Long Term Disability Coverage

Highlights

Life changes when you suffer a disability — especially when that disability prevents you from returning to work. If you become partially or totally disabled, Turner’s Long Term Disability coverage provides partial income protection to you and your family if you become totally disabled and cannot work at your regular job (disability means own occupation for 24 months and then any occupation thereafter; executives are maximum own occupation) for more than 3 months.

Plan Overview

<table>
<thead>
<tr>
<th>Who is eligible?</th>
<th>You, if you are a regular, salaried Turner employee who is regularly scheduled to work at least 20 hours per week.</th>
</tr>
</thead>
<tbody>
<tr>
<td>When are you eligible?</td>
<td>The first of the month following or coincident with the date you become an eligible employee.</td>
</tr>
<tr>
<td>Do you need to enroll?</td>
<td>You are automatically enrolled in coverage in the amount of 60% of annual base salary.</td>
</tr>
<tr>
<td>Who pays the cost?</td>
<td>Turner pays the cost of your Long Term Disability coverage.</td>
</tr>
<tr>
<td>When do LTD Benefits begin?</td>
<td>After a 90-day waiting period, or the end of Short Term Disability, whichever is greater.</td>
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</table>

Turner automatically provides coverage in the amount of 60% of your annual base salary if you are an eligible employee. Base salary includes your monthly salary before your total disability, excluding overtime pay or extra compensation, bonuses, and commissions.

Coverage Amount

<table>
<thead>
<tr>
<th>Coverage Amount</th>
<th>Maximum Monthly Benefits</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>60% of annual base salary</td>
<td>$25,000 – Executives</td>
<td>Automatic</td>
</tr>
<tr>
<td></td>
<td>$15,000 – All Others</td>
<td>Company paid¹</td>
</tr>
</tbody>
</table>

¹ Your taxable income is increased by the total amount of the total amount of the premiums paid by Turner (see Cost section on page 115).

Please refer to the Administrative Information section of this Summary Plan Description for additional information on claims procedures, plan administration, your rights under the plan, and Turner’s rights under the plan, including the ability to amend or terminate the plan or any component of it at any time in accordance with applicable law and the discretion to interpret all plan documents and make factual determinations. If there is a conflict between this Summary Plan Description and the official plan documents, the plan documents will govern.

The Benefits

If you are eligible for LTD benefits, you may receive 60% of your base salary after you are totally or partially disabled for 90 consecutive days and your short term disability ends.

Your LTD benefits are reduced by any other qualifying (i) earnings from any form of employment, including severance, and (ii) benefits you receive or are eligible to receive, as specified in the disability policy, including amounts from Social Security (individual and family), Worker’s Compensation, unemployment benefits, disability benefits, or retirement payments from the company’s pension plan, and the amount of any disability benefits from state disability or any other company or government-sponsored plan. Your minimum monthly benefit is $100 or 10% of your gross monthly benefit, whichever is greater. The maximum monthly benefit is $25,000. You are considered totally disabled under the Long Term Disability Program when it is determined by the Plan Administrator that you are unable to perform the material and substantial duties of your own occupation due to the injury or illness for more than 90 consecutive days.

After 24 months of payments, you are totally disabled for purposes of the program when the Plan Administrator determines that, due to the same sickness or injury, you are unable to perform the duties of any gainful occupation for which you are reasonably suited by education, training or experience.

As long as you remain totally disabled, Long Term Disability coverage pays income benefits for the maximum benefit period shown in the chart on the following page.
<table>
<thead>
<tr>
<th>Age at Disability</th>
<th>Maximum Benefit Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 60</td>
<td>Greater of SSNRA* or to age 65 (but not less than 5 years)</td>
</tr>
<tr>
<td>60</td>
<td>60 months</td>
</tr>
<tr>
<td>61</td>
<td>48 months</td>
</tr>
<tr>
<td>62</td>
<td>42 months</td>
</tr>
<tr>
<td>63</td>
<td>36 months</td>
</tr>
<tr>
<td>64</td>
<td>30 months</td>
</tr>
<tr>
<td>65</td>
<td>24 months</td>
</tr>
<tr>
<td>66</td>
<td>21 months</td>
</tr>
<tr>
<td>67</td>
<td>18 months</td>
</tr>
<tr>
<td>68</td>
<td>15 months</td>
</tr>
<tr>
<td>69 and over</td>
<td>12 months</td>
</tr>
</tbody>
</table>

