



STD BENEFIT AND LTD INSURANCE PROGRAMS

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SHORT TERM DISABILITY (STD) BENEFIT PROGRAM AND LONG TERM DISABILITY (LTD) INSURANCE PROGRAM

The Big Picture

An Overview of the STD and LTD Programs

Effective January 1, 2021

DISABILITY INCOME BENEFITS PROVIDE FINANCIAL SUPPORT WHEN YOU CAN'T WORK

Most people rarely think about being disabled and unable to bring home a paycheck. Yet the effect on your family finances could be devastating. While you deal with health issues and related emotional and family stresses, your financial obligations and everyday living expenses continue even while you can't work.

Americans ages 35 to 65 are more likely to experience a serious disability than to die. Among those who become disabled, almost 15% can expect the disability to last five years or longer.

BNSF offers a comprehensive program of disability benefits – at no cost to you – as a safety net of protection for your family's financial health. You also have the option to purchase additional long term disability insurance coverage at BNSF's group rates. By replacing a portion of your income when you cannot work due to disability, these benefits reduce your financial burden and help support your focus on returning to good health and to work.

<p>Sick Pay</p> <p>Continues 100% of regular salary for up to the first 5 calendar days of disability; maximum of 10 sick days per year.</p>	<p>Short Term Disability (STD)</p> <p>Continues 100% of regular salary for up to 11 weeks after five calendar days of a covered disability. For the next 7 weeks you remain disabled, you'll receive 85% salary continuation. And you'll receive 70% salary continuation for up to another 7 weeks.</p>	<p>Basic Long Term Disability (LTD)</p> <p>Assures your disability income benefits from all sources are at least 50% of your benefits pay¹ after 182 calendar days of a covered disability. Benefits may continue up to age 65 or until you are no longer disabled.</p> <p>Optional Long Term Disability (LTD)</p> <p>Increases the disability income benefits available from the LTD Program to 66⅔% of your benefits pay.¹</p>
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¹ See definition of [benefits pay](#).

STD AND LTD PROGRAMS IN BRIEF

	Benefit Waiting Period	Benefit Percentage	Maximum Benefit Duration
STD Coverage <i>Provided automatically and paid by BNSF</i>	5 continuous calendar days of disability	100% of base salary, then 85% of base salary, then 70% of base salary	79 calendar days per disability 49 calendar days per disability 49 calendar days per disability
Basic LTD Coverage <i>Provided automatically and paid by BNSF</i>	182 calendar days of disability	50% of monthly benefits pay	If disabled before age 60 – benefits continue to age 65 If disabled at age 60 or older – benefits continue 1 to 5 years, based on age at disability
Optional LTD Coverage <i>Offers higher LTD benefit, available for purchase at group rates</i>	182 calendar days of disability	Additional 16⅔% of benefits pay over Basic coverage, for total of 66⅔% of monthly benefits pay	If disabled before age 60 – benefits continue to age 65 If disabled at age 60 or older – benefits continue 1 to 5 years, based on age at disability

HOW YOUR COVERAGE UNDER THE STD AND LTD PROGRAMS WORKS IN BRIEF

Financial Protection

We all depend on our regular paychecks to cover our everyday living expenses. When you're sick or injured and have to miss work, the STD Benefit Program replaces your lost earnings temporarily until you can get back to work. If your disability is prolonged, the LTD Insurance Program provides income replacement benefits while you remain [disabled](#), generally up to a maximum age of 65.

BNSF's STD and Basic LTD coverages automatically provide sound disability income protection at no cost to you. BNSF also offers you an opportunity to increase your protection with Optional LTD Insurance.

Shared Cost

BNSF pays the cost of your STD and Basic LTD coverage. You may increase your LTD coverage by choosing Optional LTD, and you pay the additional cost through convenient, regular payroll deductions from your pre-tax pay.

Defined terms: For the meaning of terms in [blue](#), click to see the Defined Terms section.

Links: Click on [blue italic](#) items to link directly the section or chapter indicated.



Previous view: Return to your previous page by right clicking and selecting the "previous view" option.

To add the handy "previous view" button to your toolbar, open your Adobe Reader tools and select Page Navigation, then Previous View.

What's Covered?

STD Benefit Program

You will receive an STD Program benefit after the five-calendar-day benefit waiting period if you are unable to do your regular job because of an injury, illness or condition, and you meet all other program requirements.

LTD Insurance Program

First 24 Months – If you have a qualifying disability and are unable to earn more than 80% of your pre-disability [benefits pay from your own occupation](#), and you meet all other program requirements, LTD Program benefit payments begin after the 182-calendar-day benefit waiting period. Benefit payments for some conditions are limited to 24 months, as described later in this chapter.

After 24 Months – If your qualifying disability continues beyond 24 months, and you continue to meet all other program requirements, LTD Program benefits are paid only if you are unable to earn more than 60% of your pre-disability [benefits pay from any occupation for which you are qualified](#).

Filing Benefit Claims and Appeals

BNSF has delegated claims responsibility to the [Claims Administrator](#). The STD and LTD Programs' Claims Administrator has rules for filing claims, such as time limits and the information required. It also has a process for you to appeal benefit claims decisions.

All appeals of benefit claim decisions under the STD Benefit Program and the LTD Insurance Program are made directly to the Claims Administrator without involvement of BNSF.

The Plan Administrator is responsible for claims relating to program administration, such as eligibility and rights under the programs.

IMPORTANT RULES AND ADMINISTRATIVE INFORMATION

When Coverage Begins

As long as you are actively at work, coverage under the Short Term Disability (STD) Benefit Program begins after three months of employment for new employees and immediately for scheduled-to-salaried employees if they have at least three months of scheduled employment. Coverage under the Basic LTD Insurance benefit normally begins automatically on your first day as a salaried employee. If you elect Optional LTD Insurance when you are first eligible, coverage also begins on your first day as a salaried employee.

If you elect Optional LTD Insurance at a time other than at annual enrollment due to a qualifying family status event, this additional coverage begins on the date of that status event. If you elect Optional LTD Insurance during annual enrollment, your additional coverage begins the first day of the following year. Refer to the chapter of this SPD titled [Who Is Eligible and How to Enroll](#) for specific information.

