

# **YOUR SUMMARY PLAN DESCRIPTION**

**Air Liquide USA LLC**

**All Full-Time Employees**

**Disability Income Coverage: Short Term Benefits**

**Effective January 1, 2013**

**Please note that Metropolitan Life Insurance Company and its agents are not in the business of practicing law or providing legal services to group customers. This Summary Plan Description is merely a draft specimen, which You should review with Your own tax or legal advisors to ensure compliance with ERISA and any other applicable laws prior to use. MetLife and its agents do not make any representations as to this document's compliance with ERISA or any other applicable laws. Changes may be necessary to assure compliance with ERISA and to assure consistency with Your specific plan provisions and plan administration.**

# **YOUR SUMMARY PLAN DESCRIPTION**

## **INTRODUCTION**

This Summary Plan Description describes the benefits available to you under the self-funded Disability Income Coverage: Short Term Benefits Plan ("Plan") of Air Liquide USA LLC. Please read this booklet carefully to become familiar with your benefits. This plan is effective as of January 1, 2013.

This is a self-funded Disability Income Coverage: Short Term Benefits Plan provided by the Employer. Metropolitan Life Insurance Company ("MetLife") does not insure the benefits described in this booklet.

Claims are administered on behalf of This Plan by MetLife as the Claim Administrator pursuant to the terms of an administrative service agreement.

Please note that the terms "You" and "Your" throughout this booklet refer to the employee, except where otherwise indicated. Many of the terms that are important in understanding your benefits are explained in the DEFINITIONS section.

**Air Liquide USA LLC**

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## BENEFITS AT A GLANCE

This section provides You with a brief outline of Your benefits. Certain limitations and exclusions may apply to any benefit or benefit amount. It is important that You refer to the provisions contained in this Summary Plan Description for details about Your benefits.

BENEFIT	BENEFIT AMOUNT AND HIGHLIGHTS
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### Disability Income Coverage For You: Short Term Benefits

**For Class 1: Employees with 0-2 years of service – Option 1**

**For Class 2: Employees with 3-4 years of service – Option 1**

Weekly Benefit.....	67% of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.
Maximum Weekly Benefit.....	NONE
Minimum Weekly Benefit.....	NONE
Elimination Period.....	<b>For Injury</b> <ul style="list-style-type: none"><li>• 3 Days of Disability</li></ul> <b>For Sickness</b> <ul style="list-style-type: none"><li>• 3 Days of Disability</li></ul>
Maximum Benefit Period.....	26 weeks

**For Class 3: Employees with 3-4 years of service – Option 2**

**For Class 4: Employees with 5 or more years of service – Option 2**

Weekly Benefit.....	90% of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.
Maximum Weekly Benefit.....	NONE
Minimum Weekly Benefit.....	NONE
Elimination Period.....	<b>For Injury</b> <ul style="list-style-type: none"><li>• 3 Days of Disability</li></ul> <b>For Sickness</b> <ul style="list-style-type: none"><li>• 3 Days of Disability</li></ul>
Maximum Benefit Period.....	26 weeks

## BENEFITS AT A GLANCE

### For Class 5: Messer Group Employees ASO takeover claims with date of disability prior to 01/01/05 – Option 3

Weekly Benefit.....	60% of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.
Maximum Weekly Benefit.....	NONE
Minimum Weekly Benefit.....	NONE
Elimination Period.....	<b>For Injury</b> <ul style="list-style-type: none"><li>• 3 Days of Disability</li></ul> <b>For Sickness</b> <ul style="list-style-type: none"><li>• 3 Days of Disability</li></ul>
Maximum Benefit Period.....	26 weeks

### For Class 6: Fairfield Union Employees – Option 3

Weekly Benefit.....	60% of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.
Maximum Weekly Benefit.....	NONE
Minimum Weekly Benefit.....	NONE
Elimination Period.....	<b>For Injury</b> <ul style="list-style-type: none"><li>• 3 Days of Disability</li></ul> <b>For Sickness</b> <ul style="list-style-type: none"><li>• 3 Days of Disability</li></ul>
Maximum Benefit Period.....	52 weeks

