

DISABILITY BENEFITS

GENERAL INFORMATION

GM offers you Sickness and Accident (S&A) benefits (short term) and Extended Disability Benefits (EDB) (long-term) to protect a portion of your income in the event that you are unable to work due to illness or injury. Once you are eligible, you will be automatically enrolled for coverage under the disability benefit programs.

UNDERSTANDING YOUR BENEFITS

If you are unable to work because of sickness or injury, weekly S&A benefits can provide you with income for up to 52 weeks. Certification of disability must be provided during the first seven days of disability by a physician legally licensed to practice medicine, a physician assistant, nurse practitioner, or a midwife (for birth of a child only). Certification by a psychiatrist is required under certain claim situations. Treatment must be provided by a legally licensed physician, physician assistant, nurse practitioner or psychologist.

S&A benefits may also be payable if you are (1) disabled from surgery for sterilization, or (2) hospitalized for testing to determine your suitability to be a donor for an organ or tissue transplant.

If you continue to be disabled after the period for which you are entitled to receive S&A benefits, you may be eligible for monthly EDB.

Eligibility

Traditional employees - S&A and EDB coverages begin the first day of the sixth month following the month in which your employment commences. If you are not at work on the day your S&A and EDB coverages otherwise would begin, these coverages begin the day you return to work. Enrollment is automatic once eligible.

In-Progression employees - If you were hired on or after October 16, 2007 as an In-Progression employee, S&A and EDB coverages are effective the day after you acquire one year of seniority. Enrollment is automatic once eligible.

Full-Time and Part-Time Temporary employees are not eligible.

HOW THE BENEFITS WORK

Application for Disability Benefits

To file a claim for disability benefits, you must call the GM Benefits & Services Center at 1-800-489-4646 and select "Disability" to be transferred to a Sedgwick Customer Service Associate; for hearing and/or speech support, call Sedgwick directly at 1-877-347-5225. You may also file a claim online. You and your attending physician must complete the claim forms and return them to the GM Benefits & Services Center as soon as possible.

Duration of Benefits

Traditional Employees

SICKNESS AND ACCIDENT (S&A) BENEFITS

Benefits are payable for up to 52 weeks. If you have less than 52 weeks of GM employment, benefits are payable on a time-for-time basis, which commences on your date of hire. This means benefits will be payable for a period equal to your length of employment (or your years of participation as defined under the Life and Disability Benefits Program, if longer) at the time you become disabled. If you have less than 52 weeks of employment when you become disabled, benefits may continue beyond the time-for-time period (but not beyond 52 weeks) while you are hospitalized, or while you are receiving workers compensation payments from GM.

EXTENDED DISABILITY BENEFITS (EDB)

Benefits are payable for a period based on your years of participation under the Life and Disability Benefits Program.

- If you have 10 or more years of participation when you become disabled, benefits are payable until recovery, but generally not beyond the end of the month in which you attain age 65.
- If you have less than 10 years of participation when you become disabled, benefits are payable until recovery, or, if less, for a period equal to your years of participation at the commencement of disability (less the period during which sickness and accident benefits are received), but generally not beyond the end of the month in which you attain age 65.

If you become disabled after age 63, you may receive extended disability benefits for a period of time beyond age 65.

In-Progression Employees

SICKNESS AND ACCIDENT (S&A) BENEFITS

S&A benefit duration is as follows:

- 1 year seniority, but less than 3 years seniority, up to 26 weeks
- 3 or more years seniority, up to 52 weeks

EXTENDED DISABILITY BENEFITS (EDB)

EDB duration is as follows:

- 1 year seniority or more, the lesser of recovery, death, 10 years or age 65

All other disability plan provisions as described in this SPD apply.

If your employment terminates for any reason while receiving S&A benefits, you will not be eligible to receive EDB.

General Information

SICKNESS AND ACCIDENT (S&A) BENEFITS

To receive benefits, you must be wholly and continuously disabled as a result of any injury or sickness so as to be prevented thereby from performing any and every duty of your occupation. You must provide medical evidence satisfactorily to the Carrier that substantiates total disability (Medical Substantiation). Absent Medical Substantiation, the claim for benefits will be denied. You must not be engaged in any employer or occupation for remuneration or pay which is the same or similar to your job classification duties, and which is inconsistent with your disability and/or restrictions. You must give written notice of any sickness or injury within 20 days after (1) the onset of the sickness, or (2) the accident causing your injury. Also, you must provide proof of your injury or sickness to the Carrier within 90 days after the termination of the period for which weekly benefits are payable.