* SSNRA means the Social Security Normal Retirement Age as figured by the 1983 amendment to the Social Security Act and any subsequent amendments and provides:

<table>
<thead>
<tr>
<th>Year</th>
<th>SSNRA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1938</td>
<td>65 and 2 months</td>
</tr>
<tr>
<td>1939</td>
<td>65 and 4 months</td>
</tr>
<tr>
<td>1940</td>
<td>65 and 6 months</td>
</tr>
<tr>
<td>1941</td>
<td>65 and 8 months</td>
</tr>
<tr>
<td>1942</td>
<td>65 and 10 months</td>
</tr>
<tr>
<td>1943-1954</td>
<td>66</td>
</tr>
<tr>
<td>1955</td>
<td>66 and 2 months</td>
</tr>
<tr>
<td>1956</td>
<td>66 and 4 months</td>
</tr>
<tr>
<td>1957</td>
<td>66 and 6 months</td>
</tr>
<tr>
<td>1958</td>
<td>66 and 8 months</td>
</tr>
<tr>
<td>1959</td>
<td>66 and 10 months</td>
</tr>
<tr>
<td>1960 and after</td>
<td>67</td>
</tr>
</tbody>
</table>

**Pre-existing Condition**

LTD benefits are subject to certain pre-existing condition limitations. You have a pre-existing condition if:

- You received medical treatment, consultation, care or services (including diagnostic measures) or took prescribed drugs or medicines for that condition (whether or not diagnosed) or
- You had an injury, illness, or symptoms for which an ordinarily prudent person would have consulted a health care provider

You must be free of treatment for that condition for 3 months prior to your coverage effective date.

Pre-existing condition limits will not apply if:

- You have been covered under the plan for 12 consecutive months and if you have received no treatment of the condition for any three consecutive months after the effective date of coverage
Partial Disability Benefit

You may receive a partial disability benefit if you are disabled and unable to perform the duties of your own occupation and another occupation, but still able to earn a percentage of your pre-disability income. You are eligible for a partial disability benefit if you, as a result of injury or sickness, are able to (i) perform one or more, but not all, of the material and substantial duties of any occupation, on a full or part-time basis, or (ii) perform all of the material and substantial duties of any occupation only on a part-time bases, and in either case your monthly disability earnings are between 20% and 80% of your monthly base salary. If your monthly disability earnings are less than 20% of your monthly base salary, you will receive your gross monthly disability benefit. If you are disabled and your monthly disability earnings are 20% or more of your monthly base salary, your partial disability benefit will be calculated as follows:

- **During the first 12 months of payments while you are working**, your monthly disability payment will not be reduced as long as your disability earnings plus your gross disability payments do not exceed 100% of your monthly base salary. If the total of your disability earnings plus your gross disability payments is more than 100% of your monthly base salary, the amount over 100% will be subtracted from your gross monthly disability payment.

- **After the first 12 months of payments while you are working**, your monthly disability payment will be determined by subtracting your actual earnings from your Basic monthly earnings, which is your loss of earnings, then multiplying by 75%, less any other income.

You will stop receiving monthly disability payments if:

- Your monthly disability earnings exceed 80% of your monthly base salary

The LTD Plan Administrator may require you to send proof of your monthly disability earnings at least quarterly. Your monthly disability payment will be adjusted based on your quarterly disability earnings.

If you are disabled for less than 1 month after you become eligible for a monthly disability benefit, you will receive 1/30 of your payment for each day you are disabled.

Successive Disabilities

If you return to work full-time after receiving benefits under the plan, and again become disabled from the same or related cause, you do not have to complete another 90-day benefit waiting period — provided you have returned to work for a period of less than 6 consecutive months. The second disability is considered a continuation of your initial claim.