## DEFINITIONS

As used in this Summary Plan Description, the terms listed below will have the meanings set forth below. When defined terms are used in this Summary Plan Description, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Actively at Work or Active Work** means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Employer's place of business;
- an alternate place approved by the Employer; or
- a place to which the Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Appropriate Care and Treatment** means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

**Beneficiary** means the person(s) to whom benefits will be paid as determined in accordance with the section entitled GENERAL PROVISIONS.

**Claim Administrator** means Metropolitan Life Insurance Company ("MetLife"), New York, New York. The Claim Administrator does not insure the benefits described in this Summary Plan Description.

**Contributory Coverage** means coverage for which the Employer requires You to pay any part of the premium.

Contributory Coverage includes: Disability Income Coverage: Short Term Benefits – Class 1 Option 1 and Disability Income Insurance: Short Term Benefits – Class 3: Option 2.

**Disabled or Disability** means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn more than 80% of Your Predisability Earnings at Your Own Occupation.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

**Elimination Period** means the period of Your Disability during which This Plan does not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the BENEFITS AT A GLANCE.

**Employer** means Air Liquide USA LLC.



## **DEFINITIONS (continued)**

**Full-Time** means Active Work of at least 30 hours per week on the Employer's regular work schedule for the eligible class of employees to which You belong.

**Noncontributory Coverage** means coverage for which the Employer does not require You to pay any part of the cost of coverage.

**Own Occupation** means the essential functions You regularly perform that provide Your primary source of earned income.

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the group benefits. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

**The term does not include:**

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
  - parents;
  - children (natural, step or adopted);
  - siblings;
  - grandparents; or
  - grandchildren.

**Employer's Retirement Plan** means a plan which:

- provides retirement benefits to employees; and
- is funded in whole or in part by Employer contributions.

**The term does not include:**

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

**Predisability Earnings** means gross salary or wages You were earning from the Employer as of Your last day of Active Work before Your Disability began.

## DEFINITIONS (continued)

### The term includes:

- contributions You were making through a salary reduction agreement with the Employer to any of the following:
  - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - an executive non-qualified deferred compensation arrangement; and
  - Your fringe benefits under an IRC Section 125 plan.

### The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan;  
or
- any other compensation from the Employer.

**Proof** means Written evidence satisfactory to the Claim Administrator that a person has satisfied the conditions and requirements for any benefit described in this Summary Plan Description. When a claim is made for any benefit described in this Summary Plan Description, Proof must establish:

- the nature and extent of the loss or condition;
- This Plan's obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

**Sickness** means illness, disease or pregnancy, including complications of pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to the Claim Administrator, and consistent with applicable law.

**Spouse** means Your lawful spouse.

**This Plan** means the self-funded Disability Income Coverage: Short Term Benefits plan of the Employer.

**Written** or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to the Claim Administrator and consistent with applicable law.

**You** and **Your** mean an employee who is eligible for the benefits described in this Summary Plan Description.

## **ELIGIBILITY PROVISIONS: COVERAGE FOR YOU**

### **ELIGIBLE CLASS(ES)**

**All Full-Time employees of the Employer, but not temporary or seasonal employees.**

### **DATE YOU ARE ELIGIBLE FOR COVERAGE**

You may only become eligible for the coverage available for Your eligible class as shown in the section entitled BENEFITS AT A GLANCE.

If You are in an eligible class on January 1, 2013, You will be eligible for the coverage described in this Summary Plan Description on that date.

If You enter an eligible class after January 1, 2013, You will be eligible for coverage on the date You enter that class.

### **ENROLLMENT PROCESS**

If You are eligible for coverage, You may enroll for such coverage by completing the required form.