EXTENDED DISABILITY BENEFITS (EDB)

To receive benefits, you must (1) not be regularly employed, and (2) be totally disabled so as to be unable to perform any job at the plant or plants where you have seniority. In addition, you must provide medical evidence satisfactory to the Carrier that substantiates total disability (Medical Substantiation). Absent Medical Substantiation the claim for benefits will be denied.

Commencement of Benefits

SICKNESS AND ACCIDENT (S&A) BENEFITS

In case of sickness, benefits begin (1) after a waiting period of seven days, (2) when hospitalized, including observation stays of 24 or more hours, or (3) when confined in an approved substance abuse treatment facility.

Benefits can begin the day after surgery in case of outpatient surgery where a surgical benefit of \$25, or more, is payable under the Health Care Program. In addition, if you undergo oral or maxillofacial surgery performed by a Doctor of Dental Surgery (DDS) that is medically substantiated, the waiting period will not extend beyond the day of surgery.

If you return to work before the end of the maximum period for which you are eligible to receive S&A benefits and are absent again within three months because of the same or a related disability, benefits resume where they left off. For example, if you were disabled and received S&A benefits for 20 weeks, returned to work and then became disabled again 8 weeks later from the same or similar condition, you would be eligible for 32 additional weeks of benefits, without a new waiting period. If your second absence results from a different condition, the first absence does not affect the benefits or waiting period, if any, for the second absence.

Reductions in Benefits

SICKNESS AND ACCIDENT (S&A) BENEFITS

S&A benefits are reduced by: (1) primary Social Security Disability Insurance Benefits (SSDIB) or unreduced Social Security Retirement Insurance Benefits (including retroactive amounts paid for the same period of disability), (2) certain Workers’ Compensation payments, and (3) any Unemployment Compensation payments to which you are entitled for the same period you receive S&A Benefits. You may be required to apply for SSDIB if your disability is expected to continue for 52 weeks, or longer.

EXTENDED DISABILITY BENEFITS (EDB)

EDB are reduced by any benefit for which you are eligible under any GM Pension Plan or Retirement Program. In addition, governmental benefits such as Workers’ Compensation, certain Social Security benefits, or any federal or state lost-time disability benefits, are deductible. Increases in any of these benefits payable after EDB commence will not be deducted unless the increase represents an adjustment in the original determination of the amount of such benefit. A retroactive award of such benefits creates an overpayment of EDB which were paid for the same period of disability. You will be required to apply for Social Security Disability Insurance Benefits (SSDIB) under a special procedure designed to handle the offset of SSDIB against Extended Disability Benefits. You also will be required to repay any overpayment incurred due to receipt of a SSDIB award.

Examinations to Verify Disability

You may be required to be examined by an impartial doctor, clinic, or other medical authority, for the purpose of verifying disability at any time you may be eligible to receive S&A or EDB. Generally, if you are found able to work, your benefits will be discontinued. Failure to report for the examination may affect any eligibility you may have for benefits. Upon request, you will be reimbursed the rate allowable by the IRS, for travel to and from the examination, if your residence is more than 30 miles (one-way) from the examiner’s office.

Schedule of Disability Benefits

SCHEDULE OF DISABILITY BENEFITS FOR EMPLOYEES AT WORK ON OR AFTER NOVEMBER 20, 2023			
Base Hourly Rate ¹⁶	Weekly Sickness and Accident Benefit (Maximum 52 Weeks) ¹⁷	Monthly Extended Disability Benefit	
		Schedule I	Schedule II ¹⁸
\$	\$	\$	\$
Under - 21.29	505	1,865	2,050
21.30 - 21.64	515	1,900	2,085
21.65 - 21.99	525	1,930	2,120
22.00 - 22.34	530	1,960	2,150
22.35 - 22.69	540	1,990	2,185
22.70 - 23.04	550	2,020	2,220
23.05 - 23.39	555	2,055	2,255
23.40 - 23.74	565	2,085	2,290