Leaves of Absence

Those who take a leave of absence under the Family and Medical Leave Act (FMLA) may be able to continue coverage for a period of time under the STD Benefit Program, as well as under the LTD Insurance Program if any required cost is paid. For details, see [Continuation of Coverage During Leaves](#) in the chapter of this SPD titled [When Coverage Ends](#).

When Coverage Ends

Coverage under the STD and LTD Programs ends when your salaried employment with BNSF ends, unless you are receiving LTD benefits at that time. In addition, coverage ends at other times, such as during certain leaves of absence, as described in the chapter of this SPD titled [When Coverage Ends](#).

General and Administrative Information

This SPD contains detailed information, including your privacy rights, which may assist you in using the programs. Refer to the [General Information About Your Rights to Benefits](#) and [Administrative Information](#) chapters for details.

Expenses Owed by Other Parties

Occasionally, other parties are responsible for injuries – for example, if you are hurt in an auto accident and another driver is at fault. BNSF or the programs have the right to recover amounts that others are obligated to pay. The related provisions are described under *Subrogation and Right of Recovery* in the *Claims Procedures* chapter of this SPD.

Insurance Company's Role

While an insurance company acts as [Claims Administrator](#) for both the STD Benefit Program and the LTD Insurance Program, only the LTD Program is insured. The LTD Program is controlled by, and benefits are paid under, an insurance policy. The STD Benefit Program is

self-insured by BNSF, and benefits are paid from BNSF's general assets.

State Rules and Regulations May Apply

Your LTD Insurance Program benefits are subject to regulation by the state where you live. The insurance company's certificate of insurance notes whether your state has rules and regulations governing your benefits. For a copy of the certificate, call the [Claims Administrator](#).

Your ERISA Rights

A federal law, ERISA, gives you important rights under the programs. Those rights are described in the *Your Rights Under ERISA* chapter of this SPD.

Coverage Details

STD Benefit and LTD Insurance Programs

SHORT TERM DISABILITY (STD) BENEFIT PROGRAM

When You Become Disabled

Qualifying for STD Benefits

To qualify for payment of STD benefits, you must meet the following requirements:

- ▶ You become [disabled](#), as determined by the [Claims Administrator](#), after your STD Benefit Program coverage becomes effective;
- ▶ You are unable to work at your regular job assignment due to injury, illness or condition (including pregnancy for women) for five consecutive calendar days;
- ▶ After the initial consecutive five-calendar-day benefit waiting period, you continue to be unable to perform all of the material duties of your regular job assignment because of injury, illness or condition; and
- ▶ You are under the care of a [physician](#) and receiving [appropriate care and treatment](#). Periodically, you must provide the Claims Administrator with proof of your disability.

Effective Date of STD Benefits

If you qualify for STD benefits, your benefits begin after five consecutive calendar days of disability following your last day worked.

STD Transition-to-Work Program

To make it easier for you to return to work after receiving STD Benefit Program benefits, you may be approved to continue your STD benefits while you return to work part-time. After you receive STD benefits for four months, you may be required to participate in a transition-to-work program, either working part-time or through other full-time work with appropriate restrictions. The transition-to-work program is a team effort involving you, your [physician\(s\)](#), BNSF and the Claims Administrator. It helps make your return to work quicker, easier and safer.

STD Benefit Payments

Receiving Your STD Benefits

STD benefits begin after five consecutive calendar days that you are [disabled](#) following your last day worked. If you know in advance that you will be disabled longer than five consecutive calendar days, you should call the [Claims Administrator](#) at 800-638-2242 immediately. You will receive information on applying for your STD benefits.

Using Sick Days and Vacation Days

You will continue to be paid during the five-calendar-day period if you have paid sick days remaining. Otherwise, you must use vacation days to continue your pay. If you do not have any remaining paid sick or vacation days for this absence, it will be unpaid. Thereafter, while you are [disabled](#) and receiving STD benefits, you may not take or be paid for vacation.

Amount of STD Benefits

Your STD benefit is 100% of your base salary for the first 79 days after your five-calendar-day waiting period. If you continue to be disabled after those 79 days, your STD benefit is 85% of your base salary for the next 49 days. And if you continue to be disabled after those 49 days, your STD benefit is 70% of your base salary for the remaining 49 days. The maximum STD benefit is 177 calendar days of benefits per disability.

STD Benefit Offsets

The amount of your STD benefit may be reduced in certain situations, including:

- ▶ If BNSF or any successor, affiliated, related, subsidiary or parent company settles a claim made by you for an on-duty injury, or if any judgment is entered against any of the above companies for this type of claim, your STD benefits will be reduced by the amount of any settlement or judgment.
- ▶ If you have a claim to recover money from a third party because of an injury, and you have received or will receive STD benefits because of that injury, BNSF or the program may be subrogated to your rights with respect to that third party. In addition, as a condition of paying STD benefits, BNSF or the program may be entitled to reimbursement from any money recovered by you from a third party for benefits paid to you by the STD Benefit Program.
- ▶ Other circumstances described in the [Subrogation and Right of Recovery](#) section of the [Claims Procedures](#) chapter in this SPD.

Any settlement proceeds or assets collected by you from judgments are subject to the imposition of a constructive trust in favor of BNSF or the program. A constructive trust is a court-ordered trust to protect BNSF's or the program's rights.

Any repayment required under this benefit offset provision will not be reduced to reflect any costs or attorney's fees that you incur unless the Plan Administrator separately agrees, at its sole discretion, under a written agreement.

Second Period of Disability

If within 60 calendar days of returning to active work you have a second period of disability related to the same injury or illness, you will not have to satisfy another benefit waiting period of five consecutive calendar days. Only the days that you receive STD benefits count toward the 177-calendar-day maximum STD benefit period.

If your second period of disability is not related to the same injury or illness, or if you have returned to active work for more than 60 calendar days, you must again satisfy the benefit waiting period of five consecutive calendar days before STD benefits can begin once more. As previously noted, STD benefits are limited to a maximum of 177 calendar days per disability.