The coverage listed below is part of a flexible benefits plan established by the Employer. Subject to the rules of the flexible benefits plan and This Plan, You may enroll for:

- Disability Income Coverage: Short Term Benefits – Class 1: Option 1; or
- Disability Income Coverage: Short Term Benefits – Class 3: Option 2;

only when You are first eligible or during an annual enrollment period. You should contact the Employer for more information regarding the flexible benefits plan.

### **DATE YOUR BENEFITS THAT ARE PART OF THE FLEXIBLE BENEFITS PLAN TAKE EFFECT**

#### **Enrollment When First Eligible**

If You complete the enrollment process within 45 days of becoming eligible for coverage, such coverage will take effect on the date You become eligible for such coverage if You are Actively at Work on that date.

If You do not complete the enrollment process within 45 days of becoming eligible, You will not be able to enroll for coverage until the next annual enrollment period, as determined by the Employer, following the date You first became eligible. At that time You will be able to enroll for coverage for which You are then eligible.

If You are not Actively at Work on the date coverage would otherwise take effect, coverage will take effect on the day You resume Active Work.

#### **Enrollment During An Annual Enrollment Period**

During any annual enrollment period as determined by the Employer, You may enroll for coverage for which You are eligible or choose a different option than the one for which You are currently enrolled. The coverage enrolled for or changes to Your coverage made during an annual enrollment period will take effect on the first day of the calendar year following the annual enrollment period, if You are Actively at Work on that date.

If You are not Actively at Work on the date an amount of coverage would otherwise take effect, that amount of coverage will take effect on the day You resume Active Work.

Changes in Your Disability Income Coverage will only apply to Disabilities commencing on or after the date of the change.

## **ELIGIBILITY PROVISIONS: COVERAGE FOR YOU (continued)**

### **DATE YOUR COVERAGE THAT IS NOT PART OF THE FLEXIBLE BENEFITS PLAN TAKES EFFECT**

#### **Rules for Noncontributory Coverage**

When You complete the enrollment process for Noncontributory Coverage, such coverage will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the Noncontributory Coverage would otherwise take effect, coverage will take effect on the day You resume Active Work.

### **DATE YOUR COVERAGE ENDS**

Your coverage will end on the earliest of:

1. the date This Plan ends; or
2. the date coverage ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or
4. the date You cease to be in an eligible class. You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not disabled on that date; or
5. the date Your employment ends; or
6. the date You retire in accordance with the date Your employment ends.

#### **Reinstatement of Disability Income Coverage**

If Your coverage ends, You may become covered again as follows:

1. If Your coverage ends because:

- You cease to be in an eligible class; or
- Your employment ends; and

You become a member of an eligible class again within 3 months of the date Your coverage ended, You will not have to complete a new Waiting Period or provide evidence of Your coverage eligibility.

2. If Your coverage ends because you cease making the required contribution while on an approved Family and Medical Leave Act (FMLA) or other legally mandated leave of absence, and you become a member of an eligible class within 31 days of the earlier of:

- The end of the period of leave You and the Employer agreed upon; or
- The end of the eligible leave period required under the FMLA or other similar legally mandated leave of absence law,

You will not have to complete a new Waiting Period or provide evidence of Your coverage eligibility.

3. In all other cases where Your coverage ends because the required contribution for Your coverage has ceased to be paid, You will be required to provide evidence of Your coverage eligibility.

## **CONTINUATION OF COVERAGE**

### **FOR FAMILY AND MEDICAL LEAVE**

Certain leaves of absence may qualify for continuation of coverage under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Employer for information regarding such legally mandated leave of absence laws.

### **AT THE EMPLOYER'S OPTION**

The Employer has elected to continue coverage by paying contributions for employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Coverage will continue for the following periods:

1. if You cease Active Work due to injury or sickness, for a period in accordance with the Employer's general practice for an employee in Your job class;
2. if You cease Active Work in an eligible class due to any other Employer approved leave of absence, for a period in accordance with the Employer's general practice for an employee in Your job class.