SCHEDULE OF DISABILITY BENEFITS FOR EMPLOYEES AT WORK ON OR AFTER NOVEMBER 20, 2023			
Base Hourly Rate ¹⁶	Weekly Sickness and Accident Benefit (Maximum 52 Weeks) ¹⁷	Monthly Extended Disability Benefit	
		Schedule I	Schedule II ¹⁸
\$	\$	\$	\$
23.75 - 24.09	575	2,115	2,320
24.10 - 24.44	585	2,145	2,355
24.45 - 24.79	590	2,175	2,390
24.80 - 25.14	600	2,205	2,425
25.15 - 25.49	610	2,240	2,460
25.50 - 25.84	615	2,270	2,490
25.85 - 26.19	625	2,300	2,525
26.20 - 26.54	635	2,330	2,560
26.55 - 26.89	640	2,360	2,595
26.90 - 27.24	650	2,395	2,630
27.25 - 27.59	660	2,425	2,660
27.60 - 27.94	665	2,455	2,695
27.95 - 28.29	675	2,485	2,730
28.30 - 28.64	685	2,515	2,765
28.65 - 28.99	690	2,550	2,795
29.00 - 29.34	700	2,580	2,830
29.35 - 29.69	710	2,610	2,865
29.70 - 30.04	715	2,640	2,900
30.05 - 30.39	725	2,670	2,935
30.40 - 30.74	735	2,700	2,965
30.75 - 31.09	740	2,735	3,000
31.10 - 31.44	750	2,765	3,035
31.45 - 31.79	760	2,795	3,070
31.80 - 32.14	765	2,825	3,105
32.15 - 32.49	775	2,855	3,135
32.50 - 32.84	785	2,890	3,170
32.85 - 33.19	795	2,920	3,205
33.20 - 33.54	800	2,950	3,240
33.55 - 33.89	810	2,980	3,275
33.90 - 34.24	820	3,010	3,305
34.25 - 34.59	825	3,045	3,340
34.60 - 34.94	835	3,075	3,375
34.95 - 35.29	845	3,105	3,410
35.30 - 35.64	850	3,135	3,445
35.65 - 35.99	860	3,165	3,475
36.00 - 36.34	870	3,195	3,510
36.35 - 36.69	875	3,230	3,545
36.70 - 37.04	885	3,260	3,580
37.05 - 37.39	895	3,290	3,615

**SCHEDULE OF DISABILITY BENEFITS
FOR EMPLOYEES AT WORK ON OR AFTER
NOVEMBER 20, 2023**

Base Hourly Rate ¹⁶	Weekly Sickness and Accident Benefit (Maximum 52 Weeks) ¹⁷	Monthly Extended Disability Benefit	
		Schedule I	Schedule II ¹⁸
\$	\$	\$	\$
37.40 - 37.74	900	3,320	3,645
37.75 - 38.09	910	3,350	3,680
38.10 - 38.44	920	3,385	3,715
38.45 - 38.79	925	3,415	3,750
38.80 - 39.14	935	3,445	3,785
39.15 - 39.49	945	3,475	3,815
39.50 - 39.84	950	3,505	3,850
39.85 - 40.19	960	3,540	3,885
40.20 - 40.54	970	3,570	3,920
40.55 - 40.89	975	3,600	3,955
40.90 - 41.24	985	3,630	3,985
41.25 - 41.59	995	3,660	4,020
41.60 - 41.94	1,000	3,690	4,055
41.95 - 42.29	1,010	3,725	4,090
42.30 - 42.64	1,020	3,755	4,120
42.65 - 42.99	1,030	3,785	4,155
43.00 - 43.34	1,035	3,815	4,190
43.35 - 43.69	1,045	3,845	4,225
43.70 - 44.04	1,055	3,880	4,260
44.05 - 44.39	1,060	3,910	4,290
44.40 - 44.74	1,070	3,940	4,325
44.75 - 45.09	1,080	3,970	4,360
45.10 - 45.44	1,085	4,000	4,395
45.45 - 45.79	1,095	4,035	4,430
45.80 - 46.14	1,105	4,065	4,460
46.15 - 46.49	1,110	4,095	4,495
46.50 - 46.84	1,120	4,125	4,530
46.85 - 47.19	1,130	4,155	4,565
47.20 - 47.54	1,135	4,190	4,600
47.55 - 47.89	1,145	4,220	4,630
47.90 - 48.24	1,155	4,250	4,665
48.25 - 48.59	1,160	4,280	4,700
48.60 - 48.94	1,170	4,310	4,735
48.95 - 49.29	1,180	4,340	4,770
49.30 - 49.64	1,185	4,375	4,800
49.65 - 49.99	1,195	4,405	4,835
50.00 - 50.34	1,205	4,435	4,870
50.35 - 50.69	1,210	4,465	4,905
50.70 - 51.04	1,220	4,495	4,940