Coordination with Other Benefits

LTD Insurance Program Benefits – If you remain [disabled](#) and receive STD benefit payments for an extended period, the [Claims Administrator](#) will contact you and your [physician](#) to begin your application for LTD benefits. You may also begin the LTD application process anytime if you and your physician believe you will be disabled for longer than the 177-calendar-day maximum STD benefit period. The application

starts with a call to the LTD Claims Administrator at 800-638-2242. Application for LTD benefits will not affect your STD benefit payments.

Railroad Retirement – You are not eligible for Sickness Benefits from the Railroad Retirement Board. STD benefits are treated as sick pay compensation and are not subject to Tier II Railroad Retirement Tax withholding, nor are they reported as creditable compensation for Railroad Retirement purposes.

Family and Medical Leave Act (FMLA) – If you are eligible for FMLA leave on the date you become [disabled](#), the period that you receive STD benefits – up to a maximum of 12 work weeks – will also be considered a period of FMLA leave.

When STD Benefits End

You will continue to receive STD benefits until the earliest of the following:

- ▶ The date you are no longer [disabled](#) under the program;
- ▶ The date you have received the maximum STD benefits per disability;
- ▶ The date you fail to provide documentation that the [Claims Administrator](#) may request, or you do not comply with the Claims Administrator’s requirements, including failure to attend a required medical examination;
- ▶ The date you have met the 182-calendar-day waiting period and become eligible to receive LTD benefits, even if you have not received the full 177 calendar days of STD benefits;
- ▶ The date you engage in activities that are inconsistent with the condition for which you are drawing STD;
- ▶ The date you begin working for wages at another company;
- ▶ The date your salaried employment ends; or
- ▶ The date you die.

Employment Status

You will remain in an active status while receiving STD benefits. However, you will not be considered as actively working while receiving STD benefits. You may continue your BNSF medical, dental and vision care coverages for the duration of your STD Benefit Program disability.

Holding Your Salaried Position Open

If you are eligible for FMLA leave and have available leave time remaining, BNSF generally will hold your salaried position open for your return while you receive STD benefits until you exhaust your FMLA leave, up to a maximum of 12 work weeks. In the unusual case where BNSF must fill your salaried position for business reasons while you are on FMLA leave, BNSF ordinarily will restore you to the same position or to a position with equivalent pay, benefits and other terms and conditions of employment if you have been released to return to work on or before your FMLA leave expires. If you are ineligible for FMLA leave, have no available FMLA leave or are not released to return to your position after your FMLA has expired, BNSF may fill your position and you may not be entitled to reinstatement.

It is important that you cooperate with the Claims Administrator for the duration of your STD. This includes timely providing any requested information for the Claims Administrator to make a determination on your initial or continued disability status. Failure to do so could have adverse consequences to your salaried employment as outlined in Unpaid Leave of Absence below.

Paid Leave of Absence

You may be entitled to a paid leave of absence under certain circumstances. For example:

- ▶ You are released to return to work after receiving STD benefits for more than 12 work weeks (or the maximum period of FMLA leave coverage available to you, if less); or
- ▶ Your position is no longer available.

If you want to return to a position at BNSF, you have 60 calendar days after the [Claims Administrator](#) determines you are no longer [disabled](#) to secure a position. Contact your HR representative to discuss current BNSF job opportunities. During this 60-calendar-day period, you will be placed on a paid leave of absence. If, after 60 calendar days, you do not obtain a position with BNSF, your BNSF employment will end.

Unpaid Leave of Absence

You will be placed on an unpaid leave of absence for up to 60 calendar days (called the tolling period) if:

- ▶ Your failure to cooperate leads the Claims Administrator to close your STD claim because they cannot determine if you meet or continue to meet the definition of disabled;
- ▶ Your 177-calendar-day STD maximum benefit period has not been exhausted; and
- ▶ Your FMLA leave, if any, has been exhausted and your position is no longer available.

If you appeal the denial of STD benefits in writing during your 60-calendar-day unpaid leave of absence, your unpaid leave will be extended and the 60-calendar-day tolling period will be suspended until you receive a final written response to your appeal from the Claims Administrator. If you receive a denial of a written appeal and you do not return to active employment, the 60-calendar-day tolling period will resume where it left off, and BNSF will terminate your employment at the end of the 60-day period if you fail to find a new position. If you do not submit a written appeal within 60 calendar days of receiving notice of the termination of your STD benefits and you have not returned to active employment with BNSF, your BNSF employment will end.

Applying for LTD Benefits

If you have used all of your 177 calendar days of STD benefits and you have either applied for LTD benefits or you are in the process of appealing a denial of LTD benefits, you will be placed on an unpaid leave of absence. If your LTD application for benefits or your appeal is denied, or you have not appealed the denial, you will be notified that you have 60 calendar days to obtain a position with BNSF. If you do not obtain a position with BNSF within 60 calendar days, your BNSF employment will end.

Other Opportunities Within BNSF

If you want to pursue other job opportunities within BNSF, you should contact your HR representative to discuss job opportunities and the transition-to-work process.

Exclusions

The STD Benefit Program does not pay benefits for the following:

- ▶ Disabilities incurred while on military duty of any kind, including military reserve duty;
- ▶ Disabilities incurred in war or any act of war, whether or not declared;
- ▶ Disabilities incurred due to the acts of terrorists, or your participation in an act of terrorism or active participation in a riot;
- ▶ Disabilities incurred in the commission of a criminal act;
- ▶ Disabilities covered under Workers' Compensation statutes;
- ▶ Disabilities resulting from the negligence or willful actions of third parties, unless you agree in writing to the Right of Recovery provisions of the program (explained in the [Subrogation and Right of Recovery](#) section of the [Claims Procedure](#) chapter);
- ▶ Disabilities incurred prior to your eligibility for benefits under the program; and
- ▶ The time an otherwise eligible [disabled](#) employee is incarcerated for any reason in a penal or corrections institution.

LONG TERM DISABILITY (LTD) INSURANCE PROGRAM

When You Become Disabled

To qualify for LTD Insurance Program benefits, you must become [disabled](#) while you are covered under the program.

