

**THE CHUBB US DISABILITY PLANS
SUMMARY PLAN DESCRIPTION
Effective January 1, 2024**

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Important Reminder

This SPD provides most of the information you will need about the benefits offered under the Chubb Disability Plans. However, the SPD provides only a summary of these benefits and does not cover all of the details. The details are provided in the official Plan documents for each Plan, including, if applicable, Plan documents and insurance contracts. In the event that there is an inconsistency between any of the terms of the official Plan documents and this SPD, the official Plan documents will prevail. This document in combination with the *Welfare Plan Administration SPD* constitute the Summary Plan Description for the Chubb Disability Plans.

Chubb reserves the right to amend and/or terminate any or all provisions of this Plan as it applies to all participants. Nothing in this summary should be interpreted as a guarantee of continued employment with Chubb.

Recordatorio Importante

El Resumen Descriptivo de Beneficios (“Resumen”) provee la mayor parte de la información que usted necesita sobre los beneficios ofrecidos por Chubb bajo los planes de seguro de Vida, Muerte Accidental y Desmembramiento y el Seguro de Accidentes de Viaje de Negocio. Sin embargo, el “Resumen” provee solo un resumen de estos beneficios y no cubre todos los detalles. Los detalles están incluidos en los documentos oficiales del Plan, que incluyen los contratos de los planes de seguros. En el caso, de que exista alguna inconsistencia, en cualquier de los términos de los documentos oficiales del Plan y este “Resumen”, los documentos oficiales del Plan prevalecerán.

El Programa de Beneficios de Chubb provee beneficios a ambos, empleados activos y retirados. Los beneficios descritos en este panfleto son beneficios disponibles para los empleados retirados. Otro panfleto a sido preparado por separado, que describe los beneficios disponibles para los empleados activos y sus dependientes elegibles.

Chubb se reserva el derecho de enmendar en su totalidad o en parte los Planes de Seguro de Vida, Muerte Accidental y Seguro de Accidente de Viaje de Negocios; también se reserva el derecho de discontinuar el Plan en cualquier momento que Chubb entienda necesario, para cualquier o todos los retirados incluidos.

El Resumen Descriptivo del Plan (“Summary Plan Description”(SPD)) contiene un resumen en inglés de sus derechos y beneficios incluidos en el Plan bajo el Programa de Beneficios de Chubb USA. Si usted tiene dificultad en entender cualquier parte de este Resumen Descriptivo del Plan (SPD), contacte a el Sr. Ashwyn Diljohn, Administrador del Plan, a su oficina en Chubb, 436 Walnut Street, WA03N, Philadelphia, PA 19106. Usted puede también llamar a la oficina del Administrador del Plan al (215)-640-1000 para asistencia.

CHUBB US DISABILITY PLANS

Introduction

For eligible employees, Chubb¹ protects your income by providing basic short-term and sponsoring basic long-term disability coverage at no cost to you. In addition, you may be eligible to purchase supplemental long-term disability coverage. This disability protection is provided to you under the following Plans:

- **Short-Term Disability Plan (“STD Plan”):**
 - If you are absent from work because of a covered disability, the STD Plan pays 60% or 100% of your base pay (depending on your length of service with the company) for up to 26 weeks. Eligible employees (see *Eligibility and Enrollment section*), are automatically enrolled in the STD Plan. The company pays the full cost for this benefit.
 - If your STD leave qualifies as an approved leave under the Family and Medical Leave Act (“FMLA”), your FMLA leave and your leave of absence under this STD Plan will run concurrently. In this case, you are also protected against job loss for up to 12 weeks as required by FMLA. For more information, see the *Family and Medical Leave* provisions in the *Plan Administration SPD*.

- **Long-Term Disability Insurance Plan (“LTD Plan”):**
 - **Basic LTD:** If your covered disability continues beyond 26 weeks, the LTD Plan pays the Basic LTD Plan benefit in an amount up to 60% of your monthly base pay. Eligible employees are automatically enrolled in the Basic LTD Plan. Chubb pays the full cost for this benefit.
 - **Supplemental LTD:** As an eligible employee for Supplemental LTD Plan coverage, you must actively enroll for Supplemental LTD and pay for this additional coverage through after-tax payroll deductions. Supplemental LTD provides coverage for up to 60% of your base salary plus bonus and/or commissions. If you do not enroll for Supplemental LTD when you are first eligible, you may still enroll for this coverage at any time, but you will be subject to Evidence of Insurability.

In addition to the STD and LTD Plans, you are also eligible for Workers’ Compensation on the first day you are actively at work. Depending on the state in which you work, you may also be eligible for Statutory Disability coverage on the first day you are actively at work. **(Note: Special rules apply to Puerto Rico employees — please see your Human Resources representative if applicable.)** For more information, see the *Other Rules Affecting Your STD and LTD Plan Benefits* section in this SPD.

Your STD Plan benefit is self-funded by the company. Your Basic and Supplemental LTD Plan benefits are fully-insured through New York Life. LTD Plan Benefits are paid exclusively through insurance and never by the company. New York Life is the Claims Administrator and has been designated by the company as the claims fiduciary for the LTD Plan (Basic and Supplemental). For the self-funded STD Plan, the Chubb Leave Management Team (“LMT”) does not serve as an insurer, but as Claims Administrator. Chubb is responsible for providing Plan benefits, but the LMT has been designated by the company as the claims fiduciary. The LMT makes final decisions with respect to the self-funded STD Plan benefits provided under the STD Plan. Both New York Life and the LMT handle all claims for disability benefits, including appeals.

¹ Chubb is also referred to as “the Company” within this document.

This SPD does not apply to Combined Insurance Company of America field agents. Please see the US Combined Disability SPD.