SCHEDULE OF DISABILITY BENEFITS FOR EMPLOYEES AT WORK ON OR AFTER NOVEMBER 20, 2023			
Base Hourly Rate ¹⁶	Weekly Sickness and Accident Benefit (Maximum 52 Weeks) ¹⁷	Monthly Extended Disability Benefit	
		Schedule I	Schedule II ¹⁸
\$	\$	\$	\$
51.05 - 51.39	1,230	4,530	4,970
51.40 - 51.74	1,240	4,560	5,005
51.75 - 52.09	1,245	4,590	5,040
52.10 - 52.44	1,255	4,620	5,075
52.45 - 52.79	1,265	4,650	5,110
52.80 - 53.14	1,270	4,685	5,140
53.15 - 53.49	1,280	4,715	5,140
53.50 & Over	1,290	4,745	5,210

PLAN LIMITATIONS

Disqualification, Ineligibility, Denial, Loss, Forfeiture, Suspension, Offset, Reduction or Recovery of Benefits

The following circumstances may result in disqualification, ineligibility, denial, loss, offset, suspension, reduction or recovery of benefits. The circumstances include but are not limited to: insufficient credited service; break in seniority; Impartial Medical Opinion Examinations; offset due to Social Security, Workers' Compensation and retirement benefits; failure to comply with Program eligibility rules; falsification of disability claim forms; discharge; gainful employment; termination of the Plan; any benefit Plan overpayments due to any reason subject to any applicable limitations; quit; discharge; and end of continuance period.

Disability Benefit Laws

In certain states, employees in hourly positions may be eligible under a statutory disability benefits law for disability benefits for time lost from work. If you are an employee working in California, New Jersey or New York, certain modifications in your S&A benefits during disability are explained below.

¹⁶ For this purpose, Base Hourly Rate includes premium for necessary continuous 7-day operations, but does not include overtime, night shift premium, or any cost-of-living allowance.

¹⁷ Weekly Sickness and Accident Benefits will be adjusted for disability occurring prior to the day one year of seniority is attained. [See Article II, Section 6(e)].

¹⁸ Schedule II applies to eligible employees who on their last day worked preceding a continuous period of disability have 10 or more Years of Participation under the Plan. Schedule I applies to all other employees eligible for Extended Disability Benefits. Eligible In-Progression employees will receive Extended Disability Benefits based on the amount provided for in Schedule II and the years of Participation restrictions stated in such Schedule II shall be disregarded for such eligible employees.

If any federal or state legislation is in effect or is enacted or amended to provide disability benefits similar to those described in this SPD, appropriate modifications may be made in the benefits provided under the Program. Accordingly, if you are an employee working in the state of California, New Jersey or New York, your benefits are the same as for any other GM employee except as set forth below. You are not required to contribute for disability benefits coverage provided in accordance with the state of commonwealth law.

EMPLOYEES IN CALIFORNIA

As an employee in the state of California, you are automatically covered, as of the date you are hired, for disability benefits under the State Plan provided by the California Unemployment Insurance Code. These benefits are described in the State Plan folder, DE-2515, issued by the California Employment Development Department. A copy of this document will be given to you.

If you become disabled, you should file a claim form DE-2501 at once with the Employment Development Department. Failure to file your claim immediately could result in a loss of benefits. After you file a claim under the State Plan, the Employment Development Department will furnish you with a "Notice of Computation," with respect to your eligibility for benefits under the State Plan. This "Notice of Computation" should be referred at once to the [GM Benefits & Services Center](#) for determination as to whether supplemental S&A benefits may be payable under Life and Disability Benefits Program.

EMPLOYEES IN NEW JERSEY

As an employee in the state of New Jersey, you are automatically covered, as of your first day of work for GM, for disability benefits under the GM Private Plan, in accordance with the New Jersey Temporary Disability Benefits Law. These benefits are outlined in the bulletin board notice posted in your employing location.

If you leave GM, your coverage under the GM Private Plan will remain in force for up to two weeks following the date you last work, if you are still unemployed.

EMPLOYEES IN NEW YORK

As an employee in the state of New York, you are automatically covered, as of your first day at work for GM, for disability benefits under the GM Private Plan, in accordance with the New York Disability Benefits Law.

To receive Private Plan benefits, you must give written notice and proof of disability within 30 days after the commencement of disability.

If you leave GM, your coverage under the GM Private Plan will remain in force for up to 28 consecutive calendar days following the date you last work, if you are still unemployed.

