

PENSION PLAN

GENERAL INFORMATION

Overview

The Pension Plan section is for employees hired (1) on or prior to October 15, 2007 and/or (2) under the terms of a Memorandum of Understanding between the union and GM. This section provides you with information as it relates to the GM Hourly-Rate Employees Pension Plan, referred to as “the Plan.” Information covered in this area includes contact information, eligibility, vesting, credited service, survivor coverages, calculation of the monthly benefit and commencement of your retirement benefit. This section represents a summary of information that may be helpful and is not a replacement for the terms and conditions agreed to by the parties under the Agreement.

For all others who are not covered under the Plan, please refer to the [Personal Savings Plan](#) section.

Note: All retirements are voluntary under the Plan and provide post-employment, lifetime monthly benefits. In the event of death of the employee or retiree, it may provide eligible survivors with lifetime pension survivor benefits.

Common Terms

Basic Benefit – The monthly benefit payable under the Plan for the lifetime of a retired or separated employee, including a benefit reduced by a percentage because of early retirement.

Benefit Class Code – Based on the table in Appendix A of the Plan, the Benefit Class Code is determined on the basis of the maximum base hourly rate for the job classification you held for the greatest number of calendar days during the 24 consecutive months immediately preceding your last day worked.

Basic Benefit Rate – The negotiated rate tied to your Benefit Class Code on your last day of employment.

Benefit Commencement Date (BCD) – The date you commence your monthly pension benefits.

Credited Service (CS) – Credited service shall be computed for each calendar year for each employee participating in the Plan based on total hours compensated by any plant or division of General Motors LLC during such calendar year while the employee has unbroken seniority. Any calendar year in which the employee has 1700 or more compensated hours shall be counted as a full calendar year. Where the employee’s compensated hours are less than 1,700 hours, a proportionate credit shall be given to the nearest 1/10 of a year.

Contingent Annuitant Option (CA) – Provides a lifetime survivor benefit to any person (spouse or non-spouse) you designate.

Deferred Vested Benefits – Pension Plan vested benefits that are payable at a future date to eligible former employees who were not retirement eligible at the time they separated employment.

ERISA – The Employee Retirement Income Security Act of 1974, is a federal law that sets standards of protection for individuals provided private-sector health care, defined contribution and defined benefit plans.

Spouse – Includes the parties to a marriage of two persons of the opposite sex or of two persons of the same sex provided the marriage was lawful in the jurisdiction in which it occurred. If a marriage was lawful in the jurisdiction in which it occurred, it will be deemed lawful for plan administration purposes thereafter regardless of whether the Participant or spouse later establish residence or become domiciled in a jurisdiction in which such marriage is not recognized or is otherwise deemed unlawful.

Surviving Spouse Coverage – The normal form of payment under the Plan for married participants. If you have been married for twelve months or more on your elected BCD, this form of payment is automatic and provides an ongoing lifetime benefit to your eligible spouse in the event of your death.

Total and Permanent Disability Retirement (T&PD) – Disability form of retirement under the Plan for employees prior to age 65.

UNDERSTANDING YOUR BENEFITS

Eligibility for Participation in the Plan

Traditional and In-Progression employees – If you were hired (1) on or before October 15, 2007 and/or (2) under the terms of a Memorandum of Understanding between the union and GM, you are eligible to participate in the Pension Plan. If you were hired after October 15, 2007, please refer to the [Personal Savings Plan](#).

Full-Time and Part-Time Temporary employees are not eligible for the Pension Plan; please refer to the [Personal Savings Plan](#).

Eligibility for Retirement

The Pension Plan provides certain monthly pension benefits when you retire with five (5) or more years of credited service. All retirements are voluntary under the Plan and provide eligible employees or their eligible survivors with lifetime monthly benefits.

Normal Retirement – At age 65, you may elect to retire with any amount of credited service.

Early voluntary retirement – You may also elect to retire prior to age 65 as follows:

- as early as age 60 and prior to age 65 with 10 or more years of credited service, or
- as early as age 55 and prior to age 60, if your years of credited service and age total 85 or more, or
- at any age if you have 30 or more years of credited service.

Mutually satisfactory retirement – You may also elect to retire under the mutually satisfactory provisions of the Plan as early as age 55 (age 50 in the closing of a “remote” plant or under a negotiated special separation program) and prior to age 65 with 10 or more years of credited service, if you are otherwise eligible, are not working at another GM location and meet all other required Standards.

Total and Permanent Disability (T&PD) retirement – You may be eligible to apply for a Total and Permanent Disability Retirement at any age prior to age 65 with 10 or more years of credited service if you become totally and permanently disabled. You must be an active employee of GM to apply. This type of retirement requires an application and GM medical approval. It provides lifetime monthly Pension benefits in accordance with the Plan. In addition, you are required to report to the GM Benefits & Services Center your eligibility for Social Security Disability Insurance (SSDIB) Benefits to avoid a pension overpayment.

Credited Service

Any calendar year in which you have 1,700 compensated hours will count as a full year of credited service. Holiday pay, jury duty pay, bereavement pay and vacation pay are included in compensated hours. If you have less than 1,700 compensated hours, you will receive proportionate credit, to the nearest 1/10 of a year, based on your compensated hours. An employee is limited to earning a maximum of one year of credited service for each calendar year, with the exception being eligible Foundry service. When service is coordinated with another pension plan resulting from a special agreement, an employee may accrue no more than one year of service between the plans in a given calendar year. No service can be earned after retirement.