For information on filing claims, see the sections entitled Receiving STD Plan Benefits, beginning on page 3 or Receiving LTD Plan Benefits, beginning on page 11, as well as the *Welfare Plan Administration SPD*. For information on appeals, see the *Welfare Plan Administration SPD*.

For additional information on self-funded and fully insured plans, see the *Plan Administration SPD*.

Eligibility and Enrollment

Eligibility

Employees become eligible for STD as of the first day of employment and are eligible for both, STD Plan and LTD Plan coverage if working in the United States or Puerto Rico and you are a full-time or part-time (regularly scheduled to work 24 hours per week) salaried employee of the company. You also are eligible for Supplemental LTD Plan coverage.

How to Enroll for STD and Basic LTD

Eligible employees do not need to do anything to enroll in STD and Basic LTD Plan coverage because you are automatically enrolled in such coverage. To receive disability benefits refer to the Receiving STD Plan Benefits and Receiving LTD Plan Benefits in this document.

How to Enroll in Supplemental LTD Coverage

You must enroll when you're first eligible for Supplemental LTD Plan coverage and subsequently during each annual enrollment period. EOI is not required if you enroll during your initial eligibility period or during each year's annual enrollment window. You enroll for coverage through the Chubb Benefits Service Center's website at <http://www.chubb.bswift.com> or by calling 1-844-58CHUBB (1-844-582-4822).

Continuous Periods of Disability

If your periods of disability are considered continuous, you will only be able to receive an aggregate period of LTD/STD Plan benefits that does not exceed the maximum payment period under the Plan. If periods of disability are not considered continuous, you will be able to receive LTD/STD Plan benefits for the maximum payment period, without aggregating any previous period of disability.

Separate periods of disability will be considered continuous if the following three conditions are met:

- The disability results from the same or related causes as a prior disability for which monthly benefits were payable,
- After receiving disability benefits, you return to work in your regular job or a qualified alternative for less than six consecutive months, and
- You earn less than 80% of your pay during at least one month. Any later period of disability, regardless of cause, that begins when you are eligible for coverage under another group disability plan provided by any employer will not be considered a continuous period of disability.

Also, a period of disability is **not** considered continuous if separate periods of disability result from unrelated causes.

When Coverage Begins

Date of disability (DOD) begins the first full day out. Note: If less than four (4) hours are worked on the day where time is first missed due to the disability, that would be the date of disability. If four (4) hours or more are worked, the date of disability begins the following day. Benefits are payable when you have been out of work for more than 5 consecutive business days (referred to as “the STD elimination period”). Benefits will be retroactively paid to day 1 of your absence. Holidays are counted toward the STD elimination period.

Your STD and Basic LTD Plan coverage begins on the first day you are actively at work for Chubb.

When your Supplemental LTD Plan coverage begins will depend on when you enroll.

| If you enroll... | Your supplemental LTD Plan coverage becomes effective... |
|-------------------------------------|--|
| During the annual enrollment period | Each January 1 following Annual Enrollment after the carrier has approved your application for coverage. |
| Within 31 days of your date of hire | On the first day that you are actively at work |
| At any time during the year | On the first day after Met Life approves your application for coverage. |

Once you are enrolled for Supplemental LTD Plan coverage, your coverage continues from year to year, unless you elect to drop coverage or there is a plan change or a change of disability insurance carriers. In other words, you do not need to re-enroll for Supplemental LTD Plan coverage each year.

When Coverage Ends

Your coverage under the STD and Basic LTD Plans ends on the earliest of the following:

- The date that you are no longer in “active service” with the company (please see definition of “active service” below),
- The date that you are no longer eligible for coverage due to a reduction in your work hours or change in your employment status,
- The date that Chubb no longer offers disability insurance coverage,
- The date you are eligible for coverage under a plan intended to replace this coverage.
- The date your employment is terminated.
- The date your disability benefits end because you did not comply with the terms or conditions of the STD and/or LTD Plans, or
- Your date of death.

In addition, your Supplemental LTD Plan coverage ends on the earliest of the following:

- The day after the last day of the calendar month for which you did not pay your required contributions,
- The first day of the calendar year for which you decline participation during annual enrollment,
- The date that you are no longer in “active service” with the company; or
- The first day of the calendar month that you no longer meet the eligibility requirements for Plan coverage.

You are in “active service” with the company if you are actively at work at one of its usual places of business or at some location to which you have been required to travel by the company. You are also considered in active service on scheduled holidays, vacation days or periods of approved leave of absence. You are actively at work if you are present at work and performing the duties you are hired to perform. If you are absent on the first day that you are supposed to report to work for active service, you are not "actively at work."

Cost of Coverage

The company pays the full cost of both STD and Basic LTD Plan coverage.

If you are eligible for and enroll in Supplemental LTD Plan coverage, you will pay the full cost of this coverage through after-tax payroll deductions from your paycheck.

Short-Term Disability

Short-term disability coverage will pay either 60% or 100% of your base pay (depending upon your length of service with the company) for up to 26 weeks during a covered disability exceeding five consecutive business days. See the chart below to determine your percentage of salary replacement based on your length of service.

A covered disability for purposes of your STD Plan coverage means your physician is able to provide medical evidence, which the LMT finds to support the claim that, as a result of your disability:

You are unable to perform the essential duties of your current job. You may receive STD Plan benefits for a maximum of 26 weeks or until you begin receiving LTD benefits, whichever comes first. Your STD benefits will stop if you are awarded LTD benefits.

Your STD Plan benefit may be reduced by any amounts you or your dependents receive from Social Security or other sources. See the *Other Rules Affecting Your STD and LTD Plan Benefits* sections in this SPD.

Service with Chubb for Short-Term Disability Purposes

Your length of service with the company is calculated according to the [US Service Policy](#), updated in October 2016. The company uses your attained service (in whole years) to measure your service under the STD Plan.

