participating affiliate, scheduled to work at least 20 hours a week (or 50% of a full-time equivalent schedule if your office's workweek is less than 40 hours per week).

The "participating affiliates" currently are:

- Travelers Indemnity Company
- First Trenton Indemnity Company (also known as Travelers of New Jersey)
- The Premier Insurance Company of Massachusetts (also known as Travelers of Massachusetts)
- First Floridian Auto and Home Insurance Company (also known as Travelers of Florida)
- Discover Re Managers, Inc.
- TCI Global Services, Inc.

The following groups of people are not eligible to participate in the STD component:

- TRAVTemps
- Any employee classified as an "intern"
- Any employee who is:
 - Paid from a payroll system other than the U.S. payroll system of Travelers;
 - A local national employee – that is, citizen of another country who is not working in the United States (including any such individual who has dual citizenship and thus is also a citizen of the United States, unless he or she is an expatriate on assignment from the United States);
 - A citizen of a country other than the United States who is working on temporary assignment in the United States, as determined under the employment policies of Travelers; or
 - A resident of Puerto Rico or any other territory or possession of the United States
- Individuals employed with, performing services through, or paid by a third-party (such as an employee leasing or staffing agency)
- Individuals performing services pursuant to a contract or agreement (whether verbal or written) which provides that he or she is an independent contractor or a consultant.
- Any employee on an unpaid non-FMLA leave of absence.

The Short-Term Disability (STD) Component

Cost

Travelers pays the full cost of the STD component.

How The STD Component Of The Plan Works

You may be eligible for benefits under the STD component if you are disabled and are unable to work as a result of your disability. Synchrony handles claims for the STD component, which is self-insured by Travelers.

The STD component is considered part of an employee welfare benefit plan which is subject to regulation under ERISA.

If you have questions about the STD component of the plan, please contact the Employee Services Unit (ESU) at 800.441.4378.

Definition Of Disability

“Disability” or “disabled” for the STD component means that, because of pregnancy, injury, or illness you:

- Are unable to perform the material and substantial duties of your occupation on an active employment basis;
- Are unable to earn more than 80% of your regular pre-disability earnings as a result of the same pregnancy, illness, or injury; and
- Are under the care of a physician qualified to treat your condition.

Definition Of Weekly Earnings Or Pre-Disability Earnings

“Weekly earnings” or “pre-disability earnings” means your gross weekly regular earnings from Travelers in effect just prior to the date of disability. It includes your base salary, and any applicable shift differential. For members of the CAT team, “weekly earnings” also includes amounts characterized as “catastrophe” pay paid as an annual differential. “Weekly earnings” is determined before taxes and any deductions made for pre-tax contributions for benefits (such as to the 401(k) Savings Plan, Flexible Spending Accounts, or for pre-tax medical premiums). It does not include income received from commissions, bonuses, overtime pay, or any other compensation. It also does not include income received from sources other than Travelers.

If you become disabled while you are on a paid leave of absence, your gross weekly earnings in effect just before the date your absence began will be used to calculate your disability amount.

If you become disabled while you are on an unpaid non-FMLA leave of absence, you are not eligible for STD benefits.

The Short-Term Disability (STD) Component

When Benefits Begin

The STD component provides STD benefits through salary continuation for a maximum period of 13 weeks in a calendar year. Benefits are payable based on the following schedule:

- Week 1: Elimination period. First five (5) consecutive business days of a continuous disability to be covered by Paid Time Off (PTO) or taken as unpaid leave*
- Week 2: STD Coverage begins as of the 6th consecutive business day. STD benefits are payable at 100% of your pre-disability earnings from the 2nd through the 9th week of a continuous disability.
- Week 10: STD benefits are payable at 80% of your pre-disability earnings from the 10th through the 14th week of a continuous disability.

***NOTE:** *If an employee experiences three (3) or more approved disability leaves within a calendar year, the company will cover the elimination period. By covering the elimination period, the employee will not be required to use PTO or take unpaid leave time to cover the first five (5) days of the third or subsequent leave.*

Weeks	Business Days**	Benefit
1	5	PTO/unpaid leave***
8	40	100% STD pay
5	25	80% STD pay

**Pro-rated for part-time employees.

***Elimination period will apply prior to receipt of benefits for each new absence not considered related to a previously approved absence.

Elimination Period

As stated above, the STD component has a five (5) consecutive business day elimination period that must be satisfied before STD benefits begin. Employees are responsible for covering the elimination period with PTO. In the event that PTO time has been exhausted, the elimination period will be unpaid.

If you have satisfied the elimination period, and your claim is approved by Synchrony, STD benefits will begin as of the 6th consecutive business day of your absence. If your injury or illness begins on a day that you are not regularly scheduled to work, this plan will consider your disability to have started on the first workday that you are absent.

Elimination period and part-time employees:

If you are an eligible part-time employee and you work a reduced week or alternate schedule, the elimination period will be satisfied based on a regular Monday-Friday schedule.

The Short-Term Disability (STD) Component

For example, if you regularly work Monday, Tuesday and Wednesday, you are absent from work due to illness or injury from Monday through the following Monday, and you do not return to work on Tuesday, you will have satisfied the elimination period.

Elimination period and partial disabilities:

Any day that you are absent from work due to your disability for four (4) or more hours or 50 percent of your work day, whichever is greater, will count as one (1) disability day for purposes of meeting the STD elimination period. If you are absent from work due to illness or injury for less than 50 percent of your day, that absence will not count towards the elimination period.

Elimination period and holidays:

Generally, a holiday will only be considered as part of the waiting period if your physician considers you to be disabled during the holiday and provides documentation supporting your disability.

If You Become Disabled Again

If you return to your regular pre-disability work schedule and become disabled again, the recurrent disability will be treated as part of the original disability if you meet both of the following criteria:

- The disability is related to, or resulting from, the same cause as the original disability; and
- The disability occurs within 31 days of your most recent return to work from the same disability.

Your STD benefits will be based on your “weekly earnings” effective on the date that you became disabled again.

Providing Evidence To Support Your Disability

It is your responsibility to supply sufficient medical evidence that supports your disability to Synchrony. “Medical evidence” generally means information that is maintained within your medical file at your doctor’s office, or a statement directly from your doctor that describes your condition and indicates whether and to what extent your condition prevents you from performing the material and substantial duties of your occupation on an active employment basis. Your medical evidence must be supplied in a timely manner. In addition, while you are receiving short-term disability pay, you may be required to be examined by a doctor, other medical practitioner or vocational expert at Synchrony’s request (in addition to being under the regular care of a physician qualified to treat your condition). You also may be required to be interviewed by an authorized representative of Synchrony.

The Short-Term Disability (STD) Component

Benefits From Other Sources

As a disabled person, you may be eligible for benefits from several sources. These other payments may reduce or offset your STD benefit, and may include the amount that you:

- Receive, or are entitled to receive, from a mandatory state disability benefit act or law (applies to employees who work in California, Hawaii, New Jersey, New York, and Rhode Island);
- Receive, or are entitled to receive, as disability income payments under a Workers' Compensation plan, state compulsory benefit act or law, or other group insurance plan;
- Receive, or are entitled to receive, as disability income from a compulsory no fault automobile accident;
- Receive from a third party, after subtracting attorney's fees, by judgment, settlement or otherwise.

It is your responsibility to apply for other eligible benefits. Your benefit will be reduced by the maximum amount you receive or are entitled to receive (regardless of whether you actually receive benefits) from the sources listed above.

Your STD benefit will also be reduced by the salary you receive from any employer (employees need written permission from Travelers human resources department in order to engage in any employment while on a disability leave of absence. Failure to secure written permission prior to engaging in outside employment may result in your leave of absence being considered unauthorized. Unauthorized leaves of absence are subject to disciplinary action, up to and including termination).

Benefits from all other sources may not exceed the benefit you are eligible to receive under the STD component.

During the elimination period (1st week of disability leave) any benefit you are eligible to receive from another source will not be considered as an offset under the STD component.

