



Sickness and Accident and Life Insurance Benefits

Summary Plan Description

**For Cleveland Works UAW Employees
April 2013**

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This booklet is the plan document and summary plan description (SPD) of sickness and accident and life insurance benefits, which are incorporated in and made part of the collective bargaining agreements between Alcoa Inc. and United Autoworkers Local 1050. The effective date of the sickness and accident benefits is specified in the chart "Weekly Sickness and Accident Benefit" on page 5. The effective date for life insurance benefits is specified April 1, 2013. An SPD is intended to summarize the features of a plan in clear, understandable, and informal language for participants. The terms under which the plan operates are contained in this booklet and in the policy and/or certificate from the insurance company.

Si usted no entiende alguna parte de esta información, llame a la línea de Alcoa 1-888-ALCOA123 (1-888-252-6212). Para español diga "español" y su llamada será transferida a un representante quien pueda ayudar con asistencia de un intérprete en español.

Plan Overview

Alcoa offers a range of benefits to help protect you and your family in the event of your serious injury, accident, or death. These benefits include the following.

■ **Sickness and Accident (S&A) Benefits:**

These company-provided benefits are designed to replace a portion of your weekly income if you are unable to work because of illness or injury. The benefits are effective as indicated on page 5.

■ **Company-Provided Life Insurance:**

Alcoa offers the following life insurance coverage at no cost to you:

- employee life insurance;
- accidental death and dismemberment (AD&D) insurance; and
- business travel accident insurance.

■ **Optional Employee-Paid Life Insurance Programs:**

- **Group Universal Life (GUL) Insurance** product line through MetLife gives you the option to purchase additional life insurance for you and/or your family members. Note that GUL is not sponsored or administered by Alcoa.

See the individual sections of this booklet for details on each of these benefits.

Alcoa offers a range of benefits to help protect you and your family in the event of your serious injury, accident, or death.

Who Is Eligible

You are eligible for S&A benefits and company-provided life, AD&D, and business travel accident insurance if you are:

- an active full-time hourly employee who is a member of the United Autoworkers Local 1050 at the Cleveland Works facility; and
- Were hired prior to October 1, 2012.

NOTE: Employees hired on or after October 1, 2012 are eligible for the disability and life insurance programs applicable to non-bargaining unit employees of Cleveland Works. As such, these employees should refer to the separate Summary Plan Descriptions that were provided to them.

The following are *not* eligible: agency, leased, or contract employees, and other individuals who are not on the company payroll, as determined by the company, without regard to any court or agency decision determining common-law employment status.

Eligibility for optional employee-paid life insurance programs is determined by MetLife. See the individual sections of this booklet for specific information.

Sickness & Accident Benefits

Alcoa offers S&A benefits to help protect you and your family in the event of your illness or injury. S&A benefits are designed to replace a portion of your income while you are unable to work due to a work-related or non-work-related disability.

Who Pays the Cost

Alcoa pays the full cost of your S&A coverage.

Enrollment

No enrollment is necessary for S&A coverage. You automatically are enrolled in the plan on your first day of eligibility.

When Coverage Begins

Your S&A coverage begins on the first day you are actively at work after the completion of your probationary period as referenced in your collective bargaining agreement. If you are not actively at work on the date that coverage is scheduled to begin because of illness, injury, or an authorized leave of absence, coverage will begin on the date you return to active work.

When Coverage Ends

S&A coverage ends on the earlier of:

- your last day of active work, unless you are disabled, or take a military or personal leave of absence or an approved leave under the Family and Medical Leave Act (FMLA). (See “Coverage While Not at Work” on page 9 for information on when coverage may continue.);
- the date on which your coverage continuation ends if you are disabled or on a leave of absence as described above;
- the date on which the maximum benefit period that you are entitled to under the plan ends; or
- the day before you retire or stop accruing pension service.