Please note: For rehires, prior employment is excluded when determining the number of weeks employed for purposes of calculating pay percentages provided, however, if an employee is rehired within 30 days of termination, prior service credit is counted for purposes of STD.

The table below shows your STD Plan benefit schedule:

STD Benefit Schedule - Salary Replacement

| YEARS OF SERVICE | WEEKS AT 100% | WEEKS AT 60% |
|------------------|---------------|--------------|
| Less than 1 Year | 0 | 26 |
| 1-3 | 8 | 18 |
| 4-6 | 15 | 11 |
| 7-9 | 20 | 6 |
| 10+ | 26 | 0 |

Under some circumstances you may be eligible for more than one period of disability. After a period of short-term disability:

- If you return to work for 30 days or less and then are again unable to work due to the same or different disability, your 26-week period will resume.
- If you return to work from more than 30 days and then are unable to work due to the same or a different disability, you will start a new 26-week period of STD benefits, however, you will not receive your full allotment of weeks paid at 100%. If you have not returned for 6 months or

longer, your weeks paid at 100% during your prior leave will be subtracted from the allotment for your new leave period.

When you have exhausted your weeks of 100% salary replacement, your STD will drop to 60% of salary and you will remain at the 60% level of STD for the duration of your STD leave. If you return to work at your pre-disability level for more than 30 days and are again forced to stop working due to a continuous disability (defined in section above titled "***Continuous Periods of Disability***"), your STD will remain at 60% of salary. If you return to work for 6 months after your prior period of disability leave ends and need to go out again, your weeks paid at 100% would reset for the new STD period.

Example of Your STD Plan Benefits

To see how the STD Plan pays benefits, here are a couple examples. Suppose your annual base pay is \$35,000 or \$673 per week, and you have three years of service with the company. Based on the STD Plan benefit schedule, you would receive 100% of your full \$673 each week for 8 weeks, then 60% of your base pay, or \$404, for the remaining 18 weeks.

If you have worked for Chubb for 2 years and go out on STD for 8 weeks, those weeks would be paid at 100%. If you return for more than 30 days and go out again for a different disability, you will start a new 26-week period of STD which would be paid at 60%. This is because you exhausted your allotment of weeks paid at 100% during your first disability period.

You have worked at Chubb for 11 years and are entitled to 26 weeks of STD at 100% pay. You go out on leave for 10 weeks and come back to work for 12 weeks (more than 30 days but less than 6 months). If you go back out on STD, you are entitled to another 26 weeks but 16 weeks will be paid at 100% and the remaining 10 weeks will be paid at 60%.

Receiving STD Plan Benefits

You must file a claim to receive benefits under the STD Plan. You are responsible for notifying your manager and the LMT of your disability (including any changes in your medical condition). Further, you must indicate whether you are eligible for any disability benefits outside of the STD Plan.

Inform your manager that you have experienced an injury or illness that will prevent you from reporting to work. This should be done on your first day of absence. Tell your manager how long you think you will be out and whether you believe your injury or illness is work-related.

Be prepared to provide the following information to the LMT:

- Your name, phone number and Social Security number
- Your home address
- The first full day you were absent from work
- Your physician's name, address, phone number and fax number
- Your manager's name and phone number
- A description of your disability and job duties
- Your Human Resource representative's name, if available

To receive STD Plan benefits, you must follow the STD Plan claims process as follows:

To report a non-work related disability: Call the Chubb Leave Management Team (“LMT”) at 1-844-58CHUBB (1-844-582-4822). This should be done no later than your sixth consecutive day of absence. You should call sooner if you know that your disability will last longer than one week. Your call to the LMT files your STD claim. If you are unable to call, have a family member or your attending physician call on your behalf.

To report a work-related disability: Notify your manager and call the Chubb Leave Management Team at 1-844-58CHUBB (1-844-582-4822). See *Workers’ Compensation* for more information.

The LMT prepares your claim for benefits under the STD Plan. The case manager will contact your attending physician to obtain medical information about your disability and will call your manager to obtain a description of your job’s physical requirements as soon as possible. If the LMT does not receive your medical information from your physician within 21 days of the date you initially contact the LMT, your STD Plan benefits (i.e., pay) may be suspended until such information is received and reviewed. The LMT will notify you if your physician does not make your records available and you will then be responsible for contacting your physician for the necessary information. Claims must be substantiated within 21 days to avoid denial and disruption in your pay.

If Your Claim for STD Plan Benefits Is Approved

If your claim for STD Plan benefits is approved, the LMT will contact you, your manager and Human Resources department about the decision. Your case manager will periodically call you to discuss your progress. You will also be required to provide medical information about your continuing disability or changes in your condition. You may be asked to participate in an Independent Medical Examination (IME) by an independent physician (not affiliated with the LMT, you or your physician) for a second opinion at the company’s expense. If you do not participate in the IME when asked to do so, your STD Plan benefit payments may be suspended until the IME is performed.

If you have any questions or problems concerning an STD Plan claim, contact the LMT at 1-844-58CHUBB (1-844-582-4822).

If Your Claim for STD Plan Benefits Is Denied

If your claim for STD Plan benefits is denied, the LMT will contact you with an explanation regarding why your claim was not approved. The case manager will also notify your manager and Human Resources department about the decision. However, you should contact your HR representative and manager to discuss your employment status.

If your claim is denied, no future STD Plan benefits will be paid, and you must repay the company for any salary payments you already received while you were out of work. Payroll will calculate the amount of the overpayment and deduct that amount from your future paychecks. Alternatively, you may write a check, payable to the company, for the amount you must repay. The Payroll Department will contact you directly to discuss the overpayment and make the necessary payment arrangements.