Your STD benefit begins at the start of week two (2) (6th workday you are absent based on a Monday-Friday work schedule). From week two (2) through week nine (9) benefits from other sources may not exceed 100% of your pre-disability earnings. If the sum of your STD benefit and benefits from other sources exceeds 100% of your pre-disability earnings during this period, your STD benefit will be reduced by the excess amount.

After you exhaust the 100% STD benefit, your disability benefit will be payable at 80% of your pre-disability earnings. While receiving the 80% STD benefit, benefits from other sources may not exceed 80% of your pre-disability earnings. If the sum of your STD benefit and benefits from other sources exceeds 80% of your pre-disability earnings during this period, your STD benefit will be reduced by the excess amount.

The Short-Term Disability (STD) Component

STD Coordination With Workers' Compensation And State Disability Plans

Employees that experience an injury or illness that is work related may be eligible for workers' compensation benefits.

In addition, employees that work in California, New Jersey, New York, Hawaii, or Rhode Island may be eligible for mandated state disability benefits if their disabilities are not work related.

As mentioned in the prior section, Benefits from other sources, both workers' compensation and state disability benefits are considered offsets under the STD component of the plan and may reduce your STD benefit.

Synchrony provides integrated disability management services for Travelers by providing voluntary State Disability plans and Workers' Compensation programs that meet the requirements of each state. Thus, when you call Synchrony to file a claim for STD benefits, this will also initiate any applicable claim for state disability benefits or workers' compensation benefits.

In certain instances, you may not be eligible for STD benefits, but still may qualify for state disability benefits or workers' compensation. If you are not eligible for STD benefits, but still wish to file a claim for state disability benefits or workers' compensation, you must still contact Synchrony at 888.972.6670 to file a state disability benefit or workers' compensation claim.

As part of its integrated disability services, Synchrony will coordinate the benefit distribution between the maximum benefit percentage that you are eligible to receive under the STD component and the amount that you are eligible to receive under either the state disability or workers' compensation benefits to ensure a proper coordination of benefit.

Please note: All Workers' Compensation claims, regardless of their duration, should be reported to Synchrony.

Note: In some states, the state disability or workers' compensation benefit may require that the benefit be paid directly to you. Such amounts that you receive directly still reduce your STD benefit.

How Long STD Benefits Continue

Your STD benefits continue until the earliest of the following events:

- You are no longer disabled under the terms of the STD component of the plan;
- You are able to work in your regular occupation on a part-time basis but you choose not to;
- The end of the maximum benefit period, which is 13 weeks in a calendar year;
- The date of your death; or
- The date your employment with Travelers ends.

The Short-Term Disability (STD) Component

Reimbursement Agreement

Travelers will provide advance payment to you in the form of salary continuance when you apply for STD benefits and a decision has yet to be made by Synchrony (the claim administrator) about your benefits. In general, you will receive advance payment in the form of your regular paycheck for up to 15 days. If your claim is denied, any salary continuance that was extended to you during the claim application process must be repaid by you to Travelers.

If you terminate employment with Travelers, any amount still due will be deducted from your last paycheck. By accepting advance payment, you agree that if your claim is closed, denied, or overpaid, you will repay Travelers any amount advanced to you during the claim application process.

Remember that completing your Reimbursement Agreement form does not mean that you have filed your claim for benefits under the STD component. You still must call Synchrony to file your claim.

Overpayments

If your claim is denied you will be expected to repay any overpayments of regular pay or short-term disability benefits.

Return To Work Program

Travelers is committed to helping you return to work when you have been disabled. That may mean a temporary part-time schedule, adjusting your job duties, or modifying your work station or the tools and equipment you use. Synchrony will coordinate with your manager to determine if a Return to Work program can be accommodated in your case. All Return to Work programs require manager approval.

If you are eligible for a Return to Work program, you will be paid regular pay for the time that you are at work. You will be paid STD benefits for the time you are not working. You will be charged a full day of STD toward your maximum STD allotment for any day that your disability time exceeds four (4) hours or 50 percent of your regularly-scheduled work hours. If you work four (4) hours or more than 50 percent of a work day, you will be charged a half-STD day towards your maximum STD allotment.

If you were a full-time employee before your short-term disability and you participate in the Return to Work program, you will continue to be considered a full-time employee while you participate in the Return to Work program. This means that you will be eligible for medical and dental benefits at the full-time employee rate. Full-time benefit status will be offered while you are on STD provided that you are participating in a Return to Work program.

No PTO is awarded during your STD leave unless you work under the Return to Work program. PTO hours are awarded to reflect hours you work under the Return to Work Program. These PTO hours, which are prorated based on the number of hours you work under the program, will be awarded to you during your STD leave and are available for use during that leave. Upon your full-time return to work after receiving STD benefits (or upon your transition to extended disability leave), you will be credited with PTO in the same amount that you would have been awarded if you had been working during your STD leave (less the hours previously awarded to reflect hours worked under the Return to Work Program).

Keep in mind that you must receive written permission from Travelers human resources to engage in any employment while on a disability leave of absence. Failure to secure written permission prior to engaging in outside employment may result in your disability leave of absence being considered unauthorized. Unauthorized leaves of absence are subject to disciplinary action, up to and including termination.

The Short-Term Disability (STD) Component

Filing A Claim for STD Benefits

If you are absent from work due to pregnancy, illness, or injury and your absence lasts longer than five (5) continuous work days, you must call Synchrony at 888.972.6670 to report your claim. You will not be considered to have filed your STD claim until you have provided the information that Synchrony requests from you. Depending on the nature of your disability, you may be able to provide this information over the telephone, or you may be required to submit information in writing to Synchrony. You must file your STD claim within 30 days of the date you are first absent from work due to illness or injury. Claims submitted after the 30-day deadline will be denied.

After you file your claim for short-term disability benefits, Travelers will place you on disability status on its payroll. This means that you will receive short-term disability benefits while Synchrony is deciding your claim, up to a maximum of 15 days. If Synchrony has not received enough information on your claim to make a determination of whether you are disabled at that time, your short-term disability benefits will be suspended. If your claim is ultimately denied, you will be required to repay the short-term disability benefits that Travelers advanced to you.

Synchrony has 45 days to respond to your claim. Medical evidence will be required from your medical provider in order to decide your claim, so you should make every effort to assemble the medical records that demonstrate your disability before you file your claim. If Synchrony needs to request medical records from your medical provider, the time that it takes your provider to respond will stop the 45-day period. If, however, your provider does not respond within seven (7) days from the date that Synchrony requests the information, your claim will be closed for lack of medical evidence.

The 45-day deadline may be extended for 30 days if necessary. If Synchrony determines that an extension is necessary, you will be furnished with a written notice of the extension prior to the end of the initial 45-day period. This notice will indicate the special circumstances requiring an extension of time and the date by which Synchrony expects to make a determination. If, before the end of the initial 30-day extension, Synchrony determines that it needs additional time to consider your claim, Synchrony may extend the decision time for an additional 30 days. If Synchrony determines that an additional extension is necessary, you will be furnished with a written notice of the second extension prior to the end of the first 30-day extension period.

If your claim is wholly or partially denied, you will be furnished with a written notice of the denial which will cover:

- Specific reasons for the denial;
- Plan provisions on which the denial is based;
- Additional material or information needed to make the request for benefits acceptable and the reason it is necessary;
- The procedure for appealing the denial; and
- If applicable, any internal rule, guideline, protocol or other similar criterion relied upon in making the denial, or a statement that such a rule or other criterion was relied upon and a copy thereof will be provided free of charge upon request.

The Short-Term Disability (STD) Component

First Level Appeal Procedure for STD Benefit Claims

If your claim is denied, in whole or in part, and you want to pursue the matter further, you or your authorized representative must appeal the decision and request further review. You must file your written appeal with Synchrony no later than 180 days after you receive written notification of the denial of your claim. Your written appeal should describe all the reasons why you believe the claim denial was in error, and should include all written comments, documents, records and other information that you have relating to your claim and that you want to have considered in support of your appeal. Your appeal will be decided based on all of the available information, and the information you submit will be considered even if it was not considered in the initial determination. So you should make sure that your submission is complete.