You are considered disabled if:

- ▶ You are under the continuing care of a [physician](#) because of accidental injury, illness or condition (including pregnancy for women); and
- ▶ During the first 24 months of LTD benefits, you are unable to earn more than 80% of your regular [benefits pay](#) as an active BNSF employee at your own occupation or at a similar occupation with any employer in your [local economy](#);
or
- ▶ After the end of 24 months of LTD benefits, you are unable to earn more than 60% of your regular benefits pay as an active BNSF employee or from any employer in your local economy at any job that you are qualified for based on your training, experience and regular earnings as an active BNSF employee.

Your loss of earnings must be a direct result of your accidental injury, illness or condition. Economic factors, including recession, job obsolescence, pay cuts and job-sharing will not be considered in determining whether you meet the loss of earnings test.

The revocation, restriction or non-renewal of your license, permit or certification which you hold and which is necessary to perform the duties of your occupation will not result in eligibility for LTD Insurance Program benefits, unless the action is solely because of an injury, illness or condition that results in your being considered disabled as defined above.

You must complete the benefit waiting period before the LTD Program begins to pay benefits. The benefit waiting period begins on the first day you become disabled. Your loss of [benefits pay](#) must be a direct result of your injury, illness or condition.

Effective Date of LTD Benefits

The benefit waiting period begins on the day you first become [disabled](#). It is the 182-calendar-day period during which you must be disabled before monthly LTD Insurance Program benefit payments can begin. If you qualify for LTD benefits and have met the benefit waiting period (even if you have not exhausted your STD benefits), your STD benefits will stop and your monthly LTD payments will begin, subject to potential offsets as described below. LTD benefits will be prorated if payable for less than one month, based on a 30-day month.

Pre-existing Condition Limitation

If you become [disabled](#) because of a [pre-existing condition](#) before you have been covered as an active employee under the LTD Insurance Program for at least 12 consecutive months, no benefits are payable under the program for that disability.

This pre-existing condition limitation applies during your first year of coverage under the LTD Insurance Program, regardless of which option you select.

If you elect Optional LTD Insurance at any time other than when you are first eligible, the optional portion of your coverage will be subject to the pre-existing condition limitation if you become disabled within 12 months of the effective date of your optional LTD coverage.

The pre-existing condition limitation does not apply to increases in your coverage amounts due to an increase in your [benefits pay](#).

Temporary Return to Work**Before LTD Starts**

If you return to work for 60 calendar days or less during your 182-calendar-day benefit waiting period, the days you were [disabled](#) will count toward your benefit waiting period if you become disabled again from the same disability. However, if you return to work for more than 60 calendar days, and again become disabled, or become disabled from a new condition, you will have to begin a new benefit waiting period.

After LTD Starts

If you receive LTD benefits and then recover and return to work, these rules apply:

- ▶ If you return to work and become [disabled](#) again from the same disability within six months, LTD benefits will begin immediately. You will not be required to start a new 182-calendar-day benefit waiting period.
- ▶ If you return to work for six months or more and become disabled again from the same or a different disability, you must start a new 182-calendar-day benefit waiting period before LTD benefits can resume.

If your LTD benefits resume after you have returned to work for less than six months, you will be considered to have been continuously disabled for the purpose of determining your benefit amount, and that amount will be the same as during the previous period of disability.

LTD Return-to-Work Policy

If you would like to pursue job opportunities with BNSF following your recovery from disability, fax your doctor's release to return to work to the [Claims Administrator](#). Then, you should contact your HR representative to discuss BNSF job opportunities in your area. You have 60 calendar days from the date you are notified by BNSF to secure a position with BNSF. During this 60-calendar-day period, you will be on an unpaid leave of absence. If, after 60 calendar days, you have not obtained a position with BNSF, you may retire if you are eligible. Otherwise, your BNSF employment will end.

LTD Benefit Payments**Basic LTD Monthly Benefit**

The Basic LTD monthly benefit is 50% of your monthly [benefits pay](#), to a maximum benefit of \$35,000 per month. Your monthly benefit is reduced by any Other Income Benefits you receive (as described in [Other Income Benefits](#)). The minimum LTD benefit is \$100 per month.

Basic LTD benefit payments are taxable for federal income tax purposes because BNSF pays for your coverage. You should consult your tax advisor about this and any state income tax requirements. Generally, disability benefits are subject to withholding for federal and state income taxes.

Your monthly LTD benefit is based on your monthly benefits pay on the date you became [disabled](#). Any scheduled or other increase in your monthly benefits pay will not be effective while you are continuously disabled.

Optional LTD Monthly Benefit

If you elect Optional LTD coverage, your LTD monthly benefit is 66 $\frac{2}{3}$ % of your monthly [benefits pay](#), to a maximum benefit of \$35,000 per month. Your monthly benefit will be reduced by any Other Income Benefits you receive (as described in [Other Income Benefits](#)). The minimum LTD benefit is \$100 per month.

Optional LTD benefit payments are taxable for federal income tax purposes because you pay for Optional LTD monthly benefits with before-tax pay. You should consult your tax advisor about this and any state income tax requirements.

Example: If your [benefits pay](#) is \$6,375 per month, your Basic or Optional LTD benefit is:

Basic LTD Benefit of 50% = \$3,187.50 per month

or

Optional LTD Benefit of 66 $\frac{2}{3}$ % = \$4,250 per month

Other Income Benefits

If you qualify for monthly LTD Insurance Program benefits, your monthly benefit will be reduced by the following Other Income Benefits that you, or your [dependents](#), receive if related to your disability, from:

- ▶ The Railroad Retirement Act or Railroad Unemployment Insurance Act;
- ▶ Any local, state, provincial or federal government disability or retirement plan or law;
- ▶ Any sick leave or salary continuation plan of BNSF;
- ▶ Any work loss provision in no-fault auto insurance;
- ▶ The Canada and Quebec Pension Plans;
- ▶ Any Workers' Compensation, occupational disease, injury recovery or unemployment compensation law, or similar state or federal law (such as the Federal Employees Liability Act [FELA]) that also includes permanent as well as temporary disability benefits, including any damages, compromises or settlement paid in place of those benefits, whether or not liability is admitted;
- ▶ Any Social Security or Railroad Retirement disability or retirement benefits you or any third party receives or are assumed to receive, either on your behalf or for your [dependents](#); or, if applicable, which your dependents receive, or are assumed to receive, because of your entitlement to these benefits (see the explanation for [Assumed Receipt of Benefits](#));
- ▶ Any proceeds payable under any franchise or group insurance or similar plan; if there is other insurance that applies to the same disability that contains the same or similar provision for reduction because of other insurance, the LTD Insurance Program will pay its pro-rata share of the total claim (pro-rata share is the total benefit that would be paid by the LTD Insurance Program, ignoring other insurance, divided by the total benefits available under the LTD Insurance Program and all similar policies);
- ▶ Any wage or salary for work performed. Your earnings from work while [disabled](#), and Rehabilitation Incentive and [Family Care Expense Benefits](#) provided under the LTD Insurance Program, will not reduce monthly LTD benefits except as described under the [Rehabilitation Incentive](#) section later in this chapter; and
- ▶ Third Party Recovery. The amount of recovery you receive for loss of income as a result of claims against a third party by settlement, judgment, arbitration or otherwise. If no specific amount is specified for loss of income, the total amount will be treated as recovery for loss of income.

Example: If your [benefits pay](#) is \$6,375 per month, you are eligible for a Basic LTD benefit of \$3,187.50 per month. If you also receive a Railroad Retirement Disability Income benefit of \$1,000 per month, your LTD benefit will be determined as follows:

Gross Basic LTD monthly benefit	\$ 3,187.50
Railroad Retirement disability benefit	<u>-1,000.00</u>
Net Basic LTD monthly benefit	\$ 2,187.50

Benefit payments from individual disability policies are not included in the calculation of LTD benefit offsets under this program. After the program makes the first deduction for [Other Income Benefits](#) (except wages or salary), your monthly LTD benefit will not be reduced further during that period of disability because of any cost of living increase in the Other Income Benefits.

If an Other Income Benefit is received in a lump-sum payment to provide income for a specified period, the program will reduce your LTD benefit by pro-rating the payment over the period for which the lump sum is received. If no period is specified, the LTD Insurance Program will reduce your monthly LTD benefits (to the minimum payment, if applicable) until the lump-sum payment has been exhausted. If no specific allocation of a lump-sum payment is made, the total payment will be treated as an Other Income Benefit.

Assumed Receipt of Benefits

You (or your [dependents](#)) are assumed to be receiving [Other Income Benefits](#) if you are eligible, even if you have not yet applied for them. The [Claims Administrator](#) will estimate the amount of the assumed Other Income Benefits on the basis of what you may be eligible to receive and will reduce your LTD Insurance Program benefits as if you actually received the Other Income Benefits.

The Claims Administrator will not assume you (or your dependents) receive [Other Income Benefits](#) (except for any wages or salary for working while [disabled](#)) during the first 24 months of LTD benefit payments if you provide proof of one of the following within six months of your disability:

- ▶ You (or your dependents) have made application for Other Income Benefits for which you may be eligible;
- ▶ You have signed a reimbursement agreement provided by the Claims Administrator that confirms that you will repay any LTD benefit overpayments;
- ▶ Any and all appeals were made for the [Other Income Benefits](#), or the Claims Administrator determines further appeals will be unsuccessful; or
- ▶ The Other Income Benefits payments have been denied, and no right of appeal of the denial exists.

If your LTD benefits are overpaid because you receive Other Income Benefits, you must promptly refund the overpayment to the Claims Administrator. If you do not, the Claims Administrator may reduce any future LTD benefits payable to you, including the minimum benefit, to recover the overpayment.

Social Security / Railroad

The [Claims Administrator](#), at its option, will assist you in applying for Social Security Disability Income (SSDI) or Railroad Retirement Disability Income

Retirement Assistance

(RRDI) benefits. Your monthly LTD benefit may be reduced by the estimated SSDI/RRDI benefit you may be eligible to receive.

Your monthly LTD benefit will not be reduced by estimated SSDI/RRDI benefits during the first 24 months of LTD benefit payments if, prior to the end of the six-month period following the date you became [disabled](#):

- ▶ You provide proof that you have applied for SSDI/RRDI benefits,
- ▶ You have signed a reimbursement agreement with the Claims Administrator that confirms that you will repay any LTD benefit overpayments, and
- ▶ You cooperate with the Claims Administrator in applying for SSDI/RRDI benefits.

You may be required to file an appeal if the Claims Administrator believes a reversal of the denial of SSDI or RRDI benefits is possible. If you do not cooperate with the Claims Administrator in the appeal, the LTD Insurance Program will assume you are receiving the SSDI or RRDI benefits that have been denied. The assumed SSDI or RRDI benefits will reduce your LTD benefits until you give the Claims Administrator proof that you have exhausted all the SSDI or RRDI administrative remedies available to you.

Additional LTD Insurance Program Benefits**Rehabilitation Incentive**

While you are [disabled](#), your LTD benefit, before reduction for [Other Income Benefits](#), is increased by 10% when you participate in a [rehabilitation program](#) approved by the [Claims Administrator](#).

A rehabilitation program means that you:

- ▶ Return to active employment on a part-time or full-time basis in an attempt to resume gainful employment in an occupation for which you are reasonably qualified by your training, education, experience and past earnings; or
- ▶ Participate in vocational training or physical therapy. The Claims Administrator's rehabilitation coordinator must approve training or therapy in advance.

Rehabilitation Program Participation Required

Your monthly LTD benefit payments will end on the date you refuse to participate in a rehabilitation program (as defined above) when the [Claims Administrator](#) determines you are able to participate.

LTD Benefit Reductions***First 24 Months of LTD Benefits***

During the first 24 months you receive LTD benefits, your LTD benefit will not be reduced unless the total amount you receive from all of the sources below exceeds 100% of your [benefits pay](#), or your [indexed pre-disability earnings](#), if greater:

- ▶ Your monthly LTD benefit (including any Rehabilitation Incentive, as described below);
- ▶ Your earnings from working while [disabled](#);

- ▶ Any [Family Care Expense Benefits](#) you receive; and
- ▶ Any Other Income Benefits you receive (as described in the preceding section of this chapter titled [Other Income Benefits](#)).

If the total amount you receive exceeds 100% of your pre-disability [benefits pay](#), or [indexed pre-disability earnings](#), if greater, your LTD benefit will be reduced by the amount you receive that exceeds 100%.