If you disagree with the denial of your STD Plan claim, you may file a written appeal and request a formal review of your denial with the LMT. For information about Claims Review and Appeal Information, see the *Welfare Plan Administration SPD*. No additional STD payments will be made while your appeal is being considered.

When STD Plan Benefits Are Paid

After your claim for STD Plan benefits is approved, benefit payments begin retroactively to your first day of disability. Your STD Plan benefits continue for the entire approved disability period (to the Plan maximum) or until you return to your regular job, whichever is sooner.

You will receive your STD Plan benefits by mail or direct deposit on the same day you would receive your regular paycheck. The maximum benefit is 100% of your base pay as indicated in the table under the *Salary Replacement* section of this SPD.

Your STD Plan benefits are reported on your annual W-2 Form and are subject to federal, state, FICA and local income taxes. All other deductions (retirement, medical, etc.) generally continue for your entire period of approved STD unless you elect to make any allowable changes in accordance with a qualifying status change. Qualifying status changes can be found in the Welfare Plan Administration SPD, which can be found on The Village. If you work in a state with a mandatory state disability benefit, the state mandated portion may not count for retirement plan purposes.

Returning to Work

Transitional Work Arrangement

“Transitional work arrangement” refers to a temporary work assignment that enables a partially disabled employee to return to work with special assistance or job modifications. The work assignment may continue up to the maximum of 12 weeks. Under certain circumstances, if the employee is temporarily reassigned to accommodate a transitional work arrangement, the employee’s benefit will be adjusted so that total wages from the transitional work arrangement plus any disability benefits equal pre-disability pay.

In order for an employee to return to work with a partial disability, the employee must be able to work a minimum of 9 hours per week (based on a pre-disability part-time, benefits eligible work week) and 15 hours per week (based on a pre-disability full time 37.5 or 40 hour work week). If the employee is unable to work the applicable minimum hours per week, the employee will remain on total disability.

Part-time TWA may transition to part-time LTD at the end of the 26th week of STD. The LMT will be responsible for evaluating the restrictions/limitations to determine if job modifications can be accommodated. Upon approval of accommodations, the LMT will contact the manager to coordinate the transitional work arrangement

If the restrictions/limitations as outlined cannot be accommodated or there are circumstances where the physician is not releasing the employee to return to work (“RTW”) in a timely manner, the manager may be required to complete the Functional Job Analysis Form. The employee’s specific job duties can be provided to the physician to help facilitate RTW.

A TWA is designed to help accommodate your return to work and may include:

- Reassigned duties,
- Work site modifications,
- Flexible work arrangements,
- Job adaptations, or
- Special equipment devices.

To be considered for a TWA, you must be only partially disabled. You are considered to have a partial disability if you are able to perform at least 50% of the essential duties and at least 50% of your work day of your regular pre-disability position. Please note that in order to qualify for STD benefits, you must be fully disabled at the start of your disability. A TWA is not available at the start of your disability period.

Note: Each week that you are actively at work on a transitional work arrangement will count as a week of STD in determining the maximum 26-week period for STD Plan benefits.

Your TWA Benefits. During your TWA, you will receive at least 60% of your regular pre-disability pay. If you have at least one year of service with the company, your STD Plan benefits will be adjusted so that

the combination of your pay plus STD Plan benefits will equal, but not exceed, 100% of your regular pre-disability pay.

If you are on a TWA through Workers' Compensation, your STD Plan benefits may be coordinated for up to a maximum of twelve weeks. For more information, see the *Coordination with Other Disability Plans* section in this SPD.

If after twelve weeks, you are still in a TWA through Workers' Compensation, your STD Plan benefits will be adjusted to equal 100% of your pre-disability pay. You will receive the combination of your pay and the percentage of your Workers' Compensation benefit for the time you cannot work, plus your STD Plan benefits, which will equal but not exceed 100% of your pre-disability pay.

If You Refuse a TWA

If the case manager determines that you are eligible for a TWA and you refuse, your STD Plan benefits will stop.

Returning to Your Regular Job

If the case manager and your attending physician determine that you can return to your regular job, call your manager to report your return-to-work date. You should also call the LMT on your first day back to active service to confirm your return. To reach the LMT, call 1-844-58CHUBB(1-844-582-4822). All employees absent for more than 5 consecutive business days for their own medical condition will be required to provide a release to RTW note.

If You Do Not Return to Work After STD Plan Coverage Ends

If you are unable to return to work at the end of your approved STD Plan benefit period (the date determined by your attending physician and the case manager), you can request an extension of your STD Plan benefit period. Please note that your STD Plan benefit period cannot extend beyond 26 weeks, even with an extension. To request an extension of your STD Plan benefit period, contact your manager and the case manager at least three (3) days before your scheduled return-to-work date. After you talk with the case manager, you must advise your manager of your return to work status and extension request. Your case manager, assigned by the LMT, will contact your doctor to discuss your medical condition and will either approve or deny your request for an extension.

The case manager will contact you, your manager and your Human Resources representative regarding the approval or denial of the extension of your STD Plan benefit period. If your request is approved, the case manager will contact you, your manager, and your Human Resources representative, in writing, to notify all parties of the duration of the extension. If your request is denied, you should contact your manager to discuss your return to work.

If the case manager and your physician disagree about whether your disability should be extended, the case manager may request that you undergo an Independent Medical Examination (IME) for a second opinion. An independent doctor not affiliated with the LMT, you or your physician will perform the IME. The cost of the IME is at the company's expense. If you do not participate in the IME when asked to do so, your STD Plan benefit payments may be suspended until the IME is performed.

If the case manager and the independent physician determine that your covered disability period has ended, STD Plan benefit payments will stop at the end of the approved disability period. The case

manager will inform your manager and will provide you with a written explanation of why your extension request was denied.