During the 180-day period you have to file your appeal, you will have the opportunity to review upon request documents, records and other information relevant to your claim for benefits. You may also request copies (free of charge).

The letter from Synchrony that denies your claim will give you instructions on how to file your appeal.

Second Level Appeal Procedure for STD Benefit Claims

If Synchrony upholds the original decision to deny your claim, and you want to pursue the matter further, you or your authorized representative must appeal Synchrony's decision to uphold the denial. You must file your written appeal with the Travelers Administrative Committee no later than 90 days after you receive written notification of the denial of your claim. Your written appeal must describe all the reasons why you believe the claim denial was in error, and should include all written comments, documents, records and other information that you have relating to your claim and that you want to have considered in support of your appeal. Your appeal will be decided based on all of the available information, and the information you submit will be considered even if it wasn't considered in the initial determination. So you should make sure that your submission is complete.

Travelers makes a form available for your use in preparing and submitting your second level appeal. Appeals can be most meaningfully reviewed when you understand the plan and clearly express why you believe your claim was incorrectly denied, taking the plan's terms into consideration. The appeal form assists you in this process. Travelers strongly recommends that you use the appeal form, which is available on myHR or by calling the ESU at 800.441.4378, when you submit your second level appeal.

You will not be considered to have filed your appeal until Travelers receives, at the address on page 14, your written explanation of why you believe the decision to deny your claim was not correct. Your written explanation must contain a certification and statement that read as follows:

“By my signature, I certify that to the best of my knowledge, the information set out in my written appeal is true and correct. I understand that false statements made in this appeal could lead to disciplinary action, up to and including termination of my employment with Travelers. I understand that my appeal will be reviewed under the terms of the plan documents and will be processed according to the plan's claims procedures.”

Your certification and statement must be accompanied by your handwritten or electronic signature. Again, you are strongly encouraged to use Travelers' appeal form (which includes the required certification language).

During the 90-day period you have to file your appeal, you will have the opportunity to review upon request documents, records and other information relevant to your claim for benefits. You may also request copies (free of charge).

The Short-Term Disability (STD) Component

The Administrative Committee will review your appeal, without deference to the initial adverse decision. If your appeal involves an adverse decision based on medical judgment, your claim will be reviewed by a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the initial adverse decision nor is the subordinate of anyone consulted in connection with the initial adverse decision.

Address your appeal to:

Administrative Committee
The Travelers Companies, Inc.
385 Washington Street, 9275-SB02L
St. Paul, MN 55102

A decision on your second-level appeal will normally be made within 45 days of the date your appeal is received. You will receive a written decision including the specific reason(s) and plan references on which the decision is based. If the Administrative Committee determines that an extension is necessary, you will be furnished with a written notice of the extension prior to the end of the initial 45-day period. The total review period on a second-level appeal cannot be longer than 90 days.

Filing A Claim for Eligibility to Become a Participant in the STD Component or For Other Issues

If you believe that you should be eligible to become a participant in the plan, if you believe that your participation should be on certain terms, or if you have any other issues regarding your participation in the STD component of the plan or how your STD benefit is calculated (other than whether you are “disabled” as the STD component defines “disability”), you should contact the Employee Services Unit. Your contact will be treated as an informal inquiry regarding your eligibility or participation.

If the Employee Services Unit informs you that you are not eligible to become a participant in the plan, and you disagree with this response, or if you believe that your instructions have not been followed or that the plan’s terms or procedures (as they relate to anything other than whether you are “disabled” as the STD component defines “disability”) have been violated in any way, you or your authorized representative must file a formal claim under this claim procedure. You must file your claim within 30 days of the date the Employee Services Unit responds to your informal inquiry.

Address your claim to:

Travelers Administrative Committee
c/o Employee Services Unit
The Travelers Companies, Inc.
385 Washington Street, 9275-SB02L
St. Paul, MN 55102
Or by e-mail: 4-ESU@travelers.com

Travelers makes a form available for your use in preparing and submitting your claim. Claims can be most meaningfully reviewed when you understand the plan and clearly express why you believe you are entitled to participate in the plan as you are claiming, taking the plan’s terms into consideration. The claim form assists you in this process. Travelers strongly recommends that you use the claim form, which is available on myHR or by calling the ESU, when you submit your claim.

You will not be considered to have filed your claim until Travelers receives, at the address above, your written explanation of why you believe you are entitled to a benefit. Your written explanation must contain a certification and statement that read as follows:

“By my signature, I certify that to the best of my knowledge, the information set out in my written claim is true and correct. I understand that false statements made in this claim could lead to disciplinary action, up to and including termination of my employment with Travelers. I understand that my claim will be reviewed under the terms of the plan documents and will be processed according to the plan’s claims procedures.”

The Short-Term Disability (STD) Component

Your certification and statement must be accompanied by your handwritten or electronic signature. Again, you are strongly encouraged to use Travelers' claim form (which includes the required certification language).

Initial Review Procedure for Claims for Eligibility to Become a Participant in the STD Component or for Other Claims

Your formal request for eligibility to become a participant in the plan or review of other terms of the STD component of the plan (other than whether you are "disabled" as the STD component defines "disability") is considered a "claim for benefits" and will be fully and fairly reviewed by the Administrative Committee. If your request is wholly or partially denied, the Administrative Committee will furnish you with a written notice of this denial which will cover:

- Specific reasons for the denial;
- Plan provisions on which the denial is based;
- Additional material or information needed to make the request acceptable and the reason it is necessary; and
- The procedure for appealing the denied request for benefits.

The Administrative Committee has 45 days to respond to your written claim. This deadline may be extended for an additional 30 days if necessary. If the Administrative Committee determines that an extension is necessary, you will be furnished with a written notice indicating the special circumstances requiring an extension of time and the date by which the Administrative Committee expects to make a determination.

Appeal Procedure for Claims for Eligibility to Become a Participant in the STD Component or for Other Claims

If your claim is denied, in whole or in part, and you want to pursue the matter further, you or your authorized representative must appeal the decision and request further review. You must file your written appeal with the Administrative Committee at the address on page 14 no later than 180 days after you receive written notification of the denial of your claim. Your written appeal must describe all the reasons why you believe the claim denial was in error, and should include copies of any documents you want to have considered in support of your appeal. Your appeal will be decided based on all available information, and the information you submit will be considered even if it wasn't considered in the initial determination. So you should make sure that your submission is complete.

Travelers makes a form available for your use in preparing and submitting your appeal. Appeals can be most meaningfully reviewed when you understand the plan and clearly express why you believe your claim was incorrectly denied, taking the plan's terms into consideration. The appeal form assists you in this process. Travelers strongly recommends that you use the appeal form, which is available on myHR or by calling the ESU, when you submit your appeal.

You will not be considered to have filed your appeal until Travelers receives, at the address on page 14, your written explanation of why you believe the decision to deny your claim was not correct. Your written explanation must contain a certification and statement that read as follows:

"By my signature, I certify that to the best of my knowledge, the information set out in my written appeal is true and correct. I understand that false statements made in this appeal could lead to disciplinary action, up to and including termination of my employment with Travelers. I understand that my appeal will be reviewed under the terms of the plan documents and will be processed according to the plan's claims procedures."

Your certification and statement must be accompanied by your handwritten or electronic signature. Again, you are strongly encouraged to use Travelers' appeal form (which includes the required certification language).

During the 180-day period you have to file your appeal, you will have the opportunity to review upon request documents, records, and other information relevant to your claim for benefits. You may also request copies (free of charge).

The Short-Term Disability (STD) Component

A decision on the appeal will normally be made within 45 days of the date your appeal is received. You will receive a written decision including the specific reason(s) and plan references on which the decision is based. If special circumstances require a review period longer than 45 days, the time for making a final decision may be extended. If the Administrative Committee determines that an extension is necessary, you will be furnished with a written notice of the extension prior to the end of the initial 45-day response period. The total review period on an appeal cannot be longer than 90 days.