The Employer's general practice for employees in a job class determines which employees with the above types of absences are to be considered as still insured and for how long among persons in like situations.

At the end of any of the continuation periods listed above, Your coverage will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be covered under This Plan;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your coverage will end in accordance with the DATE YOUR COVERAGE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: COVERAGE FOR YOU.

## **DISABILITY INCOME COVERAGE: SHORT TERM BENEFITS**

If You become Disabled while covered, Proof of Disability must be sent to the Claim Administrator. When the Claim Administrator receives such Proof, the Claim Administrator will provide initial review of the claim. Upon completion of its review of the Claim, the Claim Administrator will advise the Employer on the duration of Disability.

If the Employer approves the claim, This Plan will pay the Weekly Benefit up to the Maximum Benefit Period shown in the section entitled BENEFITS AT A GLANCE, subject to the Date Benefit Payments End section.

To verify that You continue to be Disabled without interruption after the Claim Administrator's initial approval of the Disability claim, the Claim Administrator may periodically request that You send the Claim Administrator Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews, or functional capacity exams, as needed.

While You are Disabled, the Weekly Benefits described in this Summary Plan Description will not be affected if:

- Your coverage ends; or
- This Plan is amended to change the plan of benefits for Your class.

### **BENEFIT PAYMENT**

If Your claim is approved by the Employer, benefits will begin to accrue on the day after the day You complete Your Elimination Period. This Plan will pay the first Weekly Benefit one week after the date benefits begin to accrue. This Plan will make subsequent payments weekly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each week. For any partial week of Disability, payment will be made at the daily rate of 1/5th of the Weekly Benefit payable.

This Plan will pay Weekly Benefits to You. If You die, This Plan will pay the amount of any due and unpaid benefits as described in the section entitled GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who This Plan Will Pay.

### **RECOVERY FROM A DISABILITY**

For purposes of this subsection, the term Active Work only includes those days You actually work.

The provisions of this subsection will not apply if Your coverage has ended and You are eligible for coverage under another group short term disability plan.

#### **If You Return to Active Work Before Completing Your Elimination Period**

If You return to Active Work before completing Your Elimination Period and then become Disabled, You will have to complete a new Elimination Period.

#### **If You Return to Active Work After Completing Your Elimination Period**

If You return to Active Work after You begin to receive Weekly Benefits, the Claim Administrator will consider You to have recovered from Your Disability.

If You return to Active Work for a period of 90 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, You will not be required under the terms of This Plan to complete a new Elimination Period. For the purpose of determining Your benefits under the terms of This Plan, such Disability will be considered to be a part of the original Disability and will use the same Predisability Earnings and the same terms, provisions and conditions that were used for the original Disability will apply.

## **DISABILITY INCOME COVERAGE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT**

This Plan will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

1. any disability or retirement benefits which You receive because of Your disability or retirement under:
  - any state or public employee retirement or disability plan; or
  - any pension or disability plan of any other nation or political subdivision thereof.
2. any income received for disability or retirement under the Employer's Retirement Plan, to the extent that it can be attributed to the Employer's contributions;
3. any income received for disability under:
  - a group insurance policy to which the Employer has made a contribution, such as:
    - benefits for loss of time from work due to disability;
    - installment payments for permanent total disability;
  - a no-fault auto law for loss of income, excluding supplemental disability benefits;
  - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
  - a self-funded plan, or other arrangement if the Employer contributes toward it or makes payroll deductions for it;
  - any sick pay, vacation pay or other salary continuation that the Employer pays to You;
  - workers' compensation or a similar law which provides periodic benefits;
  - occupational disease laws;
  - laws providing for maritime maintenance and cure;
  - unemployment insurance law or program.
4. any income that You receive for working while Disabled including but not limited to salary, commissions, overtime pay, bonus pay or other extra pay arrangements from any source.
5. recovery amounts that You receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise including future earnings.