Note: If for any reason you are not going to return to work on the date originally expected, it is your responsibility to contact your manager. If you fail to do so, your STD Plan benefit payments may be suspended until you contact your manager to discuss your employment status and/or return-to-work date. If an employee does not return to work as expected, the LMT will refer your case to Chubb Employee Relations. For Puerto Rico Chubb employees, the LMT will refer your case to local HR in Puerto Rico.

You have the right to appeal a denied request for an extension. For more information, see the *Receiving STD Plan Benefits* section in this SPD.

What the STD Plan Does Not Cover

This section lists the disabilities not covered under the STD Plan. This list may not cover all of the exclusions from the STD Plan.

The STD Plan does not cover the following:

- Any disability for which you are not being treated by a physician
- Any disability resulting from any act of declared or undeclared war
- Any disability resulting from commission of a felony
- Any disability caused by or contributed to by: war, whether or not declared, or act of war, insurrection, rebellion or terrorist act; active participation in a riot; commission of or attempt to commit or taking part in a felony; intentionally self-inflicted injury; or attempted suicide.
- Any disability resulting from injuries sustained or illnesses contracted during active military service
- Any period during which you fail to disclose a material fact or make a false statement in order to receive disability benefits
- Any period when you are on an unpaid leave of absence if the leave began prior to your disability (your STD Plan benefits would begin on the date you were scheduled to return to work from the unpaid leave of absence)
- Any period during which you engage in any other gainful employment (other than Chubb's TWA)
- Any disability that began following your termination of employment
- Any period during which the primary cause of disability is the result of cosmetic surgery, except approved reconstructive surgery
- Any period during which the primary cause of disability is the result of treatment or a surgical procedure that is not medically necessary
- Any period during which the primary diagnosis is stress and there is no clinical evidence to support a diagnosis of acute stress as described in the Diagnostic and Statistical Manual of Mental Disorders

When STD Plan Benefits End

Your STD Plan benefits end on the earliest of the date on which:

- You are no longer disabled and you are able to return to your regular, or similar, job (as determined by the case manager and attending physician)
- Your 26-week STD Plan benefit period ends
- You start to receive LTD benefits
- You discontinue medical treatment that is determined to be necessary by your attending physician and the case manager for your recovery
- You die
- You refuse, without proof of a medical reason, to fully cooperate in a TWA
- You fail to cooperate with the LMT in the administration of your claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due

Your STD Plan benefits will be suspended if medical evidence fails to show that you continue to have a covered disability. If you later provide medical evidence supporting your claim for STD Plan benefits, payments will resume.

Long-Term Disability (LTD)

LTD Plan benefits coordinate with STD Plan benefits to provide you with income throughout your covered disability. LTD Plan benefits begin after you have reached 180 days (26 weeks of STD Plan coverage).

Your LTD Plan Benefits

Basic LTD. Basic LTD Plan coverage provides you with² 60% of your monthly base pay, effective January 1, 2024, up to a maximum of \$25,000 per month for up to the maximum payment period, during your covered disability. A covered disability for purposes of your Basic LTD Plan coverage means that:

- **During your first 24 months of disability**, you are unable to perform the material duties of your current occupation or a qualified alternative;
- **After 24 months of disability**, you are considered disabled if you are unable to perform the material duties of any occupation you may qualify for through your education, training, or experience;

Supplemental LTD. You may also elect to enroll in Supplemental LTD Plan coverage. Your Supplemental Plan coverage, when combined with your Basic LTD Plan coverage, provides you with 60% of your combined monthly base pay, commissions and performance bonus. In other words, Supplemental LTD Plan coverage works the same as Basic LTD Plan coverage, except that you can replace 60% of the total of your combined base pay, commissions and performance bonus. A covered disability for purposes of your Supplemental LTD Plan coverage means that you are unable to perform all the material duties of your regular occupation or a qualified alternative. LTD Plan benefits are based on your base pay as of the January 1st immediately prior to your eligibility to receive LTD Plan benefit payments.

Maximum Payment Period

LTD Plan benefits (Basic and Supplemental) will be paid according to the following LTD Plan benefit schedule.

The Maximum Benefit Period under LTD is the later of:

| Age When LTD Plan Benefits Begin | Maximum LTD Plan Payment Period |
|---|--|
| Prior to 63 to Normal Retirement Age* | 42 months, if greater |
| 63 to Normal Retirement Age* | 36 months, if greater |
| 64 | 30 months |
| 65 | 24 months |
| 66 | 21 months |
| 67 | 18 months |
| 68 | 15 months |
| 69 and over | 12 months |

² The LTD Plan provides for a minimum monthly benefit of \$100 or 10% of your estimated monthly benefit, whichever is greater.

When LTD Plan Benefits Are Paid

Your LTD Plan benefits are paid monthly. If you receive LTD Plan benefits for less than one month, your benefits will be prorated.

Your Basic LTD Plan benefits are subject to federal, state and local income tax because these premiums are paid by the company on a before-tax basis. Supplemental LTD Plan coverage is paid for with after-tax dollars, however any Supplemental LTD Plan benefits you receive may be subject to income tax based upon IRS rules. These are outlined in the Supplemental LTD policy documents.

Disabilities Due to Mental Illness/Substance Abuse

If your covered disability is caused by mental illness or substance abuse — including alcohol, drug or substance abuse or addiction, mental or nervous disorder or disease that result from any cause except for neurocognitive disorders, schizophrenia or bipolar disorder) — your Basic and Supplemental LTD Plan coverage will be limited to a per occurrence maximum of either 24 months per occurrence for each period of disability during your lifetime or the Maximum Benefit Period, whichever is lesser. If you are confined in a hospital or mental health facility at the end of the time period discussed in this paragraph, you will continue to receive LTD benefits until the end of your hospital or mental health facility confinement.