Legal Action

If your second-level appeal for STD benefits or any other STD-related appeal is denied in whole or in part, you have the right to file a lawsuit challenging the denial.

The claims procedures described above are required by federal law and are designed to ensure that disputes regarding the short-term disability component of the plan are decided by the Administrative Committee. Therefore, courts almost always require that a claimant exhaust a plan's claims procedures (filing an initial claim, and proceeding through the applicable levels of appeal) before filing suit. If you fail to do so, the court will likely dismiss your lawsuit.

In a lawsuit, the court generally will review the decision the Administrative Committee made based on the evidence and arguments that were presented. Except in rare circumstances, the court will not allow you to introduce new evidence or arguments to support your claim. Thus, you should make sure that everything you believe supports your position is submitted to the Administrative Committee during the claims process.

You may pursue legal action only after you have completed the claims process described above. In addition, if you have completed the claims process above and you want to bring a lawsuit, you must do so within one (1) year of the earlier of:

- The final denial of your claim; or
- The date you knew or should have known of the principal facts on which your claim is based.

Failure to file a lawsuit within the applicable one (1) year period will cause your rights to expire.

Discretionary Authority Under The Plan

The Administrative Committee has the discretionary authority to interpret all terms of the short-term disability component of the plan and make factual determinations as to whether you are eligible and entitled to benefits. The decisions made by the Administrative Committee on appeal are final and binding, subject to your rights under ERISA. The claims decision-making authority is very broad and is limited only by the duties imposed under ERISA, and the decision of the Administrative Committee on appeal is intended to be given deference by courts to the maximum extent allowed under ERISA.

What The STD Component Of The Plan Does Not Cover

The STD component does not provide STD benefits for any disability caused by, contributed to by, or resulting from:

- Intentionally self-inflicted injuries, while sane or insane;
- Attempted suicide;

The Short-Term Disability (STD) Component

- Active participation in a riot;
- War or an act of war (either declared or not), insurrection, rebellion, or a terrorist act; or
- Commission or an attempt to commit a felony;

Benefits are also not payable for:

- Any period for which you are not receiving reasonable and appropriate care for a particular diagnosis;
- Any period during which you engaged in any other gainful employment (other than a pre-approved rehabilitation or return to work incentive arrangement); or
- Any period during which you could have worked at your job with Travelers or another job with Travelers, as adapted for your condition, and you refused the modified job.

You must be under a physician's care to qualify for benefits. The physician must be someone other than your spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent or stepparent, sister or brother, stepsister or stepbrother, or child (including legally adopted child or stepchild).

The Long-Term Disability (LTD) Component

Eligibility

Regular status salaried employees of Travelers or a participating affiliate scheduled to work at least 20 hours a week (or 50% of a full-time equivalent schedule if your office's workweek is less than 40 hours per week) are eligible to participate in the LTD component of the plan as outlined below:

- Eligible employees with annual base salary of \$50,000 or less are automatically eligible for and enrolled in the LTD component of the plan as of their first day of work.
- Employees with annual base salary of \$50,001 or more are automatically enrolled in the LTD component upon hire and may elect to waive coverage within 31 days.

The "participating affiliates" currently are:

- Travelers Indemnity Company
- The Premier Insurance Company of Massachusetts (also known as Travelers of Massachusetts)
- First Floridian Auto and Home Insurance Company (also known as Travelers of Florida)
- TCI Global Services, Inc.

The following groups of people are not eligible to participate in the LTD plan:

- TRAVTemps
- Any employee classified as an "intern"
- Any employee who is:
 - Paid from a payroll system other than the U.S. payroll system of Travelers;
 - A local national employee – that is, citizen of another country who is not working in the United States (including any such individual who has dual citizenship and thus is also a citizen of the United States, unless he or she is an expatriate on assignment from the United States); or
 - A citizen of a country other than the United States who is working on temporary assignment in the United States, as determined under the employment policies of Travelers.
- Individuals employed with, performing services through, or paid by a third-party (such as an employee leasing or staffing agency)
- Individuals performing services pursuant to a contract or agreement (whether verbal or written) which provides that he or she is an independent contractor or a consultant.

The Long-Term Disability (LTD) Component

Cost

Travelers pays the full cost of the LTD plan for employees with an annual base salary of \$50,000 or less. The premium amount paid by the company is considered taxable income under the Internal Revenue Code. Travelers will calculate the resulting FICA Tax and Income Tax and deduct it from the employee's paycheck.

Employees with an annual base salary of \$50,001 or greater pay the full cost of the LTD plan. Premiums are paid on a post-tax basis through payroll deductions. These employees can elect to enroll in an employee pay all plan that provides disability benefits at 60% of base salary, up to \$15,000 per month.

In addition, employees with a base salary over \$300,000 may elect to increase coverage, limited to \$25,000 per month.

How The Plan Works

MetLife insures and handles claims for the LTD component. MetLife provides a detailed booklet on the LTD component which you should refer to for more detail concerning the benefits provided. If you have questions about this plan, please contact the Employee Services Unit (ESU) at 800.441.4378.

When Coverage Begins

If your annual base salary is \$50,000 or less, your LTD coverage begins on your first day of work, provided you are actively working the day your coverage is scheduled to begin. If you are not working, coverage is not effective until you actively return to work.

If your annual base salary is \$50,001 or more, your LTD coverage begins on:

- Your first day of work, provided you are actively working the day your coverage is scheduled to begin. If you are not working, coverage is not effective until you actively return to work; or
- The date MetLife approves your application if you previously waived coverage.

You are automatically covered by the LTD component beginning on your first day of active employment, provided you are eligible for coverage. You are not required to supply evidence of good health or to take any other action to enroll.

If your base salary is \$50,001 or more, you may wish to waive coverage because you will pay the full premium for your coverage. If your base salary is \$50,001 or more and you elect to waive your coverage, you must wait until you experience a Qualified Status Change or the next Annual Enrollment to again elect coverage. You must then supply evidence of good health at your own expense to enroll in the LTD component. Your coverage will be effective on the date MetLife approves your application. MetLife can, at its discretion, deny coverage and choose not to underwrite you if you do not meet MetLife's requirements of good health. If MetLife denies your request for coverage because it determines you do not meet its requirements of good health, its decision cannot be appealed to the Administrative Committee. Therefore, it may be to your advantage to enroll in LTD when you are initially eligible to do so.

Once you are enrolled in the LTD component, your coverage will be effective for the remainder of the calendar year. You cannot make midyear changes to your coverage unless you experience a Qualified Status Change. See the Qualified Status Change benefit plan summary for more information on Qualified Status Changes.

The Long-Term Disability (LTD) Component

Definition Of Disability

If you have or elect LTD coverage, you may be entitled to disability benefits if you meet both of the following conditions:

- You are disabled for more than 13 weeks in a calendar year excluding the STD elimination period (the “LTD elimination period”); and
- You are under a physician’s regular care.

You are disabled when MetLife determines that:

- During the elimination period and up to the next 24 months, you are unable to perform one or more of the substantial duties of your occupation * on an active employment basis because of an injury or sickness, and
- You are unable to earn more than 80% of your pre-disability monthly earnings due to the same sickness or injury.

*If your occupation requires that you have a license, the fact that you lose your license does not, by itself, mean that you are “disabled” for LTD purposes.

If you have exhausted your STD benefits and become disabled within the same calendar year with an unrelated disability you will be required to satisfy a five (5) consecutive day waiting period before LTD benefits begin. Benefits would begin on day six (6) of the approved disability.

You will continue to receive payments beyond 24 months if you are also:

- Unable to perform, with reasonable continuity, one or more of the substantial duties of your own or any other occupation for which you are or become reasonably fitted by training, education, experience, age and physical and mental capacity, and
- You are unable to earn more than 60% of your pre-disability earnings due to your sickness or injury working in any occupation.