### **Other Income Offsets**

If you are entitled for state disability benefits and have not yet received benefits from the state, the Claims Administrator assumes that your state benefit is the maximum state benefit offered to residents at the time of your disability, until proof of your actual benefit amount is provide at your expense to the Claims Administrator. The Claims Administrator will make the appropriate retroactive adjustments once proof of the disability benefit amount from the state has been supplied. Examples of such payments or benefits that could result in an income offset are stated in the previous section under the numbered list of 1 through 5.

### **SINGLE SUM PAYMENT**

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to the Claim Administrator of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When the Claim Administrator receives such Proof, the Claim Administrator will adjust the amount of Your Disability benefit.

## **DISABILITY INCOME COVERAGE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT (continued)**

If the Claim Administrator does not receive the Written Proof described above, and the Claim Administrator knows the amount of the single sum payment, This Plan may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If the Claim Administrator adjusts the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

If You receive Other Income in the form of a single sum payment and the Claim Administrator does not receive the Written Proof described above within 10 days after You receive the single sum payment, the Claim Administrator will adjust the amount of Your Disability Benefit by the amount of such payment.



## **DISABILITY INCOME COVERAGE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT**

This Plan will not reduce Your Disability benefit to less than the Minimum Benefit shown in the section entitled BENEFITS AT A GLANCE, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments.

## **DISABILITY INCOME COVERAGE: DATE BENEFIT PAYMENTS END**

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date You are no longer Disabled;
- the date You die;
- the date You fail to have a medical exam requested by the Claim Administrator as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this Summary Plan Description will not be affected if:

- Your coverage ends; or
- This Plan is amended to change the plan of benefits for Your class.

## **DISABILITY INCOME COVERAGE: EXCLUSIONS**

This Plan will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide; or
5. commission of or attempt to commit or taking part in a felony.

This Plan will not pay Short Term Benefits for any Disability caused or contributed to by elective treatment or procedures, such as:

1. cosmetic surgery or treatment primarily to change appearance;
2. sex-change surgery;
3. reversal of sterilization;
4. liposuction;
5. visual correction surgery; and
6. in vitro fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a Sickness

## **GENERAL PROVISIONS**

### **Disability Income Benefit Payments: Who This Plan Will Pay**

This Plan will make any benefit payments during Your lifetime to You or Your legal representative as Beneficiary. Any payment made in good faith will discharge This Plan from liability to the extent of such payment.

Upon Your death, This Plan will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, This Plan may determine the Beneficiary for any amount that is or becomes due, according to the following order:

1. Your Spouse or Civil Union Partner, if alive;
2. Your child(ren), if there is no surviving Spouse;
3. Your parent(s), if there is no surviving child(ren);
4. Your sibling(s), if there is no surviving parent(s);
5. Your estate, if there is no such surviving sibling(s).

If more than one person is eligible to receive payment, This Plan will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum.

### **Misstatement of Age**

If Your age is misstated, the correct age will be used to determine if coverage is in effect and, as appropriate, This Plan will adjust the benefits and/or contributions.

### **Conformity with Law**

If the terms and provisions of this Summary Plan Description do not conform to any applicable law, this Summary Plan Description shall be interpreted to so conform.

### **Physical Exams**

If a claim is submitted for coverage benefits, the Claim Administrator has the right to ask the covered person to be examined by a Physician(s) of the Claim Administrator's choice as often as is reasonably necessary to process the claim. This Plan will pay the cost of such exam.

### **Autopsy**

The Claim Administrator has the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons the Claim Administrator is requesting the autopsy.

## **GENERAL PROVISIONS (continued)**

### **Overpayments for Disability Income Coverage**

#### **Recovery of Overpayments**

This Plan has the right to recover any amount that the Claim Administrator determines to be an overpayment.