If your LTD benefit is reduced because you receive earnings from working while [disabled](#), the minimum monthly LTD benefit does not apply.

The term indexed pre-disability earnings means 107% of your pre-disability benefits pay. This percentage is applied on the date you receive your 13th monthly LTD benefit, and it increases the amount you can earn without a reduction in your LTD benefits. If your disability continues, increases in the amount you can earn without a reduction in LTD benefits will take effect on each anniversary of the first increase. You must be continually receiving monthly LTD benefits under the program to receive the increase in your earnings.

After 24 Months of LTD Benefits

After your first 24 months of LTD benefit payments, your LTD benefits will be reduced by 50% of your earnings from working while [disabled](#). Your LTD benefit also will be reduced by the amount of your total income during disability, including income from working and any [Other Income Benefits](#), that exceeds 100% of your [indexed pre-disability earnings](#). In this case, your LTD benefit will be reduced by the amount you receive that exceeds 100% of your indexed pre-disability earnings.

Example 1

Assume that your [benefits pay](#) before you were [disabled](#) was \$6,375 per month, your Basic LTD benefit is 50%, or \$3,187.50 per month, and you have received 24 months of Basic LTD benefit payments. Assume that you participate in an approved [rehabilitation program](#), which increases your Basic LTD benefit by 10% to \$3,506.25.

If, after 24 months of LTD benefit payments, you are earning \$1,000 per month from working while you are disabled and have no [Other Income Benefits](#), your Basic LTD benefit amount would be:

	\$3,506.25	Basic LTD benefit (including 10% Rehabilitation Incentive)
-	<u>500.00</u>	50% of earnings from working
	\$3,006.25	Net Basic LTD benefit
+	<u>1,000.00</u>	Earnings from working
	\$4,006.25	Total income during disability

Example 2

Assume that your [benefits pay](#) before you were [disabled](#) was \$8,750 per month, your Optional LTD benefit is 66⅔%, or \$5,833.36 per month, and you have received 24 months of Optional LTD benefit payments. Assume that you participate in an approved rehabilitation program, which increases your Optional LTD benefit by 10% to \$6,416.70.

If, after 24 months of Optional LTD benefit payments, you are earning \$5,500 per month from working while you are disabled and you have \$2,000 of [Other Income Benefits](#), your Optional LTD benefit amount would be:

	\$6,416.70	Gross Optional LTD benefit (including 10% Rehabilitation Incentive)
-	2,000.00	Other Income Benefits
-	<u>2,750.00</u>	50% of earnings from working
	\$1,666.70	Net Optional LTD benefit
+	2,000.00	Other Income Benefits
+	<u>5,500.00</u>	Earnings from working
	\$9,166.70	Total income during disability

Family Care Expense Benefits

Once you have satisfied the 182-calendar-day benefit waiting period, you may be eligible for Family Care Expense Benefits for the next 24 months you are [disabled](#). To qualify, you must be participating in a [rehabilitation program](#) approved by the [Claims Administrator](#). Expenses are eligible for reimbursement only if they are for a person who is living with you and is chiefly dependent on you for support.

Family care expenses are the monthly expenses, up to \$250 per month per eligible family member, that you must pay in order to work while disabled, or participate in an approved rehabilitation program. Family care expenses include the following expenses:

- ▶ Child care for an eligible family member under age 13. The child care must be provided by a licensed child care facility or other qualified child care provider. The child care provider may not be a member of your immediate family or living in your home; and
- ▶ Care for an eligible family member who is mentally or physically impaired and is incapable of caring for himself or herself. Services provided by a member of your immediate family or someone living in your home are not eligible for reimbursement.

The LTD Insurance Program will not reimburse family care expenses for which you are receiving reimbursement from any other source. You must give satisfactory proof to the Claims Administrator that you incurred the expenses, and that the eligible family member is incapable of caring for himself or herself and is chiefly dependent on you for support.

Limitation for Certain Disabilities

Disability Because of Mental or Nervous Disorder or Disease

If you become [disabled](#) because of a mental or nervous disorder or disease, you can receive monthly LTD benefits for only one 24-month period combined for all related disabilities during your lifetime (subject to the [Maximum Benefit Period](#)).

A mental or nervous disorder or disease is a medical condition that is severe and meets the criteria in the current *Diagnostic and Statistical Manual of Mental Disorders*. You must be receiving [appropriate care and treatment](#) as determined by the [Claims Administrator](#) from a mental health [physician](#).

The following disabilities are *not* subject to the one 24-month benefit period lifetime limit:

- ▶ Schizophrenia,
- ▶ Bipolar disorder,
- ▶ Dementia, or
- ▶ Organic brain disease.

Disability Because of Neuromusculoskeletal and Soft Tissue Disorders or Chronic Fatigue Syndrome

If you become [disabled](#) because of a neuromusculoskeletal and soft tissue disorder, or chronic fatigue syndrome and related conditions, you can receive monthly LTD benefits for only one 24-month period combined for all related disabilities during your lifetime (subject to the [Maximum Benefit Period](#)).

Neuromusculoskeletal and soft tissue disorders include, but are not limited to, a disease or disorder of the spine or extremities, or surrounding soft tissue, such as sprains and strains of joints and adjacent muscles. The only exception to this limitation is with objective clinical evidence of:

- ▶ Seropositive arthritis;
- ▶ Spinal tumors, malignancy or vascular malformations;
- ▶ Radiculopathies (which is disease of the peripheral nerve roots);
- ▶ Myelopathies (which is disease of the spinal cord);
- ▶ Traumatic spinal cord necrosis; or
- ▶ Musculopathies.

Disability Because of Alcohol, Drug or Substance Abuse or Dependency

If you become [disabled](#) because of alcohol, drug or substance abuse or dependency, your monthly LTD benefits are limited to one 24-month period for any such disability during your lifetime (subject to the [Maximum Benefit Period](#)). To receive LTD benefits under the LTD Insurance Program, you must be participating in a rehabilitative program recommended by a [physician](#).

A rehabilitative program is one available to you through another benefits program within the BNSF Group Benefits Plan, such as the Employee Assistance Program or the BNSF Medical Program (or other group medical program); or local community services at no cost or minimal cost to you.