Definition Of LTD Benefits

The benefit you can receive from the LTD component is 60% of your pre-disability earnings, less any other income benefits. “Pre-disability earnings” means the regular base salary you were earning just before you became disabled. For members of the CAT team “pre-disability earnings” also includes amounts characterized as “catastrophe” pay paid as an annual differential. The minimum monthly benefit is the greater of \$100 or 10% of your monthly benefit before deductions for other benefits. The maximum monthly benefit is \$15,000. Benefits that are payable for less than a full monthly period are prorated based on a 30-day period. Benefit payments are made on a monthly basis.

If your base salary is over \$300,000, you can elect to enroll in an employee-pay-all plan that provides disability benefits at 60% of your base salary, with a monthly maximum benefit of \$25,000.

Benefits From Other Sources

As a disabled person, you may be eligible to receive benefits from several sources. These other payments reduce your benefit from the LTD component and include:

The Long-Term Disability (LTD) Component

- Any disability or retirement benefits that you, your spouse or child(ren) receive, or are eligible to receive, because of your disability or retirement under:
 - The Federal Social Security Act;
 - The Railroad Retirement Act;
 - Any pension or disability plan of any other national or political subdivision;
- Any benefit you receive from the Travelers Pension Plan.
- Any income received for disability under:
 - A group insurance policy to which Travelers has made a contribution, such as benefits for loss of time from work due to disability or installment payments for permanent total disability;
 - A no-fault automobile insurance law for loss of income, excluding supplemental disability benefits;
 - A government compulsory benefit plan or program which provides payments 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 Travelers contributes to it or makes payroll deductions for it;
 - Workers' compensation or a similar law that provides periodic benefits; or
 - 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 that you receive for loss of income as a result of claims against a third party by judgment, settlement, or otherwise, including future earnings.

Example: Benefits From Other Sources

Let's say your pre-disability earnings at the time of disability is \$24,000 per year, or \$2,000 a month. If you become disabled after becoming eligible for the LTD component and you are not entitled to receive benefits from other sources, the plan would pay you \$1,200 a month (60% of \$2,000). This benefit would start after you received 13 weeks of STD benefits in a calendar year.

If you are entitled to Social Security benefits of \$500 a month, your LTD benefit would be determined as follows:

60% of \$2,000	\$ 1,200
minus Social Security disability benefits -	<u>- \$ 500</u>
Amount paid by the LTD component	= \$ 700

If it is likely that you are eligible for benefits from other sources, your benefit calculation is based on these estimated amounts—even if you have not yet applied for benefits or your claims are pending. Regardless of the amount you receive from other sources, you are entitled to a minimum benefit of the greater of \$100 per month or 10% of your monthly benefit before deductions for other income benefits.

The Long-Term Disability (LTD) Component

Social Security Disability Benefits

You are expected to apply for disability benefits under Social Security or any similar state or federal plan that provides periodic disability benefits. MetLife will ask you for proof that you are in the process of applying for these benefits.

If you do not provide this proof and sign required reimbursement and release forms within six months of your disability date, MetLife will reduce your LTD benefits by the amount of Social Security disability benefits MetLife estimates you are eligible to receive. This reduction will start with the first LTD benefit payment coincident with the date MetLife estimates you are eligible to receive Social Security disability benefits.

Once you receive a decision on your claim for Social Security disability benefits, you are required to provide a copy of the decision to MetLife. MetLife will then adjust the amount of your LTD benefit, if necessary. This adjustment might mean that you are required to repay to MetLife amounts you were overpaid. In addition, MetLife will reduce your LTD benefit by your actual Social Security disability benefit.

If you have not received a decision on your claim for Social Security disability benefits after receiving 24 months of LTD benefits, MetLife will reduce your LTD benefit by the amount of Social Security disability benefits MetLife estimates you are eligible to receive, even if you have provided the required proof and forms described above. This reduction will continue until you receive a decision on your claim for Social Security disability benefits.

Return To Work Program

Travelers is committed to helping you return to work when you have been disabled. That may mean a temporary part-time schedule, adjusting your job duties, or modifying your workstation or the tools and equipment you use. MetLife will coordinate with your manager to confirm if a Return to Work program can be accommodated in your case. All Return to Work programs require manager approval. You may participate in the Return to Work program for a maximum of 12 weeks while you are on LTD.

You will remain in LTD status during this time and will pay LTD rates for benefits. Your manager must report your hours worked to Travelers Corporate Benefits in order for you to be paid for hours worked. Pay that you receive from Travelers will generally not reduce your LTD benefits. If your LTD benefits, plus the pay you receive from working, total more than 100 percent of your pre-disability earnings, MetLife will reduce your LTD benefits so that you are not receiving more than 100 percent of your pre-disability earnings.

PTO hours are awarded to reflect the hours you work under the Return to Work program. These PTO hours, which are prorated based on the number of hours you work under the program, will be available for use during the period you work under the program. Any unused hours will be paid to you after you complete the program (or, if you return to work following completion of the program, will be available for your use at that time).

You will be eligible for, and paid holiday pay for, any holiday that occurs while you participate in the Return to Work Program. To receive holiday pay, you must also be participating in this program the day after a holiday. The amount of holiday pay will be equal to your scheduled hours under the Return to Work Program. Non exempt employees who work on a holiday are eligible for time and a half for hours worked.

Work Incentive Program

While you are disabled, MetLife will encourage you to work. If you return to work at Travelers after you have been approved by MetLife for LTD benefits, pay that you receive from Travelers (or another employer if you have received permission from Travelers to work for another employer) will generally not reduce your LTD benefits. This incentive is in effect for the first 12 months following your elimination period (the 13 weeks of STD benefits before you receive LTD benefits).

The Long-Term Disability (LTD) Component

If your LTD benefits plus the pay you receive from working total more than 100% of your pre-disability earnings, MetLife will reduce your LTD benefits so that you are not receiving more than 100% of your pre-disability earnings. After the first 12 months following your elimination period, MetLife will reduce your LTD benefits by 50% of the amount of pay you receive from Travelers (or another employer if you have received permission from Travelers to work for another employer). If you are approved for this program, you will be considered a part-time employee and pay part-time rates for your benefits as long as you meet the part-time eligibility rules for benefits.

Keep in mind that you must receive written permission from Travelers human resources to engage in any employment while on a disability leave of absence. Failure to secure written permission prior to engaging in outside employment may result in your disability leave of absence being considered unauthorized. Unauthorized leaves of absence are subject to disciplinary action, up to and including termination.

How Long Benefits Continue

Your LTD benefits continue until the earliest of the following events:

- You recover from your disability;
- You are no longer under a physician's regular care;
- You fail to provide proof of continuing disability;
- You refuse to attend an Independent Medical Examination requested by MetLife;
- The day you die;
- After 24 months of benefits payments, when you are able to work in any occupation on a part time basis and able to earn at least 60% of your pre-disability earnings but choose not to;
- The day you refuse recommended treatment that is acknowledged by licensed physicians to cure, correct or limit the disabling condition; or
- The end of the maximum benefit payment period shown by the following table:

Age at Disability	Maximum Benefit Period
Less than age 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 or older	12 months

If your disability is due to mental illness, refer to the paragraph entitled "Benefits for disabilities due to Mental illness and Substance abuse" later in this section.

The Long-Term Disability (LTD) Component

Survivor Benefits

Your eligible survivor receives a one time, lump-sum benefit should your death occur while receiving a monthly benefit from the LTD plan. The benefit is an amount equal to six (6) times your net monthly benefit. “Eligible survivor” means your spouse (or your domestic partner*), if living; otherwise, your children under age 25. If payment becomes due to your children, payment will be made to one of the following:

- Your children; or
- A person named by MetLife to receive payments who is caring for and supporting any children until a legal guardian is appointed by the courts.

If you have no eligible survivors, payment is made to your estate.