If your covered disability is due to alcohol, drug or substance abuse or addiction, you will be required to participate in an alcohol, drug or substance addiction recovery program recommended by a physician. LTD benefits will end at either the end of such an addiction recovery program or the date you refuse to participate, cease or complete such a recovery program, whichever is earliest.

Disability Benefit Calculation

Your LTD Plan benefits are equal to:

- Your Gross Disability Benefit (60% of base pay) minus
- Other Income Benefits minus
- The Calculation for Optimum Ability (if applicable)

For purposes of this section:

“Base Pay” means your basic salary rate stated as a monthly amount. Variable pay means bonus and commission averaged for the 12 months just prior to the date of disability, or the months employed if less than 12 months.

“Optimum Ability” means the greatest extent of work you are able to do as determined by independent medical examination in consideration of your condition, and for which a suitable return-to-work position is offered by the company.

“Calculation for Optimum Ability” means the pay you could earn if you were working at Optimum Ability, minus any wage or pay for any work you performed for any employer during your disability, including commissions, bonus, overtime pay or other extra compensation.

See the *Reduced Benefits Due to Other Income* section in this SPD for an explanation of Other Income Benefits.

Examples of Your LTD Plan Benefits

To see how the Basic LTD Plan pays benefits, here's an example:

Suppose your base pay is \$35,000 each year, or \$2,917 per month. Your Basic LTD Plan coverage provides a benefit of 60% of your base pay, or \$1,750 per month, for up to the maximum payment period based on the LTD Plan schedule.

To see how the Supplemental LTD Plan pays benefits, here's an example:

Suppose you elected the Supplemental LTD Plan coverage. If your base pay is \$60,000 each year and your eligible variable pay is \$25,000 each year, the total of your combined base **plus** variable pay equals \$85,000 each year, or \$7,083 per month. Your Supplemental LTD Plan coverage, when combined with your Basic LTD Plan coverage, provides you with a benefit of 60% of your total pay (base plus variable), or \$4,250 per month, for up to the maximum payment period based on the LTD Plan schedule.

Keep in mind that if you are receiving benefits from another source — for example, as part of a rehabilitation plan, work incentive provision or benefits due to other income — your LTD Plan benefits would be adjusted or reduced by the amount of the benefits from another source. See the *Coordination with Other Benefits* section in this SPD.

Monthly Benefit Maximum

Effective January 1, 2024, the maximum monthly benefit payable under the Basic LTD Plan is \$25,000 per month. The maximum monthly benefit payable under the Supplemental LTD Plan remains \$30,000.

Receiving LTD Plan Benefits

If your STD Plan benefits continue for 120 days in a consecutive 12-month period, the LTD carrier's case manager will contact your attending physician to discuss the likelihood that your disability will extend beyond the 26-week STD Plan benefit period.

If your physician and the LTD case manager agree that you are a candidate for LTD Plan benefits, the carrier will send you a letter detailing the LTD Plan benefit application process.

If Your LTD Plan Claim Is Approved

The carrier will contact you in writing to verify that your claim for LTD Plan benefits has been approved. This notification will indicate the amount of your LTD Plan benefit payment and will include any necessary forms that you have to complete.

If your disability is expected to last more than 12 months or result in death, the LTD case manager may forward your case to a Social Security specialist at the carrier who will help you apply for Social Security benefits. As long as you follow the appropriate procedures, LTD Plan benefit payments will not be reduced by an assumed Social Security Disability benefit while you are waiting for a decision from the Social Security Administration. For more information, see the *Other Rules Affecting Disability* section in this SPD.

The LTD case manager may also recommend you for vocational rehabilitation.

At any time you may be required to submit updated medical information regarding your continuing disability or undergo an Independent Medical Examination at the company's expense. If you do not cooperate with this request, you will jeopardize your right to receive future LTD Plan benefits. LTD Plan benefit payments may also be delayed if your physician does not send information required to reevaluate your claim in a timely manner. Your physician may request that you complete an authorization form authorizing him to disclose your private health information.

If you have been receiving LTD Plan benefit payments for 24 months and the LTD case manager determines that you can return to work in any job for which you are suited through education, training or experience, your LTD Plan benefit payments may be discontinued. If you disagree with the decision, you may file a written appeal and request a formal review of your denial from the carrier.

If you have a question or problem concerning an LTD Plan claim, call the carrier at (800) 300-4296.

If Your LTD Plan Claim Is Denied

If your claim for LTD Plan benefits is denied at any time, the carrier will provide you with a notice. If you disagree with the denial of your LTD Plan claim, you may file a written appeal and request a formal review of your denial. For additional information about filing claims and appealing a claims denial of an LTD claim, see the *Welfare Plan Administration SPD*.

Rehabilitation During a Period of Disability

If the carrier determines that you are a suitable candidate for rehabilitation, you may be required to participate in an approved program as part of the Rehabilitation Plan. Your medical expense, education expense, moving expense, accommodation expense or family care expense may be paid by the carrier while you participate in the program.

If you do not fully cooperate in all required phases of the Rehabilitation Plan, LTD Plan payments will not be made and your LTD Plan coverage will end.

For more information about the Rehabilitation Plan, call the carrier at (800) 300-4296.

If You Die While Receiving LTD Plan Benefits

Survivor Benefit

In the event of your death, the Plan provides a survivor benefit in the amount of 100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.

Maximum Benefit Period: A single lump sum payment equal to 6 monthly Benefits.

The Insurance Company will pay a Survivor Benefit if an Employee dies while Monthly Benefits are payable. The Employee must have been continuously Disabled for the Survivor Benefit Waiting Period before the first benefit is payable. These benefits will be payable for the Maximum Benefit Period for Survivor Benefits.