When Benefits Are Payable

To receive S&A benefit payments, you must become totally disabled while you are covered under the plan. Totally disabled means that you are completely unable to perform the duties of your job due to injury, illness, or pregnancy, and you are under a doctor’s care. You also must submit proof of your continued total disability when it is requested by the claims administrator.

The number of weeks you may receive S&A benefits depends on your years of accumulated departmental seniority on the date your disability begins, as shown in the chart on the next page.

Your S&A coverage offers financial protection if you are unable to work due to illness or injury.

Maximum Benefit Period for Sickness & Accident Benefits	
Accumulated departmental seniority at start of disability absence:	S&A benefits may continue for up to:
Less than 2 years	26 weeks
2 or more years	104 weeks

S&A benefit payments begin on the earlier of the:

- first day of an absence due to a total disability because of an accident or outpatient surgery performed by a doctor;
- first day of an inpatient hospital confinement ordered by a doctor, including confinement as an organ transplant recipient or organ donor; or
- eighth day of a total disability due to sickness or pregnancy.

Benefits also are paid for the day you have routine outpatient hospital admission testing if:

- tests are done within five days of your confinement in the hospital;
- tests are not repeated once you are confined;
- you are not confined prior to the day of surgery; and
- you do not report for work on the day testing is performed.

To apply for benefits, call 1-888-ALCOA123 (1-888-252-6212). For full information on applying for benefits and claims procedures, see pages 39-41.

If you receive S&A benefits and then become disabled after you return to work, see “Recurring/Concurring Disability” on page 5 for information about your coverage.

Continuation of Other Alcoa Benefits

While you are disabled and receiving S&A benefits, coverage under your other benefits may continue. See the Health Care Benefits Summary Plan Description For Cleveland Works UAW Employees and other Summary Plan Description booklets for more information.

Effective January 1, 2014, employees absent from work and receiving S&A benefits will not be required to pay health care premiums. Instead, the weekly S&A benefit is reduced to cover the cost of health care coverage. The S&A benefit is reduced for everyone regardless of your health care election. The reduction is based on the average weekly employee health care contribution which is determined each year after the annual enrollment period closes. Employees who have elected to contribute to the Health Care Fund Flexible Spending Account will have the option to continue contributions to this account and will be billed separately if applicable.

Benefit Amount

For 2013, the amount of your weekly S&A benefit is based on your job grade as noted in the “Base Benefit Amount” column in the table below. Effective January 1, 2014 your weekly S&A benefit will also be based on the average weekly employee health care contribution that is effective for the year. A sample amount is noted in the table below. Your job grade is determined on the first day you are actively at work on or after August 1 each year. The average weekly employee health care contribution is determined each year after the annual enrollment period closes. The table below shows a sample average weekly employee health care contribution and a sample S&A benefit amount for 2014.

Weekly Sickness and Accident Benefit			
Job Grades	Base Benefit Amount	Sample Average Weekly Employee Healthcare Contribution for 2014*	Sample S&A Benefit Amount for 2014*
1-4	\$377	\$45	\$332
5-8	\$391	\$45	\$346
9-12	\$403	\$45	\$358
13-16	\$420	\$45	\$375
17-20	\$437	\$45	\$392
21-24	\$455	\$45	\$410
25 and above	\$473	\$45	\$428

*This is a sample amount. The amount is subject to change each year and will be determined after the annual enrollment period closes.

In addition, your S&A benefit is reduced by disability income you may receive from another source (see “Effect of Income from Other Sources” on page 7).

Recurring/Concurring Disability

The maximum benefit period (26 or 104 weeks) applies to:

- each unbroken period of disability from one or more causes; and
- separate absences due to the same or related causes, unless you are actively at work for at least three months between the first and second absence.

If you return to active work for three months or more between two periods of disability, the second absence is considered a separate period, unrelated to the first absence.

Benefits will not be paid beyond the maximum benefit period.