*For this purpose, a person is your “domestic partner” if:

- You and this person have a long-term, intimate, committed relationship with each other, which is demonstrated to be one of mutual caring, affection, and responsibility for each other’s common welfare;
- You and this person hold yourselves out as in a relationship similar to marriage;
- You and this person intend to continue your relationship with each other indefinitely;
- You and this person meet the following marital status requirements:
 - If you and this person are of the opposite sex, both you and this person are unmarried to each other or anyone else; or
 - If you and this person are of the same sex, both you and this person are unmarried to anyone else;
- You and this person are each other’s sole domestic partner;
- Both you and this person are at least 18 years of age;
- Both you and this person are capable to enter into a contract;
- You and this person are not related by blood closer than permitted by marriage law in your state of residence;
- You and this person share a principal residence and have lived together for at least six (6) consecutive months (and this six-month period immediately precedes the date you complete the domestic partnership affidavit);
- You and this person are jointly responsible to each other for basic living expenses; and
- The following timing requirements are met (as applicable):
 - At least six (6) months has elapsed since (i) the later of your divorce or this person’s divorce from a previous spouse or (ii) the later of the death of your previous spouse or this person’s previous spouse; and
 - At least six (6) months has elapsed since the date you notified the company that your previous domestic partnership ended (or the date your previous domestic partner was removed from your active coverage under this plan, if later).

*In order for a person to be your “domestic partner” for this purpose, you and your domestic partner must complete the required domestic partner affidavit and agreement.

The Long-Term Disability (LTD) Component

Benefits For Disabilities Due To Mental Illness And Substance Abuse

The lifetime benefits for disability due to mental illness and substance abuse cannot be paid for more than 24 months, unless you are hospitalized or institutionalized at the end of the 24-month period, in which case your monthly benefit continues during the confinement period.

“Mental illness” for this purpose means any psychological, behavioral, or emotional disorder of any type.

“Substance abuse” for this purpose means alcoholism under treatment or the non-medical use of narcotics.

The mental illness limitation does not apply to a disability resulting from:

- Schizophrenia;
- Bipolar disorder;
- Alzheimer’s Disease;
- Dementia; or
- Organic brain disease.

If You Become Disabled Again

If you are eligible for and receive LTD benefits due to a disability, then you return to work and become disabled again, the recurrent disability will be treated as part of the prior disability if you meet both the following requirements:

- The disability is related to, or because of, the same cause as your prior disability; and
- It occurs within 180 days of your return to performing all of the material and substantial duties of your occupation or another occupation with Travelers.

Benefit payments are subject to the terms of this plan for the prior disability. If you return to your regular occupation or another occupation with Travelers on a full-time basis for six (6) months or more, a recurrent disability will be treated as a new period of disability. If you have already exhausted your STD benefits*, you will qualify for LTD benefits after satisfying a five (5) consecutive day elimination period.

*Note: the maximum benefit period for STD benefits is 13 weeks within a calendar year.

What The LTD Component Of The Plan Does Not Cover

The LTD component does not provide benefits for any disability caused by, contributed to by, or resulting from:

- Intentionally self-inflicted injuries, while sane or insane;
- Attempted suicide;
- Active participation in a riot;
- War or an act of war (either declared or not), insurrection, rebellion, or a terrorist act;

The Long-Term Disability (LTD) Component

- Commission or an attempt to commit a felony; or
- Pre-existing condition**

Benefits are also not payable for:

- Any period for which you are not receiving reasonable and appropriate care for a particular diagnosis;
- Any period during which you engaged in any other gainful employment (other than a pre-approved rehabilitation or return to work incentive arrangement); or
- Any period during which you could have worked at your job, or another job, as adapted for your condition, and you refused the modified job.

You must be under a physician's care to qualify for benefits from the LTD component. The physician must be someone other than your spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent or stepparent, sister or brother, stepsister or stepbrother, or child (including legally adopted child or stepchild).

**You have a pre-existing condition if you received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines in the three (3) months just before your effective date of coverage, and the disability begins in the first 12 months after your effective date of coverage. You also will be considered to have a pre-existing condition if you have a condition that had symptoms for which an ordinarily prudent person would have consulted a health care provider, even if you did not actually consult one.

Filing A Claim for LTD Benefits

If your disability is likely to continue beyond the 13 weeks of STD benefit payments, your claim for LTD benefits will be automatically filed by MetLife if you have an approved STD claim. You will be notified if any additional information is needed in processing your LTD benefits by MetLife.

If your STD claim has been denied or your employment with the company has terminated, you must obtain an LTD claim form directly from MetLife. Please refer to the MetLife Long-Term Disability Certificate of Insurance for the claims procedure you need to follow. You can access the Certificate of Insurance at Travelers' benefit website at www.travelers.com/benefits.

Filing a Claim for Eligibility to Become a Participant in the LTD Component or for Other Issues

If you believe that you should be eligible to become a participant in the plan (for reasons other than MetLife's refusal to underwrite your coverage), if you believe that your participation should be on certain terms, or if you have any other issues regarding your participation in the LTD component of the plan (other than whether you are "disabled" as defined in the MetLife insurance certificate or the amount of LTD benefits you are entitled to), you should contact the Employee Services Unit. Your contact will be treated as an informal inquiry regarding your eligibility or participation.

If the Employee Services Unit informs you that you are not eligible to become a participant in the plan (for reasons other than MetLife's refusal to underwrite your coverage), and you disagree with this response, or if you believe that your instructions have not been followed or that the plan's terms or procedures (as they relate to anything other than whether you are "disabled" as defined in the MetLife insurance certificate) have been violated in any way, you or your authorized representative must file a formal claim under this claim procedure. You must file your claim within 30 days of the date the Employee Services Unit responds to your informal inquiry.

The Long-Term Disability (LTD) Component

Address your claim to:

Travelers Administrative Committee
c/o Employee Services Unit
The Travelers Companies, Inc.
385 Washington Street, 9275-SB02L
St. Paul, MN 55102
Or by e-mail: 4-ESU@travelers.com

Travelers makes a form available for your use in preparing and submitting your claim. Claims can be most meaningfully reviewed when you understand the plan and clearly express why you believe you are entitled to participate in the plan as you are claiming, taking the plan's terms into consideration. The claim form assists you in this process. Travelers strongly recommends that you use the claim form, which is available on myHR or by calling the ESU, when you submit your claim.

You will not be considered to have filed your claim until Travelers receives, at the address above, your written explanation of why you believe you are entitled to a benefit. Your written explanation must contain a certification and statement that read as follows:

“By my signature, I certify that to the best of my knowledge, the information set out in my written claim is true and correct. I understand that false statements made in this claim could lead to disciplinary action, up to and including termination of my employment with Travelers. I understand that my claim will be reviewed under the terms of the plan documents and will be processed according to the plan's claims procedures.”

Your certification and statement must be accompanied by your handwritten or electronic signature. Again, you are strongly encouraged to use Travelers' claim form (which includes the required certification language).

Initial Review Procedure for Claims for Eligibility to Become a Participant in the LTD Component or for Other Claims

Your formal request for eligibility to become a participant in the plan (for reasons other than MetLife's refusal to underwrite your coverage) or review of other terms of the LTD component of the plan (other than whether you are “disabled” as defined in the MetLife insurance certificate or the amount of LTD benefits you are entitled to) is considered a “claim for benefits” and will be fully and fairly reviewed by the Administrative Committee. If your request is wholly or partially denied, the Administrative Committee will furnish you with a written notice of this denial which will cover:

- Specific reasons for the denial;
- Plan provisions on which the denial is based;
- Additional material or information needed to make the request acceptable and the reason it is necessary; and
- The procedure for appealing the denied request for benefits.

The Administrative Committee has 45 days to respond to your written claim. This deadline may be extended for an additional 30 days if necessary. If the Administrative Committee determines that an extension is necessary, you will be furnished with a written notice indicating the special circumstances requiring an extension of time and the date by which the Administrative Committee expects to make a determination.

The Long-Term Disability (LTD) Component

Appeal Procedure for Claims for Eligibility to Become a Participant in the LTD Component or for Other Claims

If your claim is denied, in whole or in part, and you want to pursue the matter further, you or your authorized representative must appeal the decision and request further review. You must file your written appeal with the Administrative Committee at the address on page 26 no later than 180 days after you receive written notification of the denial of your claim. Your written appeal must describe all the reasons why you believe the claim denial was in error, and should include copies of any documents you want to have considered in support of your appeal. Your appeal will be decided based on all available information, and the information you submit will be considered even if it wasn't considered in the initial determination. So you should make sure that your submission is complete.