Benefits will be paid to the Employee's Spouse. If there is no Spouse, benefits will be paid in equal shares to the Employee's surviving Children. If there are no Spouse and no Children, benefits will be paid

to the Employee's surviving Parents. If there are no Spouse, no Children and no Parents benefits will be paid to the Employee's estate.

"Spouse" means an Employee's lawful spouse. "Children" means an Employee's unmarried children under age 21 who are chiefly dependent upon the Employee for support and maintenance. The term includes a stepchild living with the Employee at the time of his or her death.

Waiver of Premium

If you are totally disabled and you are under age 65, and you are enrolled in the Supplemental Life Plan at the time of disability, you may qualify for a Waiver of Premium. This means your Supplemental Life Insurance coverage continues at no cost to you, until the earliest of:

- The date you are no longer totally disabled,
- The date you no longer qualify for Waiver of Premium (i.e., the date you reach age 70),
- The date you fail to provide proof of your continuing total disability, or
- The date you fail to submit to an independent medical exam when required by the carrier.

You are totally disabled when:

- You are not working at any job for wage or profit, and
- Due to sickness and/or injury, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably qualified by your education, training or experience.

In order to qualify for a Waiver of Premium, you must complete a Waiver of Premium Form and submit it to the carrier with written proof of the following conditions within 12 months from the 1st day of disability:

- You are totally disabled, and
- You have been totally disabled for at least nine months and your disability began before you reached your 65th birthday.

After the first year, you must provide written proof annually to the carrier that you continue to be totally disabled. For more information on what documents to provide, contact the Chubb HR Service Center at 1-844-58CHUBB (1-844-582-4822).

If you die during this period of total disability, the carrier will pay the Supplemental Life Insurance benefit in effect at the time of your death.

If you cease to qualify for a Waiver of Premium and your Supplemental Life Insurance coverage ends, you may be able to convert some or all of your coverage to an individual policy.

Returning to Work

Work Incentive Benefits

Your LTD Plan coverage includes a work incentive provision to assist you in returning to work. If an LTD specialist arranges your care, this program allows you to return to work to your optimum ability while disabled and continue to receive LTD Plan benefit payments.

The amount of your LTD Plan benefit under the program depends on how much you earn, when you return to work and how long you continue working.

- **During the first 12 months from your return to work** under the incentive program, your basic and any supplemental LTD Plan benefits will continue unchanged, as long as the sum of your monthly LTD Plan benefits, work incentive benefit earnings, and any other disability benefits does not exceed 100% of your pre-disability pay. If the amount does exceed 100% of your pre-disability pay, your monthly LTD Plan benefit will be reduced by the amount over 100%.
- **After 12 months from your return to work** under the work incentive program, your monthly LTD Plan benefit payment will be offset by 50% of your rehabilitation work incentive benefit earnings. The maximum combined amount that you can receive from all sources — your LTD Plan benefits, rehabilitation work incentive benefit earnings and other disability benefits — is 100% of your pre-disability pay. If the amount does exceed 100% of your pre-disability pay, your monthly LTD Plan benefit will be reduced by the amount over 100%.

LTD Transitional Work Arrangement

The company will make reasonable accommodations to help you ease back into your regular job. This may include:

- Reassigned duties,
- Work site modifications,
- Flexible work arrangements,
- Job adaptations, or
- Special equipment devices.

If you refuse to return to work under one of the LTD transitional work arrangements, your LTD Plan benefits will stop.

If You Do Not Return to Work

If you do not return to work after your claim for LTD Plan benefits ends or has been denied, the company will consider you to have resigned your employment.

What the LTD Plan Does Not Cover

This section lists the disabilities not covered under the LTD Plan. This list may not cover all of the exclusions from the LTD Plan.

The LTD Plan does not cover any disability caused by or contributed to by:

- war, whether or not declared, or act of war, insurrection, rebellion or terrorist act;
- your active participation in a riot;

- commission of or attempt to commit or taking part in a felony;
- intentionally self-inflicted injury; or,
- attempted suicide.

When LTD Plan Benefits End

| Age When LTD Plan Benefits Begin | Maximum LTD Plan Payment Period |
|---|--|
| Prior to 63 to Normal Retirement Age* | 42 months, if greater |
| 63 to Normal Retirement Age* | 36 months, if greater |
| 64 | 30 months |
| 65 | 24 months |
| 66 | 21 months |
| 67 | 18 months |
| 68 | 15 months |
| 69 and over | 12 months |

Your LTD Plan benefits will end on the earliest of the date on which:

- You are no longer disabled (as determined by the carrier),
- You discontinue medical treatment that is determined to be necessary by your attending physician and your LTD case manager for your recovery,
- You die,
- You earn 80% or more of your base pay (from sources other than the LTD Plan),
- You refuse, without proof of a medical reason, to fully cooperate in all required phases of the Rehabilitation Plan (benefits resume if you cooperate within 31 days of the date benefits end),
- You refuse, without proof of a medical reason, to fully cooperate in a TWA (benefits resume if you cooperate within 31 days of the date benefits end),
- You fail to cooperate with the carrier in the administration of your claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due, or
- At the end of maximum Benefit Period.

The Termination of Employment Date for an employee ending a long-term disability period is the date the employee no longer qualifies for disability benefits, the job search end date, or the retirement date (as described above). However, once the employee has been on Long-Term Disability for six (6) months (one year after the first day of absence) Chubb will engage in an interactive process with the employee to determine employment status. Long-term disability benefits will continue if the employee is still eligible under the plan.

Other Rules Affecting Your STD and LTD Plan Benefits

If you are on a leave of absence for longer than 30 days, paid time off (PTO) accrual will cease after sixty (60) days of leave. You will begin to accrue PTO again when you return to work. Refer to the Chubb US Paid Time Off (PTO) Policy on The Village for information on accrual and PTO.