If the second disability occurs after 6 months or is unrelated to the first disability, you must file a new claim and complete a new benefit waiting period.

Survivor Benefit

If you are disabled for 180 consecutive days and die while receiving LTD benefits, your lawful spouse, Registered Domestic Partner, or children under age 25 may receive a survivor benefit. This benefit will be in an amount equal to 3 times your last monthly benefit.

Disabilities Not Covered

You will not receive Long Term Disability income benefits if your disability:

- Occurs before you are eligible for or begin participating in the Long Term Disability program
- Occurs while you are a Temporary Employee
- Occurs during any period of incarceration
- Results from attempted suicide, while sane or insane
  - Results from intentional self-inflicted injury while sane or insane
- Relates to a pre-existing condition (see page 112)
- Does not require the continuous care of a doctor
- Results in absences that are not medically necessary
- Results from a sickness or injury caused by war or any act of war, declared or undeclared
• Results from a sickness or injury that occurred while you were committing or attempting to commit an offense punishable by confinement in jail or imprisonment, even if you are not prosecuted
• Occurs after you have left employment with Turner or while you are on a Military, Personal or Unpaid Medical leave of absence
• Results from a gender change, including, but not limited to, any operation, drug therapy or any other procedure related to a gender change
• Results from cosmetic surgery unless such surgery is in connection with an injury or sickness
• Results from active participation in a riot

There is a 24-month limit on LTD benefits for mental and nervous disabilities, substance abuse, and disability due to non-verifiable symptoms.

What Is Considered Totally Disabled?
You are totally disabled under the Long Term Disability Program when it is determined by the Plan Administrator that you are unable to perform the material and substantial duties of your regular occupation due to the injury or illness for more than 90 consecutive days. After 24 months of payments, you are totally disabled for purposes of the program when the Plan Administrator determines that, due to the same sickness or injury, you are unable to perform the duties of any gainful occupation for which you are reasonably suited by education, training or experience.

How to Use the Benefits
1. **Notify the Plan Administrator and your Supervisor/Human Resources Representative that you are unable to work as a result of a disability.** You will receive a Leave of Absence packet from the Plan Administrator containing FMLA information and paperwork for you to complete. If your absence is expected to result in Long Term Disability (LTD), the Plan Administrator will send an application to you 45 days after your Short Term Disability begins.

2. **Return the completed paperwork to the Plan Administrator as soon as possible.** Keep a copy of the completed paperwork for your records.

3. **Obtain any necessary medical documentation from your doctor as well as any other additional information requested by the Plan Administrator.** You are responsible for signing any documents required by your doctor to authorize the release of medical information. The Plan Administrator will verify your eligibility and notify Turner of the approval or denial of your reported disability claim.

4. **Continue to receive benefit coverage while on approved leave of absence as long as premiums are paid.**

5. **Pay any monthly benefit premiums that are due:**
   • If you are on a paid leave of absence, these deductions will continue to be taken from your paycheck.
   • If you are on an unpaid leave of absence, you will be required to make monthly premium payments. To assist you with this process, the Benefits Service Center will send coupons to your home address. If you have any questions or need additional information in reference to your coverage, you should contact the Benefits Service Center directly.

6. **Provide a telephone number where the Plan Administrator and your Supervisor/Human Resources Representative can reach you.** You must keep this contact number current throughout your leave period.

7. **Keep all parties informed of any status changes.**

8. **Provide any information requested by the Plan Administrator or Benefits Service Center to verify your ongoing disability.**

9. **If you are eligible for LTD benefits, you should immediately apply for Social Security disability income benefits, if you have not already done so.** You will receive a notice from the Plan Administrator instructing you to apply for this benefit. You can get the necessary forms by contacting the Social Security Administration. You must apply for these benefits and promptly appeal any denial to remain eligible for benefits through the Long Term Disability Program.
10. If applicable, file a claim for dismemberment benefits under the Accidental Death and Dismemberment (AD&D) program. If you have AD&D coverage and your disability is due to the loss of a limb, eyesight or other covered loss, you may qualify for a benefit under that program. Contact the Benefits Service Center to report a claim.