APPEALS

Appeal of a Denied Disability Claim

Eligibility for benefits will be determined and the claim application will be processed by the Carrier. You will be notified of benefits paid or, if the application for benefits is denied in whole or in part, written notice of such denial will be provided within a reasonable time but not later than 90 days (unless special circumstances require an extension), or 45 days in the case of a claim for disability benefits (unless special circumstances require an extension), following receipt of the claim application. The notice will include specific reasons for the denial and will refer to the Plan provisions upon which the denial is based. The notice will also include a description of any additional information that may be needed if the claim is to be resubmitted and an explanation of the procedure to be followed to have the claim reviewed if the claim has been denied.

To afford you a means by which you can seek review and possible reconsideration of a disability claim, denied by the Carrier, internal procedures of GM will provide a procedure as follows:

You will have at least 180 days, but in no event more than 210 days, following receipt of the formal notification letter from the Carrier by which you will be advised of the reasons for the denial of the claim, to request in writing to have the claim reviewed.

The request for review should be submitted in writing directly to the Carrier. As part of the review, you may submit any data or written comments to support the claim.

A written decision on your request will be furnished within a reasonable time but not later than 45 days (90 days if special circumstances require an extension of time and written notice of the need of an extension is provided) after the request for review is received. This written decision on the review will include specific reasons for the decision and will set forth specific reference to Plan provisions upon which the decision is based.

If you are not satisfied with the decision of the Carrier under the appeal procedure described above, GM provides for an additional voluntary level of review as detailed in Steps 1 through 6 described below. As part of the review, you may submit any data or written comments to support the claim.

Any decision resulting from this voluntary procedure is intended to be final and binding upon GM, the Union if applicable, the Carrier and you. Pursuant to ERISA, you may seek court review subject to the above.

Voluntary Review of Denied Disability Claims

To afford yourself a means by which you can seek review and possible reconsideration of a denied claim for disability benefits, internal procedures of GM will provide a procedure along the following lines:

With respect to claims denied by the Carrier:

Step 1: Following receipt of the formal notification letter from the Carrier by which you are advised of the reasons for the denial of your disability claim, you may request the representative whom your local union has designated to discuss Life and Disability Benefits Program matters to review the reasons for the denial with the management representative.

Step 2: The management representative will review your case with the local union benefit representative. If needed, more details with respect to the reasons for the denial will be obtained from the Carrier by the management representative and, if appropriate, the management representative will advise what, if anything, you can do to support the claim for payment of benefits. At this meeting, there will be furnished to the local union benefit representative copies of all of the material pertinent to the claim which the Carrier has made available for examination.

Step 3: If after discussion with the management representative, the local union benefit representative contests the position of the Carrier as reflected by the management representative, the local union representative may refer the case on an appeal form provided for that purpose to the International Union for review with GM. A copy of such appeal form shall be presented to the management representative. The case should be referred to the International Union for review within 90 days after receipt of the appeal form as provided by the management representative. An extension of time will be allowed if needed.

Step 4: The International Union will notify GM within 60 days of its intent to review a case on a Step 4 appeal form provided for such purpose. An extension of time will be allowed if needed. GM will request a review by the Carrier and a peer to peer opinion review in the case of a disability appeal. GM will attempt to resolve the case with the International Union by providing a written answer with respect to the Carrier's determination on such form.

Step 5: If GM and the International Union are unable to resolve their differences, GM, upon written request of the International Union, will request a review within 60 days by the Carrier. Such request to the Carrier will be in writing and will incorporate the Union's position. An extension of time will be allowed if needed. The Carrier's review of the claim will be conducted by a committee of three employees of the Carrier, at least one of whom shall be an officer of the Carrier. A 5th Step meeting will take place with a representative of the International Union, GM and the Carrier to discuss the claim under consideration.

Step 6: The Carrier will report to the International Union and to GM its action as the result of such review.

In conjunction with the additional voluntary level of review for disability claims described above

- (i) the Program waives any right to assert that a claimant has failed to exhaust administrative remedies because the claimant did not elect to submit a benefit dispute to such additional voluntary level of review, and
- (ii) the Program agrees that any statute of limitations or other defense based on timeliness is tolled during the time such additional voluntary review is pending.

Information regarding any undue delay in the issuance of a S&A benefit check, in the release of a determination by the Carrier with respect to a suspended claim, lack of coverage, insufficient payment of a claim, or an anticipated claim, may be requested by the local union benefit representative in the same manner as set forth in Steps 1 and 2 of the procedure outlined herein. In such instances, the management representative shall expedite either the benefit check or the Carrier determination, or shall provide the requested information with respect to lack of coverage, insufficient payment of a claim, or an anticipated claim. Any such issue which cannot be resolved locally may be appealed as set forth in Step 4 of the procedure outlined herein.