In determining your credited service, hours at premium pay are considered as straight-time hours.

If you are on an approved military leave, or on a disability leave and receive Workers' Compensation, you may receive credited service for such absence.

You are eligible for credited service for each calendar week of sick leave or layoff in a year during which you receive pay for 170 or more hours. After 1970, up to 1,530 hours may be credited for a sick leave or layoff, which continues into the following year. An employee placed on layoff on or after March 1, 1982, with 10 or more years of seniority, may be credited with up to 1,700 additional hours for the period of continuous absence due to the layoff.

If you are on leave from work, on or after October 1, 1993, for reasons established under the Family and Medical Leave Act of 1993, your absence may be counted to prevent a break in "service."

For retirement with benefits payable commencing on or after October 1, 2007, your credited service for the period prior to January 1, 1996 will not be less than seniority as of December 31, 1995.

Foundry/Asbestos Service

An employee who at retirement has more than 10 years of credited service accrued on certain job classifications in foundry or asbestos operations, at designated GM locations, will receive additional credited service.

Loss of Credited Service

You will lose all credited service under the Pension Plan if you quit, are discharged, or break seniority for any other reason. However, if you have worked one hour on or after January 1, 1989, and you have 5 or more years of credited service, your pension benefits are vested. If you are vested and are re-employed by GM, your credited service will be reinstated, upon making proper application. If you have prior credited service, which has not been reinstated, you should contact the [GM Benefits & Services Center](#).

Credited Service Information

Credited service information may be obtained at any time by accessing your records online via gmbenefits.com or by calling the [GM Benefits & Services Center](#). If you believe your credited service information is incorrect you may request a credited service audit. Audits are restricted to a maximum of one per year.

Alternative “Service” to Determine Vested Pension

If you break seniority before age 65 and have less than 5 years of credited service, but have 5 years of “service,” as determined below, you would be eligible for a vested pension benefit. For example, if you have only 4 years of credited service, but have 5 years of “service,” the 5 years “service” would provide you with a vested pension benefit. However, the monthly benefit amount would be based on 4 years of credited service.

You first become eligible to be covered for the “service” provision when you (1) attain age 21, or (2) complete 1 year of “service,” whichever is later. You receive 1 year of “service” when you complete 750 hours of “service” in a 12 consecutive month period, beginning with your employment commencement date. You complete an hour of “service” for each hour for which you are paid by GM for working, or for having been entitled to work.

No “service” is granted for any (1) period of employment prior to age 18, or (2) year in which you are paid by GM for working less than 750 hours.

A 1-year break in “service” will occur if you do not complete 375 hours of “service” in any 12 consecutive month period. Hours paid for vacation and sickness or disability, which are not worked, may be counted to prevent a break in “service.” In addition, certain periods of absence due to pregnancy, birth of a child, adoption or child care immediately following birth or placement of a child related to adoption, may be counted after October 1, 1985, to prevent a break in “service.” You will lose your years of “service” if the number of consecutive 1-year breaks equals, or exceeds, the greater of (1) the aggregate years of “service” you had before such break, or (2) 5 years.

HOW THE PLAN WORKS

Retirement at Age 62 or Later

Your monthly basic (lifetime) pension benefit is determined by your basic benefit rate times your years of credited service.

Your basic benefit rate is based on your benefit class code and your retirement date. Your benefit class code is determined by the maximum base hourly rate for the job classification you held for the greatest number of calendar days during the 24 consecutive months immediately preceding your last day worked (per the following table).

	For Job Classification Having a Maximum Base Hourly Rate of	Benefit Class Code
On or after October 1, 2023 but prior to October 1, 2024	Less than \$35.21	A
	\$35.21 but less than \$35.55	B
	\$35.55 but less than \$37.00	C
	\$37.00 and over	D
On or after October 1, 2024 but prior to October 1, 2025	Less than \$36.27	A
	\$36.27 but less than \$36.62	B
	\$36.62 but less than \$38.11	C
	\$38.11 and over	D
On or after October 1, 2025 but prior to October 1, 2026	Less than \$37.35	A
	\$37.35 but less than \$37.72	B
	\$37.72 but less than \$39.25	C
	\$39.25 and over	D
On or after October 1, 2026 but prior to October 1, 2027	Less than \$38.47	A
	\$38.47 but less than \$38.85	B
	\$38.85 but less than \$40.43	C
	\$40.43 and over	D
On or after October 1, 2027	Less than \$40.40	A
	\$40.40 but less than \$40.79	B
	\$40.79 but less than \$42.45	C
	\$42.45 and over	D

Basic Benefit Rates – Based on your Benefit Class Code, your Basic Benefit Rate is taken from the table below.