An overpayment occurs if the Claim Administrator determines that:

- the total amount paid by This Plan has on Your claim is more than the total of the benefits due to You under this Summary Plan Description; or
- payment This Plan made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse This Plan. This Plan's rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this Summary Plan Description. This agreement:

- confirms that You will reimburse This Plan for all overpayments; and
- authorizes the Claim Administrator to obtain any information relating to sources of Other Income.

#### **How This Plan Recovers Overpayments**

This Plan may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this Summary Plan Description;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from This Plan having made a payment to You that should have been made under another group plan, This Plan may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

#### **Lien and Repayment**

If You become Disabled and You receive Disability benefits under this Summary Plan Description and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this Summary Plan Description (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse This Plan from the proceeds of such payment up to an amount equal to the benefits paid to You under this Summary Plan Description for such Disability. Summary Plan Description's right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and This Plan's right shall provide This Plan with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this Summary Plan Description for such Disability. You agree to take all action necessary to enable This Plan to exercise This Plan rights under this provision, including, without limitation:

- notifying The Claim Administrator as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this Summary Plan Description;
- furnishing of documents and other information as requested by the Claim Administrator or any person working on the Claim Administrator's behalf; and

## **GENERAL PROVISIONS (continued)**

- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this Summary Plan Description, up to an amount equal to the benefits paid to You under this Summary Plan Description for such Disability, to be paid immediately to This Plan upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with This Plan in any recovery efforts and This Plan shall not interfere with Our rights under this provision. This Plan's rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this Summary Plan Description.

## **SPECIAL SERVICES**

### **Return To Work Program**

#### **Goal of Rehabilitation**

The goal of the Claim Administrator is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what employees can do versus what they can't, the Claim Administrator can assist you in returning to work sooner than expected.

#### **Incentives For Returning To Work**

Your Disability plan is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable, but you do not participate in the Return to Work Program, your Disability benefits may cease.

#### **Return-to-Work Services**

As a covered employee you are automatically eligible to participate in our Return-to-Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities.

There is no additional cost to you for the services This Plan provides, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

##### **1. Vocational Analyses**

Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

##### **2. Labor Market Surveys**

Studies to find jobs available in your locale that would utilize your abilities and skills. Also identify one's earning potential for a specific occupation.

##### **3. Retraining Programs**

Programs to facilitate return to your previous job, or to train you for a new job.

##### **4. Job Modifications/Accommodations**

Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

This also includes changes in your job or accommodations to help you perform the previous job or a similar vocation, as required of your employer under the Americans With Disabilities Act (ADA).

##### **5. Job Seeking Skills and Job Placement Assistance**

Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

#### **Return-to-Work Program Staff**

The Case Manager handling your claim will coordinate return-to-work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of our clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

## **SPECIAL SERVICES (continued)**

### **Rehabilitation Vendor Specialists**

In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; This Plan pays for all vendor services. Selecting a rehabilitation vendor is based on:

1. attending physician's evaluation and recommendations;
2. your individual vocational needs; and
3. vendor's credentials, specialty, reputation and experience.

When working with vendors, the Claim Administrator continues to collaborate with you and your doctor to develop an appropriate return-to-work plan.



## ADMINISTRATIVE DETAILS ABOUT THIS PLAN

### NAME AND ADDRESS OF EMPLOYER AND PLAN ADMINISTRATOR

Air Liquide USA LLC  
2700 Post Oak Boulevard, Suite 325  
Houston, Texas 77056

**EMPLOYER IDENTIFICATION NUMBER:** 77-0651290

PLAN NUMBER	COVERAGE	PLAN NAME
501	Disability Income Coverage: Short Term Benefits	Air Liquide USA LLC Group Benefits Plan

### TYPE OF PLAN

This is a self-funded Disability Income Coverage: Short Term Benefits Plan provided by the Employer. Metropolitan Life Insurance Company ("MetLife") does not insure any of the benefits described in the Summary Plan Description.

### CLAIM ADMINISTRATOR FOR BENEFITS:

MetLife

### TYPE OF ADMINISTRATION:

MetLife is the Claim Administrator pursuant to the terms of an administrative service agreement and has been given authority under This Plan to conduct a full and fair review of any claims on behalf of This Plan.

### AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under This Plan, service of legal process may be made upon the Plan Administrator at the above address.

### ELIGIBILITY FOR COVERAGE; DESCRIPTION OR SUMMARY OF BENEFITS

This Summary Plan Description describes the eligibility requirements for coverage. It also includes a detailed description of the coverage.

### PLAN TERMINATION OR CHANGES

This Plan sets forth those situations in which the Employer has the rights to end This Plan.

The Employer reserves the right to change or terminate This Plan at any time. Therefore, there is no guarantee that You will be eligible for the coverage described herein for the duration of Your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of Your beneficiary is not required to terminate, modify, amend, or change This Plan.

In the event Your coverage ends in accordance with the DATE YOUR COVERAGE ENDS subsection of Your Summary Plan Description, You may still be eligible to receive benefits. The circumstances under which benefits are available are described in this Summary Plan Description.

## **PLAN YEAR**

This Plan's fiscal records are kept on a Plan year basis beginning each January 1st and ending on the following December 31st.

## **QUALIFIED DOMESTIC RELATIONS ORDERS/QUALIFIED MEDICAL CHILD SUPPORT ORDERS**

You and Your beneficiaries can obtain, without charge from the Plan Administrator, a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and Qualified Medical Child Support Orders (QMCSO).

## **CLAIMS INFORMATION**

### **Disability Benefits Claims**

#### **Routine Questions**

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

#### **Claim Submission**

For claims for disability benefits, the claimant must report the claim to the Claim Administrator and, if requested, complete the appropriate claim form. The claimant must also submit the required proof as described below.

When a claimant files an initial claim for Short Term Disability coverage described in this Summary Plan Description, both the notice of claim and the required Proof should be sent to the Claim Administrator within 45 days of the end of the Elimination Period.

**Notice of Claim and Proof may also be given to the Claim Administrator by following the steps set forth below:**

#### **Step 1**

A claimant should give the Claim Administrator notice by calling 1-800-300-4296. The Claim Administrator will send an authorization form to the Claimant. The Claimant should sign the authorization form at their earliest opportunity and return it to the Claim Administrator.

#### **Step 2**

The Claim Administrator will contact the claimant and/or the claimant's Physician to discuss medical information. The Claim Administrator may also contact your Employer to discuss your specific job duties in detail.

#### **Step 3**

The Proof must be submitted to the Claim Administrator not later than 45 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

### **Items to be Submitted for a Short Term Disability Claim**

When submitting Proof on an initial or continuing claim for Disability Income coverage, the following items may be required:

- documentation which must include, but is not limited to, the following information:
  - the date Your Disability started;
  - the cause of Your Disability;

- the prognosis of Your Disability;
- the continuity of Your Disability; and
- your application for:
  - Other Income;
  - Social Security disability benefits; and
  - Workers compensation benefits or benefits under a similar law.
- Written authorization for the Claim Administrator to obtain and release medical, employment and financial information and any other items the Claim Administrator may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Income;
- any and all medical information, including but not limited to:
  - x-ray films; and
  - photocopies of medical records, including:
    - histories,
    - physical, mental or diagnostic examinations; and
    - treatment notes; and
- the names and addresses of all:
  - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
  - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation; and
  - pharmacies which have filled Your prescriptions within the past three years.

### **Initial Determination**

After You submit a claim for disability benefits to the Claim Administrator, the Claim Administrator will review Your claim and notify You of its decision to approve or deny Your claim.

Such notification will be provided to You within a reasonable period, not to exceed 45 days from the date You submitted Your claim; except for situations requiring an extension of time because of matters beyond the control of This Plan, in which case the Claim Administrator may have up to two (2) additional extensions of 30 days each to provide You such notification. If the Claim Administrator needs an extension, it will notify You prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information or filed an incomplete claim, the time from the date of the Claim Administrator's notice requesting further information and an extension until the Claim Administrator receives the requested information does not count toward the time period the Claim Administrator is allowed to notify You as to its claim decision. You will have 45 days to provide the requested information from the date You receive the extension notice requesting further information from the Claim Administrator.