Monthly LTD benefits for disabilities due to alcohol, drug or substance abuse or dependency will end on the *first* to occur of:

- ▶ The date you receive 24 monthly LTD benefit payments,
- ▶ The date you are no longer participating in an approved rehabilitative program,
- ▶ The date you refuse to participate in a rehabilitative program, or
- ▶ The date you complete your rehabilitative program.

If you complete a rehabilitative program in less than 24 months, and you no longer are disabled, you have exhausted your lifetime LTD benefits for alcohol, drug or substance abuse or dependency under the LTD Insurance Program.

When Monthly Benefit Payments End

Your monthly LTD benefits will end the later of the date you reach your *Maximum Benefit Period (see below)* or the date you reach age 65. Generally, if you become *disabled* after you reach age 62, your LTD benefit payments will continue for the maximum benefit period under the LTD Insurance Program as shown in the chart in the *Maximum Benefit Period* section below, subject to the lifetime limitations for certain conditions in the program. In any event, your LTD benefit payments will end on the *first* to occur of the following:

- ▶ The date you no longer meet the LTD Insurance Program’s definition of disabled as determined by the *Claims Administrator*;
- ▶ The date you refuse to give the Claims Administrator information it requests regarding your disability;
- ▶ The date the *Maximum Benefit Period* ends;
- ▶ The end of the lifetime limits for any disability that has a lifetime limit or maximum as described in this SPD;
- ▶ The date you die;
- ▶ The date you begin receiving benefits under the BNSF Retirement Plan;
- ▶ The date you are no longer under the care of a *physician*;
- ▶ The date you refuse to attend a medical examination requested by the *Claims Administrator*; or
- ▶ The date you cease or refuse to participate in a *rehabilitation program*.

Maximum Benefit Period

If you become *disabled*, your LTD benefits will continue during your disability as shown in the chart below, subject to any lifetime limit or maximum that applies under the LTD Insurance Program:

Age When Disability Begins	Maximum Benefit Period
Less than 60	To age 65
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 or older	12 months

Employment Status

At the onset of LTD, you will be placed in an inactive status. During this time, you may continue your medical, dental and vision coverages at the active employee rate. For information about continuing BNSF coverage during an LTD Program disability, see the section on *Coordination with Medicare Benefits* in the *Claims Procedures* chapter of this SPD.

Employee life insurance coverages and eligibility for any spouse life and/or child life coverages continue while you are receiving STD and LTD benefits for up to your first 12 months of disability (which includes your period of STD).

After 12 months from the onset of disability, your employee life insurance coverages can be continued while you are receiving LTD benefits *only if you were disabled before age 60 and meet the definition of disabled* under the BNSF Life Insurance and Accidental Death and Dismemberment Insurance Program. In this case, to continue life insurance coverages, you must file a claim for waiver of premium and have it approved by the [Claims Administrator](#). Eligibility for all life insurance coverages (employee Basic and Optional) ends if your claim for premium waiver is denied. Regardless of whether the Claims Administrator approves or denies your claim for premium waiver, any spouse or child life coverage you have after the first 12 months of disability ends, and your spouse/child(ren) may apply for conversion of the terminated coverage. For more information, see the chapter of this SPD titled [Life Insurance and Accidental Death and Dismemberment \(AD&D\) Insurance Program and Business Travel Accident \(BTA\) Insurance Program](#).

If after 24 months from the onset of LTD you continue to be disabled and are receiving LTD benefits, your salaried employment with BNSF will end. You and your enrolled dependents will have the option to continue BNSF medical, dental and vision coverage under COBRA for up to 18 months, as explained in the chapter of this SPD titled [Continuing Health Care Coverage Under COBRA](#).

If you are released to return to work or determined by the Claims Administrator to no longer be [disabled prior to 24 months from the onset of LTD](#), you have 60 calendar days after the date of release or determination to secure a position at BNSF. During this 60-calendar-day period (called the tolling period), you will be placed on an unpaid leave of absence. If, after 60 calendar days, you do not obtain a position with BNSF, your BNSF employment will end.

If you appeal the denial of LTD benefits in writing during your 60-calendar-day unpaid leave of absence, your unpaid leave will be extended and the 60-calendar-day tolling period will be suspended until you receive a final written response to your appeal from the Claims Administrator. If you receive a denial of a written appeal and you do not return to active employment, the 60-calendar-day tolling period will resume where it left off and BNSF will terminate your employment at the end of the 60-day period if you fail to find a new position. If you do not submit a written appeal within 60 calendar days of receiving notice of the termination of your LTD benefits and you have not returned to active employment with BNSF, your BNSF employment will end.

Vacation

If you are receiving STD benefits and immediately qualify for and remain on LTD benefits for the entire following calendar year, then for any month that you were in active service during the year that your STD began, payment for that pro-rated vacation will be made at the end of the following calendar year. In order to receive credit for a full month of vacation, you must have been in active service for at least one-half of the month; otherwise, there is no credit for that month. While you are [disabled](#) and receiving LTD benefits, you may not take or be paid for vacation; neither do you accrue vacation time.

- Exclusions** The LTD Insurance Program does not cover disabilities caused by:
- ▶ Attempted suicide, or intentionally self-inflicted injuries;
 - ▶ War or any act of war, whether or not declared, insurrection or rebellion;
 - ▶ Terrorism or active participation in a riot; or
 - ▶ Commission of a felony.

The LTD Insurance Program will not pay LTD benefits while a disabled employee is incarcerated for any reason in a penal or corrections institution.

ADDITIONAL LTD INSURANCE PROGRAM INFORMATION

- Assignment of Benefits** Your LTD benefits are not assignable to a third party. They will be paid directly to you if you meet the LTD Insurance Program's definition of [disabled](#). The insurance policy issued to the program does not allow any levy, attachment, garnishment or other attempt to reduce LTD benefit payments due, but not yet paid, under this program for your debts.

- Facility of Payment** LTD Insurance Program benefits will be payable directly to you. If, as determined by the [Claims Administrator](#), you are entitled to LTD benefit payments and you are in any way incapacitated and unable to manage your financial affairs, the Claims Administrator will make payment to your legal guardian. If no request for payment has been made by a legal guardian, the Claims Administrator will, in its discretion, make payment to the person or institution appearing to be responsible for your custody and support.