Retirement With Benefits Payable Commencing	Benefit Class Code	10/01/23 and After
October 1, 2023 and After		\$
	A	58.55
	B	58.80
	C	59.05
	D	59.30

For example, an employee with a Benefit Class Code of C with 30 years of credited service who retires at age 62, would receive a monthly basic benefit as follows:

Basic Benefit Rate	\$59.05
Years of Credited Service	X 30
Monthly Basic Benefit	\$1,771.50

Early Voluntary Retirement – Prior to Age 62

If You Have 30 or More Years of Credited Service

Until age 62 and one month, your monthly basic benefit amount will be reduced for age. The reduced basic benefit will be supplemented so that you will have a total monthly benefit amount as shown in the following table:

Retirement Date and Total Monthly Benefit Amount for Determining Early Retirement Supplement (ERS) Prior to Age 62 and One Month	
October 1, 2023 or After	\$3,465

Continuing the previous example, if the employee retired at age 55 with 30 years of service and a benefit class code of C, their pension calculation would be made up of the following basic benefit and ERS:

Monthly Unreduced Basic Benefit	\$ 1,771.50
(total benefit after age 62 and one month)	
(times) Age Reduction Percentage	<u>X 57.9%</u>
(equals) Reduced Monthly Benefit	\$ 1,025.69
Early Retirement Supplement Max Rate	\$ 3,465.00
(total benefit prior to age 62 and one month)	
(minus) Reduced Monthly Benefit	- <u>\$ 1,025.69</u>
(equals) Early Retirement Supplement	\$ 2,439.31

At age 62 and one month, the early retirement supplement will cease and monthly basic benefits, no longer will be reduced because of your age at retirement.

Therefore, under the example above you will receive an unreduced basic benefit of \$1,771.50 at age 62 and one month.

If You Retire with Less Than 30 Years of Credited Service

If you retire voluntarily before age 62 and one month with less than 30 years of credited service, you will receive a monthly basic benefit. This basic benefit amount will be reduced for age at retirement. In addition, if you are at least age 60 with 10 or more years of credited service or have 85 points (age plus credited service), you will receive a monthly “interim” supplement, payable until age 62 and one month. The amount of this supplement is based on your age at retirement, as follows:

	Monthly Amount ²³ and Effective Date of Interim Supplement Payable Prior to Age 62 and One Month for Each Year of Credited Service
Age at Retirement	October 1, 2023 or After
	\$
55	24.70
56	29.20
57	35.25
58	41.30
59	46.15
60/61	53.40

At age 62 and one month, the interim supplement will cease, and you will continue to receive a monthly basic benefit. Your monthly basic benefit will continue to be reduced for age if your age and credited service at retirement total less than 85 points. However, if your age and credited service at retirement total 85 points or more then beginning at age 62 and one month, your monthly basic benefit is unreduced for age.

“Early Retirement” and “Interim” Supplements – Limitations

If you retire voluntarily and become eligible for a Social Security Disability Insurance Benefit (SSDIB), your monthly ERS and Interim Supplements will be reduced by the temporary benefit amount in effect at the time of your SSDIB award. This temporary benefit amount will be calculated in the same manner as described in the section titled [Mutually Satisfactory Retirement](#).

Mutually Satisfactory Retirement (MSR) and Total & Permanent Disability (T&PD) Retirement

Mutually Satisfactory Retirement

You may be eligible for a mutually satisfactory retirement as early as age 55 (age 50 in the event of a closing of a GM plant in an area where no other GM plant is located), if you are otherwise eligible and meet all the required Standards set forth in the Pension Plan. In such event, you will receive a monthly basic benefit unreduced for age.

²³ Prorated for intermediate ages computed on the basis of the number of complete calendar months by which you are under the age you will attain on your next birthday.

In addition to the monthly basic benefit, you may receive a monthly temporary benefit until you reach age 62 and one month. The amount of your monthly temporary benefit will be based on your years of credited service, up to 30, and your retirement date, as shown in the chart below.

If you retire with 30 or more years of credited service, you also could receive a monthly early retirement supplement, payable until age 62 and one month.

Retirement Date	Monthly Temporary Benefit	
	Per Year of Credited Service	Maximum
October 1, 2023 or After	\$56.20	\$1,686.00

Total and Permanent Disability (T&PD) Retirement

You may be eligible, upon application and GM Medical approval, for a monthly Total and Permanent Disability (T&PD) pension benefit. To be eligible, you (1) need to be currently employed with at least 10 years of credited service, (2) must be under the age of 65, and (3) must have been on a disability leave for at least five months (except in the case of an occupational injury or disease or in the case of a terminal condition).

If you are approved and voluntarily elect to retire under the T&PD provisions, this type of retirement will be reclassified as a Normal retirement upon your attainment of age 65.

Your T&PD benefit will cease, if you either (1) recover from total and permanent disability, or (2) become gainfully employed for purposes other than rehabilitation. (Except for purposes of rehabilitation or employment necessary to avoid a reduction or termination of Workers' Compensation benefits under state law).

Your monthly basic benefit under a T&PD retirement is equal to your basic benefit rate multiplied by your credited service and is unreduced for age. In addition, if Social Security determines that you are not eligible for disability benefits under the Social Security Act, you may receive a monthly temporary benefit until you reach age 62 and one month.

This monthly temporary benefit will be calculated in the same way as for retirement under mutually satisfactory conditions, as described previously. The temporary benefit is payable to the earlier of (1) age 62 and one month or (2) upon your receipt of a SSDIB benefit. You are required to notify the GM Benefits & Services Center if you are awarded SSDIB as it impacts the payment of your Temporary Benefit and Early Retirement Supplement.

If you have 30 or more years of credited service, you also may be eligible to receive a monthly early retirement supplement, payable to age 62 and one month. The Early Retirement Supplement (ERS) will be reduced by any temporary benefit you may be eligible to receive.