If the Claim Administrator denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because the Claim Administrator did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criteria was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge.

## **Appealing the Initial Determination**

If the Claim Administrator denies Your claim, You may appeal the decision. Upon Your written request, the Claim Administrator will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to the Claim Administrator at the address indicated on the claim form within 180 days of receiving the Claim Administrator's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of This Plan
- Reference to the initial decision
- An explanation why You are appealing the initial determination

As part of Your appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After the Claim Administrator receives Your written request appealing the initial determination, the Claim Administrator will conduct a full and fair review of Your claim. Deference will not be given to the initial denial, and the Claim Administrator's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, the Claim Administrator will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

The Claim Administrator will notify You in writing of its final decision within a reasonable period of time, but no later than 45 days after the Claim Administrator's receipt of Your written request for review, except that under special circumstances the Claim Administrator may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, the Claim Administrator will notify You prior to the expiration of the initial 45 day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information, the time period from the Claim Administrator's notice to You of the need for an extension to when the Claim Administrator receives the requested information does not count toward the time the Claim Administrator is allowed to notify You of its final decision. You will have 45 days to provide the requested information from the date You receive the notice from the Claim Administrator.

If the Claim Administrator denies the claim on appeal, the Claim Administrator will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criteria was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that You may request a copy free of charge. Upon written request, the Claim Administrator will provide You free of charge with copies of documents, records and other information relevant to Your claim.

### **Discretionary Authority of Plan Administrator and Other Plan Fiduciaries**

In carrying out their respective responsibilities under This Plan, the Plan Administrator, the Claim Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of This Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of This Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

## STATEMENT OF ERISA RIGHTS

The following statement is required by federal law and regulation.

As a participant in This Plan, You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, a copy of the latest annual report (Form 5500 Series) filed by This Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of This Plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions. The Administrator may make a reasonable charge for the copies.

Receive a summary of This Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate Your Plan, called "fiduciaries" of This Plan, have a duty to do so prudently and in the interest of You and other Plan participants and beneficiaries.

No one, including Your employer or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA.

### **Enforce Your Rights**

If Your claim for a welfare benefit is denied or ignored in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request a copy of Plan documents or the latest annual report and do not receive them within 30 days, You may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay You up to \$110 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or Federal court.

In addition, if You disagree with This Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, You may file suit in a Federal court.

If it should happen that Plan fiduciaries misuse This Plan's money, or if You are discriminated against for asserting Your rights, You may seek assistance from the U.S. Department of Labor, or You may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If You are successful, the court may order the person You have sued to pay these costs and fees.

If You lose, the court may order You to pay these costs and fees; for example, if it finds Your claim is frivolous.

## **Assistance with Your Questions**

If You have any questions about Your Plan, You should contact the Plan Administrator. If You have any questions about this statement or about Your rights under ERISA, or if You need assistance in obtaining documents from the Plan Administrator, You should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about Your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **FUTURE OF THE PLAN**

It is hoped that This Plan will be continued indefinitely, but Air Liquide USA LLC reserves the right to change or terminate This Plan in the future. Any such action would be taken only after careful consideration.

The Board of Directors of Air Liquide USA LLC shall be empowered to amend or terminate This Plan or any benefit under This Plan at any time.

**Please note that Metropolitan Life Insurance Company and its agents are not in the business of practicing law or providing legal services to group customers. This Summary Plan Description is merely a specimen, which You should review with Your own tax or legal advisors to ensure compliance with ERISA and any other applicable laws prior to use. MetLife and its agents do not make any representations as to this document's compliance with ERISA or any other applicable laws. Changes may be necessary to assure compliance with ERISA and to assure consistency with Your specific plan provisions and plan administration.**