Travelers makes a form available for your use in preparing and submitting your appeal. Appeals can be most meaningfully reviewed when you understand the plan and clearly express why you believe your claim was incorrectly denied, taking the plan's terms into consideration. The appeal form assists you in this process. Travelers strongly recommends that you use the appeal form, which is available on myHR or by calling the ESU, when you submit your appeal.

You will not be considered to have filed your appeal until Travelers receives, at the address on page 26, your written explanation of why you believe the decision to deny your claim was not correct. Your written explanation must contain a certification and statement that read as follows:

“By my signature, I certify that to the best of my knowledge, the information set out in my written appeal is true and correct. I understand that false statements made in this appeal could lead to disciplinary action, up to and including termination of my employment with Travelers. I understand that my appeal will be reviewed under the terms of the plan documents and will be processed according to the plan's claims procedures.”

Your certification and statement must be accompanied by your handwritten or electronic signature. Again, you are strongly encouraged to use Travelers' appeal form (which includes the required certification language).

During the 180-day period you have to file your appeal, you will have the opportunity to review upon request documents, records, and other information relevant to your claim for benefits. You may also request copies (free of charge).

A decision on the appeal will normally be made within 45 days of the date your appeal is received. You will receive a written decision including the specific reason(s) and plan references on which the decision is based. If special circumstances require a review period longer than 45 days, the time for making a final decision may be extended. If the Administrative Committee determines that an extension is necessary, you will be furnished with a written notice of the extension prior to the end of the initial 45-day response period. The total review period on an appeal cannot be longer than 90 days.

Legal Action

If your appeal under this claim and appeal procedure is denied in whole or in part, you have the right to file a lawsuit challenging the denial.

The claims procedures described above are required by federal law and are designed to ensure that disputes regarding eligibility and other claims (other than claims for long-term disability benefits themselves) under the long-term disability component of the plan are decided by the Administrative Committee. Therefore, courts almost always require that a claimant exhaust a plan's claims procedures (filing an initial claim and an appeal) before filing suit. If you fail to do so, the court will likely dismiss your lawsuit.

The Long-Term Disability (LTD) Component

In a lawsuit, the court generally will review the decision the Administrative Committee made based on the evidence and arguments that were presented. Except in rare circumstances, the court will not allow you to introduce new evidence or arguments to support your claim. Thus, you should make sure that everything you believe supports your position is submitted to the Administrative Committee during the claims process.

You may pursue legal action only after you have completed the claims process described above. In addition, if you have completed the claims process above and you want to bring a lawsuit, you must do so within one (1) year of the earlier of:

- The final denial of your claim; or
- The date you knew or should have known of the principal facts on which your claim is based.

Failure to file a lawsuit within the applicable one (1) year period will cause your rights to expire.

Discretionary Authority Under The Plan

The Administrative Committee has the discretionary authority to interpret all terms of the long-term disability component of the plan and make factual determinations as to whether you are eligible and entitled to benefits. The decisions made by the Administrative Committee on appeal are final and binding, subject to your rights under ERISA. The claims decision-making authority is very broad and is limited only by the duties imposed under ERISA, and the decision of the Administrative Committee on appeal is intended to be given deference by courts to the maximum extent allowed under ERISA.

Travelers has selected MetLife as the insurer for the long-term disability component of the plan. MetLife has the discretionary authority to determine whether you are “disabled” under its insurance contract, and the amount (if any) of benefits payable to you. If your claim deals with whether you are “disabled” or the amount of benefits you are entitled to, you must follow the claims procedures set out in the MetLife certificate.

When Coverage Ends

Your coverage under the LTD component ends on the earliest of the following:

- The end of the pay period for which you made the last contribution for coverage;
- The day the plan terminates (or is amended so that you are no longer covered);
- The day you no longer meet the eligibility requirements; or
- The end of the month in which you terminate employment or retire.

Converting Long-Term Disability Coverage

If you have been covered for LTD for at least 12 consecutive months and your employment terminates while insured with MetLife, you may be eligible to convert and become insured under the Long-Term Disability Conversion Policy. The conversion policy may not be identical to the coverage you have with Travelers and may, in fact, be less generous. You must apply to MetLife for conversion within 31 days from your last day of work. For more information or to request a conversion form call the ESU, or refer to your termination packet for instructions.

Your Rights Under ERISA

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

ERISA provides that all plan participants shall be entitled to:

Receive information about your plan and benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites, all documents governing the plan, including insurance contracts, 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 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, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce your rights

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

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, and you have exhausted the claims procedures outlined in this publication, you may file suit in a state or Federal court. 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, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with your questions

If you have any questions about your plan, you should contact the Employee Services Unit at 800.441.4378. 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 may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

General Information

Plan Name

The name of the plan is the Travelers Disability Plan, which is a component program under the Travelers Non-Trusteed Employee Benefit Plan.

Type Of Plan

The plan is a welfare benefit plan.

Plan Sponsor And Administrator

Travelers is the “sponsor” and the “administrator” of the plan for purposes of ERISA. Travelers has contracted with Synchrony to provide claims administration under the Short-Term Disability Component. MetLife insures benefits under the Long-Term Disability Component. Travelers acts as administrator through its Administrative Committee, which is responsible for the general management and administration of the plan. Day-to-day administrative functions are performed by Synchrony, MetLife and the Employee Services Unit.

Insurer

Metropolitan Life Insurance Company insures the benefits under the Long-Term Disability Component.

MetLife’s address is:

Metropolitan Life Insurance Company
200 Park Avenue
New York, NY 10166

Medium For Providing Benefits

Benefits under the Short-Term Disability Plan are provided from the general assets of Travelers. Benefits under the Long-Term Disability Plan are provided through a group insurance contract with MetLife.

Source Of Contributions

Travelers pays the full cost of Short-Term Disability benefits. There are both employer and employee contributions to the Long-Term Disability group insurance contract.

Plan Year

The plan year is the calendar year.

General Information

Plan Number

The Travelers Non-Trusteed Employee Benefit Plan has been assigned the following identification number: 509.

Employer Identification Number

Travelers federal employer identification number is 41-0518860.

Agent For Service Of Legal Process

Legal process may be served on Travelers at the following address:

The Travelers Companies, Inc.
c/o Corporate Secretary
385 Washington Street, 9275-NB16A
St. Paul, MN 55102

Role Of Insurer

Benefits under the LTD component are provided through an insurance contract with MetLife. MetLife guarantees payment of benefits for all eligible expenses incurred while the contract is in force.

If you have questions about eligibility, cost, or when coverage begins or ends, you should refer to this summary. If you have a question about covered or excluded benefits or about the claims procedure followed by MetLife, you should refer to the MetLife certificate.

If information in this summary regarding LTD benefit coverages and exclusions conflicts with the information in the MetLife certificate, the MetLife certificate will govern. Similarly, if eligibility, cost, or coverage begin or end dates in the MetLife certificate conflicts with information in this summary, the information in this summary will govern.

2009

Employee Benefits Program

Disability Leave Policy

This policy is being provided to you by The Travelers Companies, Inc. While provided with the Disability Plan Summary Plan Description, this policy is not a part of the Disability Plan and is not subject to ERISA.

Disability Leave Policy

An employee who becomes disabled while actively employed by Travelers will be eligible for a disability leave for a maximum of nine (9) continuous months (less if the employee recovers, dies or retires during the nine (9)-month period) from the transition to unpaid leave. The leave available under this policy runs concurrently with other leaves available to you, such as leave under the Family and Medical Leave Act, so that the maximum combined leave is nine (9) months from the transition to unpaid leave.

Eligibility For Disability Leave

You are deemed to be disabled for purposes of the disability leave policy if you are determined to be eligible for periodic benefits under the STD or LTD components of the Travelers disability plan or workers' compensation, and if that determination is made prior to the point your employment ends. If you are not eligible for the STD or LTD components of the Travelers disability plan, such as because your employment has terminated or you waived LTD coverage, MetLife will separately determine whether you are disabled for purposes of this disability leave policy. For this purpose, a "disability" is a mental or physical sickness or injury, which renders you unable, with or without reasonable accommodation, to perform the essential and material duties necessary for the performance of your own occupation with Travelers or any other employer.