Providing Benefits for Surviving Spouse in the Event of Your Death After Retirement

Surviving Spouse Coverage

Under ERISA, if you are married when you retire (and have passed the one-year anniversary of your marriage), you are required to provide a pension survivor benefit to your spouse, unless your spouse waives the benefit by providing a signed notarized form acceptable to the Plan administrator. Under the GM Pension Plan, the 65% Surviving Spouse Annuity is the normal form for a married retiree. It is a monthly benefit payable to you which is reduced for the cost of providing an ongoing monthly benefit to your spouse if your spouse is still living when you die. In addition, an employee separated with deferred vested benefits has automatic surviving spouse protection at commencement of vested benefits. If this coverage is waived, it will not be available in the future, and, if you predecease your spouse, your spouse will not receive any surviving spouse benefits.

You may also elect the Surviving Spouse Coverage if you are married less than one year at your retirement. If you make this election, the Surviving Spouse Coverage will become effective on the one-year anniversary date of your marriage. Survivor benefits will not be payable unless (1) you have been married to your spouse for one year, and (2) you and your spouse both are living on the date the coverage otherwise would be effective.

If you elect the Surviving Spouse Coverage (including automatically electing the option), your monthly benefit will be reduced for the cost of the coverage. The cost is based upon the difference between your age and that of your spouse, as follows:

- The cost of the coverage is 5%, if yours and your spouse's dates of birth are within five years of each other.
- The cost increases by one-half ($\frac{1}{2}$) percent for each 12 months in excess of five years that your age exceeds your spouse's age.
- The cost decreases by one-half ($\frac{1}{2}$) percent for each 12 months in excess of five years that your spouse's age exceeds your age. The minimum cost is zero.
- The cost is calculated against the basic benefit you are otherwise eligible to receive at redetermination (age 62 and one month).

Contingent Annuitant Option

If you retire under a normal or early retirement, or as a T&PD Retirement or with a deferred vested benefit, you may elect instead a Contingent Annuitant Option. The Contingent Annuitant Option provides a survivor benefit to any person (spouse or non-spouse) that you designate and is available in lieu of the surviving spouse coverage (if applicable). If you are married at the time of your retirement, written notarized consent of your spouse, on a form acceptable to the Plan administration, must be obtained.

50% Joint and Survivor Coverage

If you retire due to total and permanent disability before age 55 with less than 30 years of credited service, your spouse will be covered under the 50% Joint and Survivor coverage. It is automatic unless rejected and payable to the spouse when the deceased employee would have turned age 55. Coverage cost is calculated actuarially.

These survivor benefits can be rejected by a married employee only with the written consent of the spouse, witnessed by a notary public, during the 90 days prior to its effective date. If rejected and you predecease your spouse prior to obtaining age 55, your spouse will not receive any surviving spouse benefits.

If living, upon obtaining the age of 55, the survivor coverage as described above is automatic unless rejected.

Marriage/Remarriage

If you marry or remarry after retirement and you had not previously rejected the survivor coverage when it was available to you, you may elect the surviving spouse coverage with respect to your new spouse. To elect the coverage, you must contact the [GM Benefits & Services Center](#) prior to the date you have been married 18 months. Provided eligibility is met, the applicable reduction in your monthly basic benefit will commence effective with the one-year anniversary of your marriage or remarriage. In all cases, the Surviving Spouse Coverage will provide benefits under the terms and conditions of the Plan which are in effect at the time that you retire.

In no event shall such coverage be effective if you previously rejected survivor coverage. If you terminate employment with a deferred vested benefit (not retirement eligible), you are not eligible to elect surviving spouse coverage for a marriage that occurred after you had commenced your pension benefit.

Military

An employee on an approved United States military leave who dies while in active service, will be treated as having returned to work the day before their date of death for purposes of determining survivor benefits, if applicable.

Other Benefit Program Coverages Impacted with Retirement

Workers' Compensation Offset

Workers' Compensation benefits paid to retired employees may be deducted from GM pension benefits otherwise payable. No such deduction will be made where Workers' Compensation payments are paid under a claim filed within two years after breaking seniority.

Effective January 1, 2010, for employees who are injured and retire prior to January 1, 2010, Michigan Workers' Compensation payments for such employees shall be reduced by disability retirement benefits payable under the GM Hourly-Rate Employees Pension Plan to the extent that the combined Workers Compensation payments, initial Social Security Disability Insurance Benefit amount, and the initial disability retirement benefit (per week) exceed the employee's gross Average Weekly Wage at the time of injury. In no event shall such reduction be greater than the disability retirement benefit payable. Additionally, for employees who retire on and after January 1, 2010, Michigan Workers' Compensation payments shall be reduced by pension or retirement, payments made under the GM Hourly-Rate Employees Pension Plan.

Social Security

Social Security benefits are in addition to your GM lifetime pension benefits. You and GM contribute equally to the cost of your Social Security benefits. Your share of the cost is deducted from your pay.

Your GM basic pension benefits are not affected by your eligibility for Social Security old-age benefits. However, any supplement and temporary benefit is reduced, or eliminated, when you become eligible for Social Security Disability Benefits. You are responsible for contacting the Social Security Administration to learn more regarding applying for Social Security benefits.

MAKING APPLICATION

You may apply for pension benefits by contacting the [GM Benefits & Services Center](#). You should contact the GM Benefits & Services Center at least 30 days but no more than 180 days prior to your benefit commencement date.