No LTD benefits are paid after your death. If you die while any of your LTD benefits remain unpaid, the Claims Administrator may, in its sole discretion, make direct payment to any of your following living relatives, though not necessarily in the order that appears here:

- ▶ Your spouse,
- ▶ Your mother,
- ▶ Your father,
- ▶ Your children,
- ▶ Your brothers and/or sisters, or
- ▶ The executors or administrators of your estate.

The Claims Administrator may reduce the amount payable by any past overpayments that have not been reimbursed to the program. Payment(s) made by the Claims Administrator of any remaining LTD benefits payable prior to your death will release the program from all liability.

- Workers' Compensation Insurance** Benefits paid under the LTD Insurance Program are not in lieu of, and do not affect, any requirements for coverage under any Workers' Compensation insurance or any government-mandated temporary disability income benefits law.

Incontestability All statements made by you to the [Claims Administrator](#) are representations and not warranties. No statement will be used by the Claims Administrator to deny or reduce benefits or as a defense to a claim, unless a copy of the statement has been given to you. In the event of your death or legal incapacity, your beneficiary or representative will receive the copy.

Except for fraud or for determining eligibility for insurance, the insurance company issuing the policy under the LTD Insurance Program will not use any statement to contest your insurance after two years from the effective date of your coverage (or two years from the effective date of any added or increased LTD benefits). Your coverage can be declared invalid if you fail to pay the required premium.

Physical Examination The [Claims Administrator](#) reserves the right to require that you undergo a physical examination with a [physician](#) of its choosing at any time, at its expense, while you are receiving LTD benefits.

WHO TO CALL ABOUT YOUR BENEFITS



For questions about the enrollment process or your eligibility for the STD Benefit and LTD Insurance Programs, call the BNSF Benefits Center at 833-277-8051. Benefits Center representatives are available Monday through Friday, 7 a.m. to 7 p.m. Central time.

For questions about the STD Benefit and LTD Insurance Program benefits, call the Claims Administrator, MetLife, at 800-638-2242.

DEFINED TERMS

About These Terms

The following definitions of certain words and phrases will help you understand the benefits to which the definitions apply.

Some definitions apply in a special way to specific benefits. So, if a term that is defined in another chapter of this SPD also appears as a defined term listed here, the definition in the other chapter will apply to that specific chapter rather than the definition below.



Previous view: Return to your previous page by right clicking and selecting the “previous view” option.

To add the handy “previous view” button to your toolbar, open your Adobe Reader tools and select Page Navigation, then Previous View.

STD Benefit Program

Appropriate care and treatment – Means medical care meeting all of the following criteria, as determined by the Claims Administrator:

- ▶ The care is provided by a physician whose medical training and clinical experience are suitable for treating your disability;
- ▶ The care is necessary to meet your basic health needs and is of demonstrable medical value;
- ▶ The care is consistent in type, frequency and duration with appropriate national medical, research and health care organization and government agency guidelines;
- ▶ The care is consistent with the diagnosis of your condition; and
- ▶ The objective of the care is to improve your condition and lead to your eventual recovery.

Claims Administrator – See the [Administrative Information](#) chapter of this SPD for identification of Claims Administrators.

Disabled – For the definition that applies to STD benefits, see the section of this SPD titled [When You Become Disabled \(STD\)](#).

Physician – A doctor legally licensed to practice medicine, but does not include you, your spouse, a person living in your household or your immediate family, including parents, children, siblings or spouses of any of these persons, whether the relationship is by blood or marriage. The physician must be treating you within the scope of his or her license. A physician must treat you while you are disabled, and the Claims Administrator will require periodic updates.

LTD Insurance Program

Benefits pay – For full-time employees (excluding BNSF Logistics), benefits pay is your base salary plus your target ICP for your salary band (not actual payout) as of Aug. 31 of the prior year. For part-time employees (excluding BNSF Logistics), benefits pay is your base salary plus 50% of the target ICP for your salary band (not actual payout) as of the later of (1) Aug. 31 of the prior year or (2) the date you became part-time. For BNSF Logistics employees, benefits pay is your base salary. Base salary means your base annual compensation as of Aug. 31 of the prior year and before any before-tax or after-tax deductions.

Claims Administrator – See the [Administrative Information](#) chapter of this SPD for identification of Claims Administrators.

Dependents – For the LTD Insurance Program only, dependents include any person who receives, or is assumed to receive, benefits under any applicable law on account of your entitlement to disability benefits.

Disabled – For the definition that applies to LTD benefits, see section of this SPD titled *When You Become Disabled (LTD)*. For the definition that applies to life insurance benefits, see section titled *Continued Coverage if You Become Disabled* in the *Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance Program and Business Travel Accident (BTA) Insurance Program* chapter of this SPD.

Family care expenses – See [applicable section](#) of this SPD.

Indexed pre-disability earnings – See [applicable section](#) of this SPD.

Local economy – The geographic area around the place where you live, that may offer reasonable job opportunities for you. If you move to another area after you became disabled, the [Claims Administrator](#) may consider both your former and new residences to determine local economy.

Mental or nervous disease or disorder – See [applicable section](#) of this SPD.

Other Income Benefits – See [applicable section](#) of this SPD.

Physician – A doctor legally licensed to practice medicine, but does not include you, your spouse, a person living in your household or your immediate family, including parents, children, siblings or spouses of any of these persons, whether the relationship is by blood or marriage. The physician must be treating you within the scope of his or her license. A physician must treat you while you are disabled, and the [Claims Administrator](#) will require periodic updates.

Pre-existing condition – Any injury or illness (including pregnancy for women) for which, during the three months immediately before your LTD Insurance Program coverage became effective, or before any elected increase in your Program coverage became effective, you:

- ▶ Received medical treatment, care or services, or consulted with a doctor;
- ▶ Took prescription medication, or had medicine prescribed; or
- ▶ Had symptoms or conditions that would cause a reasonably prudent person to seek diagnosis, care or treatment.

Rehabilitation program – See [applicable section](#) of this SPD.