You may not be eligible to receive LTD benefits, for one of the following reasons:

- you have waived LTD coverage; or
- your LTD claim was denied because of a preexisting condition; or
- you received a lump sum settlement of your disability claim under the LTD component of the Travelers disability plan.

In such a case, MetLife also will determine whether you are disabled for purposes of this policy.

Medical Certification/Medical Care

If MetLife needs to determine whether you are disabled for purposes of this policy, they may request medical certification of your disability or other necessary medical documentation, which you must provide at your own expense. In most cases, you must provide the completed medical certification within 15 calendar days of MetLife's request. If the certification is incomplete, MetLife will generally provide you with a reasonable opportunity to correct the deficiency. MetLife may request subsequent medical certifications every three (3) months; however, depending on the circumstances, MetLife may request less or more frequent medical certifications.

In order to qualify for continued disability leave, you must be under the regular care of a physician. The physician must be someone other than your spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent or stepparent, sister or brother, stepsister or stepbrother, or child (including legally adopted child or stepchild). You must be in an appropriate treatment plan for your medical condition.

MetLife will review initial and subsequent medical certifications to determine whether you continue to meet the definition of disability and if the treatment plan is appropriate. MetLife may require you to undergo an independent medical exam (IME) and/or tests, from time to time, as it deems appropriate. If MetLife requests an independent medical exam and/or tests, Travelers will pay the full cost of such independent medical exams and/or tests. Failure to participate in an independent medical exam and/or tests may result in denial of disability leave.

Disability Leave Policy

Physician's Release To Return To Work

You will no longer be considered disabled for purposes of this policy if a physician releases you to return to work, regardless of restrictions on the number of hours you may work or any other restrictions.

In addition, if you are able to work a part-time or greater work schedule for either Travelers or another employer, you will not be considered disabled for purposes of this policy, unless you are working for Travelers in a pre-authorized and approved transitional return to work program. MetLife's determination of your eligibility for disability leave under this policy is final, binding and conclusive. Moreover, Travelers' determination under this policy is an employment decision, which is not subject to review or appeal under any employee benefit plan.

Termination Of Disability Leave

Your disability leave will end and your employment will terminate if you have no certain and imminent return to work date within nine (9) months from the start of your unpaid leave. Your leave may end and your employment may terminate earlier if:

- you die;
- you voluntarily terminate your employment; or
- you are no longer disabled.

If your STD period ends and you are denied a disability claim under the LTD component for any reason other than one of the three (3) reasons listed in the section titled "Eligibility for disability leave", you will no longer qualify for a disability leave of absence.

If MetLife is making the disability determination and MetLife determines that you are no longer disabled, you will no longer qualify for a disability leave of absence. Travelers will promptly notify you regarding any change in eligibility for disability leave under this policy.

Generally, if your disability leave ends before the maximum disability leave period nine (9) months from your transition to long-term disability or your transition to unpaid leave because you are no longer disabled and your job is no longer available, you will be placed on a four (4)-week unpaid leave of absence, during which you may post for vacant positions. If you no longer qualify for disability leave because you have reached the maximum disability leave period described in the previous sentence or because you voluntarily terminate your employment, your employment will be terminated on that date. If you no longer qualify for disability leave because you received written notification of your termination of employment due to a reduction in force before your disability leave began, your employment will be terminated on the date indicated in such notice. If there is a dispute about whether you are disabled and you have appealed or could appeal MetLife's determination, see the section titled "Appeal Status" later in this policy for other rules that apply.

You may contact the ESU and/or your Human Resources Manager for assistance in posting for internal positions, if applicable. If you have not secured a position within Travelers by the end of the four (4)-week period, your employment will be terminated. At your request, you may terminate employment before the end of this four (4)-week unpaid leave of absence.

If you fail to timely respond to MetLife's request for medical certification and/or provide detailed medical records at your own expense, Travelers may deem you to be on an unauthorized leave of absence. This may result in denial of disability leave.

Disability Leave Policy

Continued Benefit Eligibility

Certain employee benefit plans maintained by Travelers provide for continued coverage while an employee is on an approved disability leave. Currently, all benefits continue during the STD period, and the following benefits continue during the remaining portion of any disability leave under this policy:

- Employee medical and dental coverage;
- Basic and optional life coverage;
- Vision coverage and the legal plan (at full cost to you);
- Financial planning services will continue for the remainder of the calendar year at no cost to you;
- Vesting service under the Pension and 401(k) Savings Plan; and
- Family Connection availability.

Whether you remain eligible for the disability leave described in this policy is an employment decision made by Travelers. It is not subject to review under any employee benefit plan.

Eligibility rules are described in the summary for the applicable plan. There may also be rules that apply with respect to employees who participate in a pre-authorized and approved transitional return to work program. Refer to the summary for the applicable plan for complete information.

Based on your leave status, your benefit rates may differ from what they were when you were an active employee.

Refer to the Qualified Status Changes benefit plan summary for more information regarding benefit continuation while on an approved disability leave.

“Appeal” Status

If your request for disability leave is denied because MetLife determines that you are not disabled under the short-term or long-term disability component of the disability plan (whether initially or subsequent to an initial approval), you will be placed in an “appeal” status after all FMLA and State FML time is exhausted. The appeal period will start four (4) weeks from the date of MetLife’s initial determination that you are not disabled or the date your FMLA or State FML exhausts, whichever is later. It will end on the later of the 180th day following Metlife’s determination, or the date your final appeal for disability benefits is upheld.

During this “appeal” period, you will be considered to be on an unpaid personal leave. This means that you will be eligible to continue medical, dental, life and vision coverage, but you must pay the full cost (the employer and the employee portion) of this coverage. If the denial occurs before you have transitioned to long-term disability, you are also eligible to continue long-term disability coverage, but again, you must pay the full cost of this coverage. For full information about the impact of an unpaid personal leave on your benefits, consult the Qualified Status Changes benefit plan summary.

During the “appeal” period, you are still considered an employee of Travelers. This means that you will not be eligible to receive any benefits that are payable following your termination of employment (such as your 401(k) or pension benefits, although you may be required to receive payment under certain nonqualified plans). If you want access to these benefits during the “appeal” period, you will be required to resign your employment from Travelers.

Disability Leave Policy

Your employment with Travelers will be terminated on the first day following the end of your maximum “appeal” period if you have not filed an appeal. If you have filed an appeal, your employment will be terminated on the first day following denial of your final appeal. However, if your appeal is approved, your disability benefits will be reinstated.

Changes To This Policy Or Travelers Employee Benefit Plans

Travelers reserves the right to amend, modify or terminate this policy at any time and for any reason, including with respect to individuals who are then on disability leave under this policy.

In addition, Travelers reserves the right to make exceptions to or deviate from the terms of this policy if individual circumstances warrant, for example, if such exception is necessary to provide a reasonable accommodation to a qualified disabled person as required by law or to comply with the Family and Medical Leave Act.

Similarly, Travelers reserves the right to amend, modify or terminate any of its benefit plans at any time and for any reason, including with respect to individuals who are then on disability leave under this policy. For example, even if this leave policy remains unchanged, Travelers may amend its benefit plans to limit the period of coverage for employees on disability leave under this policy, or eliminate such coverage.

This disability leave policy and continued benefit eligibility may not be construed as a contract between any individual and Travelers and does not create a right of any individual to employment or continued employment with Travelers, or the right to continued benefit plan coverage under any plan.

Company Assets And Equipment

While on a leave of absence, your business unit reserves the right to request that any company provided assets or equipment be returned to the company for the duration of your leave. Company assets include but are not limited to:

- A company car;
- Lap-top;
- Cell-phone or pager;
- Virtual office equipment; and
- Corporate charge card.



The Travelers Indemnity Company
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travelers.com

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