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; Impartial Total & Permanent Disability Retirement Examinations; offsets due to Social Security, Workers' Compensation; failure to comply with Program eligibility rules; gainful employment; termination of the Plan; tax levy; any benefit Plan overpayments due to any reason subject to any applicable limitations.
- Supplements are not payable to you if you are discharged.
- If the total of your monthly benefits exceeds 70% of your final monthly base pay, the monthly Early Retirement Supplement or Interim Supplement will be reduced to the extent required so that such benefits would equal 70% of your final base pay.
- If you retire voluntarily and become eligible for Social Security Disability Insurance Benefits (SSDIB), your monthly supplement will be reduced by the Temporary Benefit amount in effect at the date of your SSDIB award.
- Supplements are payable only if you retire within five years of your last day worked for GM.
- If you have any outstanding disability benefit overpayments under the Life and Disability Benefits Program, you are eligible to receive only 50% of the amount of any otherwise applicable increase to your monthly basic benefit in effect on or after January 1, 2008.

In the event, a court determines that an employee, surviving spouse, or lawfully designated payee to whom a benefit is payable under the Plan lacks the capacity to handle their own affairs due to illness, accident, or other infirmity, any monthly pension or survivor benefit payable under the Pension Plan may be paid to any person or party the court has granted authority to receive the Pension benefit on behalf of the employee, surviving spouse, or lawfully designated alternate payee.

Deferred Vested Pension, if Separated

Applicable to employees who hired on or prior to October 15, 2007, if you (1) lose your credited service for any reason other than retirement, and (2) have at least 5 years of credited service or “service,” you will be eligible for a deferred vested pension benefit. The benefit is payable at age 65 without reduction. It is payable after age 55, and prior to age 65, on a reduced basis. You may apply for the deferred vested pension benefit within 60 days of your earliest eligibility, or at any time thereafter.

Eligibility for a deferred vested pension is not affected by receipt of a Separation Payment under the SUB Plan, nor is any Separation Payment affected by eligibility for a deferred vested pension.

Your monthly pension benefit, commencing at age 65, will be based on the deferred vested basic benefit rate in effect for your job classification on the date your seniority is broken, times your years of credited service.

If you are eligible for only deferred vested pension benefits, you are not eligible to elect surviving spouse coverage for a marriage that occurs after you have commenced your pension benefit.

Upon separation from the Company, it is important to ensure that the GM Benefits & Services Center is promptly informed of any changes to your address of record. This is necessary to receive Plan notices regarding your vested pension benefit.

APPEALS

If your application for benefits is denied in whole or in part, the following procedure is to be utilized:

1. Any employee who disputes a determination with respect to such employee’s (i) age, (ii) credited service under the Pension Plan, (iii) computation of pension benefits or supplements under the Pension Plan, (iv) partial or complete suspension of supplements, or (v) whether such employee is engaged in gainful employment except for purposes of rehabilitation, or for purposes of avoiding a reduction or elimination of Worker’s Compensation benefits under state law, may file with the GM Benefits & Services Center a written claim on form BA 1, “Employee Claim to Pension Committee.” Such claim shall be filed within 60 days of receipt of such determination.
2. In all cases where the employee has filed a claim on form BA 1, the Pension Committee shall review such claim with the employee, return one copy of form BA 1 to the employee, with a written answer to the claim.
3. If the employee is not satisfied with the answer, such employee may request the Pension Committee, in writing on form BA 1, to refer the case to the Board for decision. Such claim shall be filed with the Pension Committee within 60 days of the employee’s receipt of such answer. The Pension committee shall then forward form BA 1, with material pertinent to the case and the answer to the employee’s claim’s, to the Board.

4. If the Pension Committee should fail to agree upon the disposition of any application or authorization, or of any claim filed by employee, the case shall be referred to the Board for determination on form BA 2, "Notice of Appeal to the Board of Administration." A written signed statement setting forth all the facts and circumstances surrounding the case, and any material pertinent to the case, shall accompany the referral. Such statement may be submitted jointly by the members of the Pension Committee or separate signed statements may be submitted provided such statements are exchanged by the Pension Committee members prior to being submitted to the Board.
5. All material with respect to cases referred to the Board shall be submitted in duplicate and shall be mailed to the Secretary, Pension Board of Administration.
6. The Board shall advise the Pension Committee in writing of the disposition of any case referred to the Board by the Pension Committee. The Pension Committee shall forward a copy of such disposition to the employee. Each such ruling shall be final and binding on the Union and its members, the employee or employees involved, and on the Company, subject only to the arbitrary and capricious standard of judicial review.
7. Forms BA 1 and BA 2, for each appeal must be requested from the Secretary, Pension Board of Administration.
8. Issues involving mutual retirement are not subject to review by the Pension Board of Administration but will be subject to review by the Plan Administrator.

Please send all materials and requests in writing to, either the Secretary, Pension Board of Administration or to the Plan Administrator at: General Motors LLC Global Headquarters, Mail Code 482-C36-D48, 300 Renaissance Center, Detroit, MI 48265-3000.