11. Provide Turner with any documents that would help to recover payment from a third party, if applicable. Turner has the right to recover LTD payments when a third party is found to be responsible for your disability. For example, you could be in an automobile accident caused by another person and the courts could find that person responsible for your disability.

12. Notify the Plan Administrator and your Supervisor/Human Resources Representative when you plan to return to work.

13. Contact your Plan Administrator if you have questions about your Long Term Disability benefit.

What Else You Should Know

Enrollment
You are automatically enrolled in LTD coverage when you become eligible. Your LTD coverage is equal to 60% of your annual base salary. This amount will be adjusted only during Open Enrollment each year, based on your salary as of the previous July 1.

When Coverage Begins
Coverage becomes effective the first of the month coincident with or following the date you become eligible.

If you are not actively at work on the first day your long-term coverage would normally begin, coverage becomes effective the day you return to work provided you are still an eligible employee on that date.

Cost
Turner pays the entire premium of your LTD coverage. The premiums Turner pays on your behalf increase your taxable income and are reported on your Form W-2 as imputed income. Because you pay taxes on the income used to pay the premiums, you will not pay any federal income taxes on any benefits you may receive under the plan. This provides a greater benefit when you need it most.

For example, suppose Jim is a Turner employee who earns $50,000. Based on 2003 premium rates and assuming that his tax rate is 15%, Jim would have earned imputed income of $1,63 each month in 2003. If he becomes disabled and qualifies for a benefit under the Long Term Disability coverage, his monthly benefit is calculated as shown below:

Annual salary of $50,000 x 60% LTD coverage = $30,000 annual LTD benefit

$30,000 /12 months = $2,500 monthly benefit

Because his premiums are paid on an after-tax basis, Jim does not pay taxes on his LTD benefit.

When the Plan Administrator May Recover Payment
In some situations, a third party, such as another person or insurance company, may be legally responsible for your disability. This might happen, for example, in an automobile accident.

When this occurs, the plan is entitled to be reimbursed for all disability income benefits that have been paid under the program. The plan may take any actions necessary to enforce its rights to be reimbursed. When you accept payment from the LTD program, you agree to provide any documents that would help the plan to recover payments made on your behalf. The legal term for this right of recovery is subrogation.

In situations where your program has a subrogation interest, you may be asked to sign certain documents acknowledging the program’s rights. The plan is entitled to subrogation even if you fail to sign the requested documents.

Proof of Disability
You are required to provide proof of your disability, and that you are receiving regular medical treatment from a doctor, to be eligible to receive benefits. Proof must be provided to the Plan Administrator upon request and at your own expense unless the charges are covered under a Medical Program or HMO.
In addition, the Plan Administrator may require you to have an independent medical examination, from time to time, to verify a continued disability. The Plan Administrator will choose the examiner and schedule the appointment. The program pays the cost of this examination and the results of the independent medical examination will be binding. Failure to appear for an independent medical examination will cause your benefits to be terminated.

Periods of disability are considered separate periods when:

- They are not caused by the same (or a related) illness or injury and you have returned to Active Work, or
- You have returned to Active Work for more than 180 days before the separate period of disability begins.

**Deductions for Withholding Taxes**

Because your premiums are paid by Turner on an after-tax basis, taxes are not withheld from your LTD benefit; however, please note that there is withholding on the imputed income.

**Integrated Disability Management**

Turner has partnered with an Integrated Disability Management (IDM) service to administer Turner’s disability and leave of absence programs. If you need a leave of absence due to your disability (or for other reasons), you can call the Benefits Service Center and be connected with the Plan Administrator. The Plan Administrator will work with you to obtain necessary medical certifications, monitor your time away from work, and keep your Human Resources Administrator informed. If necessary, the Plan Administrator will help provide a smooth transition from Short Term to Long Term Disability. The Plan Administrator will assist in any transition from Short Term Disability to Long Term Disability. Turner will partner to work with the Plan Administrator to help you return to work when you are ready. Your leave remains subject to Turner’s approval.