Coordination With Other Disability Plans

The amount of your STD Plan and LTD Plan benefits will be reduced for benefits you are eligible to receive from other sources, such as federal Social Security disability benefits or state disability benefits.

To receive the maximum benefits available during your disability you should apply for benefits through each available Plan.

Reduced Benefits Due to Other Income

The amount of your STD Plan and LTD Plan benefits, when combined with income you (or your dependents) receive from other sources while on disability, cannot be greater than the amount available from the LTD Plan. Therefore, your disability benefits will be reduced by the amount of any other income benefits received.

Other income benefits include:

- Any amounts received under:
 - The Canada and Quebec Pension Plans
 - The Railroad Retirement Act
 - Any local, state, provincial or federal government disability or retirement plan or law with benefits payable for injury and sickness provided as a result of employment
 - Any work loss provision in mandatory “no-fault” auto insurance plans
 - Any Workers’ Compensation, occupational disease, unemployment compensation law or federal law payable for injury or sickness provided as a result of employment with the company, including all permanent and temporary disability benefits. (This includes any damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.)
- Any Social Security disability or retirement benefits you or any third party receives on your behalf or for your dependents; or which your dependents receive because of your entitlement to benefits
- Any retirement plan benefit funded by the company.
- Any benefits payable under any other group insurance or similar disability plans (if other insurance applies to the same claim for disability, and contains a similar provision for reduction of benefits, the LTD Plan will pay a pro rata share of the total claim)
- Any amounts paid because of loss of earnings, or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined
- Any disability earnings. (If the work incentive benefits provision applies to you, the LTD Plan will only reduce your benefits to the extent provided under this provision.)
- For STD benefits, any severance payments you receive under the Chubb US Severance Plan or the CICA Severance Plan.

Dependents include any person who receives benefits under any applicable law because of your entitlement to benefits.

Other income benefits do not have to be actually received for this provision to apply. If you request it, your LTD benefit will be reduced by the amount of federal Social Security Benefits you are estimated to receive. (See page 11 under ***If Your LTD Plan Claim is Approved*** regarding applying for Social Security Benefits). Disability earnings for work you perform while receiving disability benefits will not be considered if you:

- Provide satisfactory proof of application for other income benefits
- Sign a Reimbursement Agreement
- Provide satisfactory proof that all appeals for other income benefits have been made unless the carrier determines that further appeals are not likely to succeed
- Submit satisfactory proof that other income benefits were denied

The LTD Plan will not assume receipt of any pension or retirement benefits that are actuarially reduced according to applicable law, until you actually receive them.

If benefits from any other disability plans are paid to you in a lump sum, the company and the LTD carrier will consider them to be paid in monthly installments — prorated over the time the lump-sum payment was intended to cover.

Statutory Disability Programs

Certain states and municipalities provide statutory benefits in the case of disability. For example, California, Puerto Rico, New York, and New Jersey (among others) have mandated disability programs provided by the government. To check whether you are eligible for a statutory benefit, please call 1-844-58CHUBB (1-844-582-4822) to begin the process of submitting a claim, as described on page 9. Your Chubb STD benefits will be reduced by the amount of statutory benefit you are eligible for. If you choose not to apply for statutory benefits that you are eligible for, your Chubb benefit will still be reduced by the amount of statutory benefit you would have received had you applied.

If you work in Rhode Island, you will need to file a claim with the state disability authority. For LTD, the carrier will assist you with filing a claim for state-mandated benefits, if necessary. If you work in Puerto Rico, please contact your local Human Resources office. For other states with statutory disability programs, you should report your claim to the LTD carrier through the normal process.

Social Security

The STD and LTD Plans will assume that you are receiving any Social Security benefits for which you or your dependents may be eligible because of your disability. Your STD Plan and LTD Plan benefit will be reduced by the amount you and your dependents are eligible to receive from Social Security. If your disability is expected to last more than 12 months or result in death, the case manager may forward your case to a Social Security specialist within the LTD carrier who will help you apply for Social Security benefits. As long as you follow the appropriate procedures, LTD Plan benefit payments will not be reduced by an assumed Social Security Disability benefit while you are waiting for a decision from the Social Security Administration, unless you request this.

For this reason, it is important that you apply for any Social Security disability benefits for which you or your dependents may be eligible (the LTD carrier will assist you with any Social Security filings.)

If your original request for Social Security benefits is denied, you must appeal the denial and pursue benefits through the final appeal. If you do not appeal, your LTD Plan benefits will be reduced by an assumed amount of Social Security disability income until you provide proof that you have exhausted the final appeal process.

Workers' Compensation

Workers' Compensation is company-paid insurance designed to protect you if you are injured on the job or if you develop an illness as a result of work-related causes. Each state has laws that determine the amount of Workers' Compensation benefit payments you are entitled to receive and when and how payments are paid. Contact the Chubb Leave Management Team at **1-844-58CHUBB (1-844-582-4822)** or more information on Workers' Compensation.

Continuation of Other Benefits

While you are receiving STD Plan benefits, most of your company's benefits will continue unless you fail to pay any required premiums or until you are no longer disabled and do not return to work. While you are receiving Disability Plan benefits, medical and dental benefits will continue for two years unless you fail to pay the required premiums or until you are no longer disabled and do not return to work. For more information, see *What Happens When* located on The Village.

Payroll deductions for your benefits will continue while you receive STD Plan benefits, provided your benefit payments are sufficient to cover your share of the costs. Any remaining costs will be billed to you directly.

After you have been receiving LTD Plan benefits for 30 days, you will be billed directly for your other benefits. If you fail to pay the required premiums, your other benefits will be cancelled. However, upon your return to work, you may re-enroll in benefits within 31 days of your Qualified Life Status Change. See the *Plan Administration SPD* for a description of a Qualified Life Status Change.