Appeal of Initial/Voluntary Determination of Total and Permanent Disability (T&PD) Retirement

Initial T&PD Appeal

If the employee is denied a T&PD retirement during any stage of the application or appeal process, including during the Impartial Medical Examination, due to medical disqualification as defined in Article II, Section 3(b) of the Plan, the employee will be notified of the denial. The denial notice will:

- (a) provide the specific reason(s) for the denial,
- (b) make specific reference to the pertinent Plan provision(s) upon which the denial is based,
- (c) describe any additional material or information necessary and why such material or information is needed,
- (d) describe the Plan's claim review procedures and the time limits applicable to such procedures, including a statement of the employee's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal,
- (e) include a statement that the employee is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits,

- (f) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the determination, (A) either describe the specific rule, guideline, protocol, or other similar criterion or include a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other similar criterion will be provided free of charge upon request, or (B) include a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist,
- (g) if the adverse determination is based upon a medical necessity or experimental treatment or similar exclusion or limit, include either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the employee's medical circumstances or a statement that such explanation will be provided free of charge upon request, and
- (h) a discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - (i) the views presented by the employee to the Plan of health care professionals who treated the employee and vocational professionals who evaluated the employee;
 - (ii) the identity and views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - (iii) a disability determination made on the employee's behalf by the Social Security Administration, presented by the employee to the Plan.

The notification provided under the foregoing paragraph will be provided in a culturally and linguistically appropriate manner, as stated under Department of Labor regulation 29 CFR Section 2560.503-1(o).

The employee will have at least 180 days, but in no event more than 210 days, following receipt of the denial to appeal such denial by writing to the Plan Administrator at P.O. Box 5078, Southfield, MI 48086-5078. The Plan Administrator has the authority to construe and interpret Plan language and render decisions on behalf of the Company. The employee should include in the appeal the reason(s) the employee believes the application was improperly denied, along with any additional comments, documents and medical records relating to the employee's appeal. If the employee is denied a T&PD retirement for reasons other than medical disqualification, the employee may appeal by initiating the procedure set forth in Section K of the Pension Plan Appendix D within the 180-day period, including the 180th day. The response to the appeal will be provided 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.

The GM Medical Director will evaluate the medical information pertaining to the employee's T&PD appeal and make a determination in accordance with the provisions of the Plan, provided they were neither the individual who made the initial claim denial that is subject to the appeal, nor the subordinate of such individual. The GM Medical Director has discretionary authority in this process to construe, interpret and make medical evaluation on behalf of General Motors regarding the employee's T&PD application.

The Plan will identify any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the benefit denial whether or not such advice was relied upon in making the benefit determination.

The Plan Administrator will advise the employee of the appeal determination on form HRP-21B, "Plan Administrator's Appeal Determination of Total and Permanent Disability," 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 employee's appeal is received, a copy of form HRP-21B will be provided to the Union member of the Pension Committee. Upon written request, the employee may request, free of charge, copies of relevant documents, records and other pertinent information pertaining to their appeal.

In the event the employee's appeal is denied, in whole or in part, the employee may follow the Voluntary Appeal Process under Appendix D, Paragraph B(3)(e)(3) of the Pension Plan or the employee has the right to bring civil action under Section 502(a) of the Employee Retirement Income Security Act (ERISA) of 1974.

Voluntary Appeal Process (Must go through the Initial Appeal first)

If the employee or the Union member of the Pension Committee disagrees with the GM Medical Director's determination regarding medical disqualification for a T&PD retirement, an appeal of such determination may be made in writing to the GM Benefits & Services Center within 30 days, including the 30th day, of receipt of the determination on form HRP-21B, "Plan Administrator's Appeal Determination of Total and Permanent Disability." A copy of form HRP-21B will be provided to the Union member of the Pension Committee. The Pension Committee shall then designate a clinic in the area, which is on the approved list (Appendix D-1) or identify an impartial medical specialist to examine the employee and determine whether the employee is totally and permanently disabled pursuant to Article II, Section 3(b) of the Pension Plan.

Mileage reimbursement

Prior to the clinic examination referred to above, the GM Benefits & Services Center will prepare form HRP-21, "Determination of Total and Permanent Disability," and will furnish one copy to the clinic, one copy to the employee and one copy to the Union member of the Pension Committee. An employee, whose General Motors LLC employing unit is more than 30 miles one way from the clinic in the area on the approved list designated by the Pension Committee to examine the employee to make a determination as to whether the employee is totally and permanently disabled, will be reimbursed, upon written request, for miles actually driven from the employee's residence to such clinic and back, using the most direct route available. Such rate will be based on the Internal Revenue Service (IRS) mileage rate.

The clinic, after examining the employee, shall make a determination if the employee is totally and permanently disabled. Such determination shall decide the question and shall be final and binding on the employee, the Company and the Union. Pursuant to ERISA, the employee may seek court review subject to the above.

Upon receipt of any clinic determination, the GM Benefits & Services Center will complete form HRP-21A, "Notice of Clinic Determination – Total and Permanent Disability," furnish copies to the employee and the Union member of the Pension Committee and retain a copy in the employee's pension file. If the clinic determination is that the employee is not totally and permanently disabled, form HRP-21A shall instruct such employee to report to the Plant Medical Director for examination.

If the clinic, after examining the employee, determines that the employee is not totally and permanently disabled, the Plant Medical Director will examine the employee to determine whether the employee is able to perform a job in the plant. Where the employee has no home unit, the clinic

determination will be final and binding on the employee, the Company, and the Union. The employee's name will be submitted to the National Employee Placement Center for placement.