**Deductible Sources of Income**

If you become totally disabled, you may be entitled to benefits from other sources. Your LTD income benefits will be reduced by benefits that you and your dependents are eligible to receive from deductible sources of income including, but not limited to:

- Workers’ Compensation, an occupational disease law, or any other similar act or law
- Disability income payments you receive under state disability income programs, other group insurance plans, or a liability insurance policy
- Your Social Security disability payments (individual and family) or other payments provided by a similar plan or act of law
- Money recovered from a third party who is deemed responsible for your expenses. For example, if you become disabled as a result of injuries you receive in an automobile accident, and someone else is held to be legally responsible and required to pay your expenses or damages, money you receive from that party will reduce your LTD income benefits.

If you receive other income benefits in a lump sum payment, the amount you receive will be prorated on a monthly basis over the period of time for which the lump sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected length of disability as determined by the Plan Administrator. This monthly amount will offset the amount you receive as monthly disability income benefits under your LTD program.

The Plan Administrator reserves the right to require you to repay benefits that you receive in excess of the maximum amount to which you are entitled. If you fail to repay those amounts, the Plan Administrator reserves the right to deduct those amounts from any future benefit you may be entitled to receive under the program.

**Social Security Benefits**

You become eligible for Social Security disability income benefits after 6 full months of disability. You must apply for Social Security disability income benefits with your local office of the Social Security Administration and appeal any denial of these claims in order to be eligible for continued benefits under the Long Term Disability Program.

Any income you or your eligible dependents receive from Social Security as a result of your disability reduces the amount the LTD program provides. If you become eligible for and begin receiving retirement benefits from Social Security after you become disabled, the amount you receive from Social Security will reduce your disability income benefits from the LTD program.
In the event you receive retroactive Social Security disability income benefits, you are required to notify the Plan Administrator and repay the amount you received from the LTD program exceeding the maximum benefit to which you were entitled. The Plan Administrator will notify you of the amount you will be required to repay.

**Workers’ Compensation**

If you are disabled because of a job-related illness or injury, you may be entitled to receive Workers’ Compensation. Your LTD benefit will be reduced by any cash benefits you receive from Workers’ Compensation for the disability.

**Continuing Health Care and Other Life Insurance Coverages**

Coverage for you and your eligible dependents under the following plans continues up to 12 months while you are on a disability leave of absence (Short Term and Long Term), as long as you pay the required premiums:

- The Medical Plan
- The Dental Assistance Plan
- The Vision Care Plan
- The Legal Plan
- Supplemental Life, Dependent Life, and/or Accidental Death and Dismemberment Insurance
- Health Care Flexible Spending Account
- Dependent Care Flexible Spending Account

The Benefits Service Center will send an invoice to you for these premiums on a monthly basis. If you do not pay the premiums, your coverage will be canceled.

For information on continuation coverage under COBRA, see page 173.

**Appealing a Claim Denial**

If your disability claim is denied or your benefit payments are terminated, you will receive a written explanation of the reason for the denial or termination. You have the right to have your claim reviewed and reconsidered. For more information about the procedures for claim denials and appeals, see page 178.

**Premium Waiver**

Once you are approved to receive LTD benefits, your LTD premium is waived for as long as you remain disabled. LTD waiver is not automatic and must first be approved. Once the claim is approved for LTD, the premium may be waived back to the date of disability. The employee remains on LTD waiver as long as he or she is on LTD.

**When Coverage Ends**

Your LTD coverage will end on the earliest of the following dates:

- The date the plan terminates, but without prejudice to any claim originating prior to the time of termination.
- The date you are no longer eligible for the plan.
- The date you terminate active employment. However, if you are no longer an active employee due to disability, coverage will continue during the elimination period and any period during which your premium is waived.
- The date you cease Active Work due to a labor dispute, including any strike, work slowdown, or lockout.

**Conversion Privilege**

Long Term Disability cannot be converted to an individual policy.