If the Plant Medical Director, after examining the employee, determines that the employee is able to perform a job in the plant, the employee will be deemed by the Company not to be totally and permanently disabled within the meaning of the Pension Plan. Such job will be identified in writing to the employee with a copy to the Union member of the Pension Committee.

If the Plant Medical Director, after examining the employee, determines that the employee is not able to perform any job in the plant, the employee will be deemed by the Company to be totally and permanently disabled within the meaning of the Pension Plan.

In connection with this Voluntary Appeal Process, the Plan waives the right to assert that an employee has failed to exhaust administrative remedies because the employee did not elect to submit their appeal to this voluntary level of appeal. The Plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time the voluntary appeal is pending.

If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, it will provide the employee with such new or additional evidence, without request, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow the employee time to respond.

Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide the employee with a copy of the rationale at no cost. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow the employee time to respond.

ADDITIONAL INFORMATION

Qualified Domestic Relations Order (QDRO)

Qualified Domestic Relations Order (QDRO), as defined in section 414(p) of the Code, shall mean any judgment, decree, or order (including approval of a property settlement agreement) which: (i) relates to the provisions of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a participant's; and (ii) is made pursuant to a state domestic relations law (including a community property law).

In an event of a divorce, you may submit a Domestic Relations Order (DRO) for review to: GM Benefits & Services Center, P.O. Box 770001, Cincinnati, OH 45277-0066. The GM Benefits & Services Center will review your DRO and determine if it meets the requirements to be Qualified.

When you and your legal representative are drafting a DRO, you may consult the QDRO website (qdro.fidelity.com/), which contains the Plan's QDRO Approval Guidelines and Procedures, a glossary of terms, frequently asked questions and QDRO examples.

The submission of DROs for qualification to the Plan during the retirement process might result in a delay in receiving pension payments during the segregation and review period. Payments to a plan participant and/or alternate payee could be postponed for up to 18 months (after the Plan receives the order), pending the determination of the segregation of benefits.

Pension Survivor Benefits

Death Prior to Retirement – If Eligible to Retire

The surviving spouse of an employee who dies before retirement may be eligible for a lifetime monthly benefit under the Pension Plan. To be eligible, the surviving spouse must have been married to the deceased employee at least one year prior to the employee's death. This benefit is available if the deceased employee prior to death would have been either immediately eligible to retire voluntarily (reference below) or approved to retire under the total and permanent disability retirement provisions under the Pension Plan.

To retire under the Hourly Pension Plan's voluntary provisions, the deceased employee must have met one of the following retirement criteria prior to their death:

- Age 65 or older, or
- Age 60 or older with 10 or more years of credited service, or
- Age 55 or older with years of age and credited service totaling 85 or more, or
- Any age with 30 or more years of credited service

The monthly benefit for the eligible survivor is determined as though the employee had retired voluntarily on the date of death and had not rejected the pension survivor coverage. This survivor benefit amount would be the same as under the survivor coverage available during retirement.

Note: The requirement for an employee to be on a disability leave for five months in order for the spouse to be eligible for pension benefits is waived if the employee's death was directly or indirectly a result of the condition for which the disability leave was granted.

Retirement Equity Act (REA) of 1984-Pre-Retirement Survivor Protection for Death Prior to Retirement – If Not Eligible to Retire

If an employee dies before retirement and was not eligible to retire voluntarily immediately prior to death, pre-retirement survivor coverage can provide a monthly income for life to the eligible surviving spouse, provided:

- The employee has at least 5 years of credited service.
- The spouse has been married to the employee for at least one year immediately prior to the employee's death.

An employee separated with deferred vested benefits has this pre-retirement survivor coverage in effect until commencement of deferred vested benefits.

Any monthly benefit amount payable to an eligible surviving spouse is based on the monthly deferred vested benefit amount that would have been payable at age 65 to the deceased employee.

The amount payable to an eligible surviving spouse is equal to 50% of the deferred vested benefit amount. The pre-retirement survivor benefit can be commenced, unreduced for age, when the deceased employee would have attained age 65 or reduced for age, any month after the deceased employee would have attained age 55.

Survivor Benefits After Retirement

If you have (1) been married at least one year when the survivor coverage becomes effective (generally at retirement), and (2) not rejected the coverage with your spouse's written consent, a lifetime monthly benefit will be provided automatically for your surviving spouse in the event of your death. An employee separated with deferred vested benefits will receive information about this coverage when benefits commence. To provide a survivor benefit, there will be a reduction in the amount of your lifetime monthly basic benefit.

If Your Spouse Dies or You Are Divorced After Retirement

You may revoke the regular survivor coverage after it becomes effective if (1) your designated spouse dies, or (2) you are divorced by final court decree and a Qualified Domestic Relations Order (QDRO) so provides. If you revoke this coverage, your Basic Benefit would be restored to the amount payable without the coverage. Restoration is effective after proper notice and documents are received by the Company. Your previously designated survivor no longer will be eligible for a benefit following your revocation. You must contact the [GM Benefits & Services Center](#) if you wish to revoke the survivor coverage.

If you have a [Qualified Domestic Relations Order](#), you should send it to: GM Benefits & Services Center, P.O. Box 770001, Cincinnati, OH 45277-0066

If You Marry After Retirement

If you marry or remarry after retirement and you had not previously rejected the surviving spouse coverage when it was available to you, you may elect the surviving spouse coverage with respect to your new spouse. To elect the coverage, you must contact the GM Benefit Services Center prior to the date you have been married 18 months. Provided eligibility is met, the applicable reduction in your monthly basic benefit will commence effective with the one-year anniversary of your marriage or remarriage. In no event shall such coverage be effective if you previously rejected survivor coverage.

Note: Adding your spouse to your UAW retiree health care coverage through the URMBT will not provide them with surviving spouse coverage under your pension plan benefit.

Note: If there is a former spouse who has a pension benefit entitlement from your pension, there may be restrictions to adding a new spouse or limiting the new spouse's entitlement. It is advisable to review the terms of the qualified domestic order with your legal advisor.

The following chart provides answers to some of the more common questions asked about pension survivor coverage.

QUESTIONS	ANSWERS
PRE-RETIREMENT	
Is the pre-retirement survivor benefit the same as the regular surviving spouse benefit?	No. The pre-retirement survivor benefit is 50% of your age 65 deferred vested benefit. The regular, post-employment, survivor benefit is 65% of your reduced age 62 basic benefit.
How do I elect the pre-retirement survivor coverage?	The pre-retirement survivor coverage is automatic. You do not need to elect it.
How long is the pre-retirement survivor coverage in effect?	The pre-retirement survivor coverage is in effect until you become eligible for the regular survivor coverage. The regular survivor coverage is available, unreduced for age when you would have attained age 65 or is available, reduced for age, after the date you would have attained age 55, the earliest age at which you would be eligible to retire voluntarily.
POST-EMPLOYMENT	
When does regular survivor coverage become effective?	The regular survivor coverage becomes effective at the latest of: (1) your retirement, (2) one year of marriage, if married when the coverage otherwise would have been effective, or (3) your attainment of age 55 following disability retirement with less than 30 years of service.
What information must I supply to GM?	Proof of your marriage, proof of your spouse's age and your spouse's Social Security number.
What would be the reduction in my basic pension benefit while I am living if my spouse and I are within five years of the same age?	5% of your age 62 basic pension benefit.
What would be the reduction if my spouse is more or less than five years younger than I am?	The 5% reduction would increase or decrease by ½% for each 12 months of age difference in excess of five years.
What monthly benefit would be payable to my surviving spouse after my death?	The regular survivor benefit is 65% of your reduced age 62 basic benefit.
Can I revoke the regular survivor coverage after I retire if (1) my spouse dies, or (2) we are divorced?	Yes, in both cases. To do so, you must provide GM (1) a copy of the death certificate, or (2) a Qualified Domestic Relations Order which provides for the revocation of the coverage.
If I remarry after I retire, may I elect the regular survivor coverage for my new spouse?	Yes, provided you previously had not rejected the regular survivor coverage when it was available to you. You must apply prior to the date you have been married 18 months for the coverage to be effective.

Joint and Survivor Coverage

If you retire due to total and permanent disability, before age 55 with less than 30 years of credited service, joint and survivor (J&S) coverage will be provided automatically for your spouse. The J&S coverage would pay your spouse 50% of your actuarially reduced monthly benefit, in the event you die before your spouse. The automatic survivor coverage may be waived during the 90 days prior to its effective date, by specific written rejection which includes written consent of your spouse witnessed by a Notary Public.

The J&S coverage is applicable only if you are married (1) on the date the coverage becomes effective, and (2) throughout the one-year period ending on the date of your death. J&S benefit payments to your survivor commence on the first of the month following the month you would have attained age 55.

You can revoke the J&S coverage after it becomes effective if (1) your spouse dies, or (2) you are divorced by final court decree and a Qualified Domestic Relations Order so provides. Otherwise, this coverage cannot be canceled until you attain age 55.

The regular surviving spouse coverage becomes available on the first of the month following your attainment of age 55, whether or not you reject the J&S coverage. This means that you may (1) reject the J&S coverage prior to age 55, and (2) still be eligible for the regular survivor coverage at age 55.

CONTINGENT ANNUITANT OPTION

If you retire under a normal or early retirement, as a T&PD Retirement or with a deferred vested benefit, you may elect instead a Contingent Annuitant Option. The Contingent Annuitant Option provides a survivor benefit to any person (spouse or non-spouse) that you designate and is available in lieu of the surviving spouse coverage (if applicable). If you are married at the time of your retirement, written notarized consent of your spouse on a form acceptable to the Plan administration must be obtained.

If you retire under normal or early retirement provisions, the monthly benefit payable after your death to your designated contingent annuitant can equal any amount, in 5% increments, up to and including 100% of your actuarially reduced age 62 basic benefit. For T&PD Retirements or deferred vested retirement benefits, only a 75% Contingent Annuitant Option is applicable. While you are living, your monthly basic benefit will be reduced by an actuarial value in order to provide this contingent annuitant benefit.

Once effective, the Contingent Annuitant Option can only be rescinded in the case where you were unmarried at the time of retirement and subsequently marry. You may rescind your designated contingent annuitant in order to elect surviving spouse coverage for your new spouse upon submission of evidence, satisfactory to the Company, of the good health of your contingent annuitant and yourself. Designation of a contingent annuitant under the Pension Plan does not create eligibility for any other benefit Plan or Program.

3.GM-H-425C.109