When Benefit Payments End

Your weekly S&A benefit payments end on the earlier of the date:

- you return to work, retire, stop accruing pension service, or die;
- you reach the maximum benefit period (26 or 104 weeks) to which you are entitled; or
- the plan ends.

S&A benefits may be suspended or delayed if you fail to provide proof of your total disability when it is requested by the claims administrator.

Situations Not Covered

S&A benefits are *not* paid for:

- the first seven calendar days of your disability, unless the disability is due to accident, inpatient confinement, or outpatient surgery;
- any period for which you do not provide proof of your continued total disability, as required by the claims administrator;
- any period longer than the maximum benefit period;
- any period on or after your retirement date; or
- any period during which you work for pay.

If the Claims Administrator Disputes Your Claim

If the S&A claims administrator disputes your disability claim, a third party review will be conducted to determine whether you are eligible to receive weekly S&A benefits. The doctor selected to do this review must be approved by your doctor and by the claims administrator. Expenses associated with the review process will be paid by the claims administrator.

You will receive your weekly S&A benefits while your claim is being reviewed, if you sign an authorization form allowing the claims administrator to recover any excess benefits you may be paid.

Right of Examination

The company or claims administrator reserves the right to have an examination conducted by a doctor of its choice, at no cost to you, while you are claiming disability benefits. To continue to be eligible for S&A benefits, you may be required by the company or claims administrator to provide satisfactory proof of your continued total disability.

Effect of Income from Other Sources

If you are eligible for disability income from other sources, your S&A benefit will be reduced by the amount of this other income. You receive the same total benefit amount determined by your S&A coverage—the difference is where the money comes from. Alcoa’s S&A benefit and the other sources of income will pay a benefit that together equals the total amount of your S&A benefit (as on page 5).

Other sources of income are considered to be:

- any other disability benefits provided by the government, such as benefits under workers’ compensation, the Occupational Disease Act, or the State Compulsory Disability Law;
- any primary reduced or unreduced old-age benefits or disability benefits from Social Security, except in the case of a trial work period (see “Effect of Income from Social Security” below and on page 8);
- any benefits received from the Railroad Unemployment Insurance Act or any similar law.

If you do not receive benefits from any other source of disability income (described above), you will receive the full amount of the Alcoa S&A benefit that you are entitled to, as long as you meet the definition of total disability (see page 35).

Any private disability insurance you may have is considered to be in addition to your Alcoa S&A, and therefore will *not* reduce the amount of S&A benefits you receive.

Effect of Income from Social Security

Any amount of Social Security benefit referred to as another source of income is determined on the basis of the terms of the Social Security Act in effect when you first are entitled to Social Security benefits in each continuous period of disability. The Social Security reduction does not include any reasonable legal or medical expenses incurred in appealing a Social Security denial, unless you are reimbursed for those expenses.

If you are entitled to Social Security benefits, your S&A weekly benefits are not reduced by the Social Security benefit if:

- you give the claims administrator proof that you have applied for these benefits before the 15th week of your disability; and
- your Social Security benefits are not provided when they are first due.

Your S&A benefits are reduced by any Social Security benefits that you are entitled to, when:

- your Social Security benefits start; or
- a total of 34 weeks of S&A benefits have been paid.

You must make arrangements to assure the claims administrator is repaid for any excess payment of S&A benefits that results when you receive Social Security benefits. This means that in order to receive S&A benefits, you must:

Your Alcoa S&A benefit is reduced by disability income from other sources.

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- agree to repay the claims administrator on receipt of retroactive payment from the Social Security Administration;
 - authorize the claims administrator to deduct the amount of excess payments from money the company owes you, including benefits, wages, and/or pension; and
 - authorize the Social Security Administration to give relevant information to the company.

S&A Benefits beyond 34 weeks are not payable unless you prove that:

- your Social Security benefits have been awarded; or
- although your Social Security benefits were denied, you requested a review of the denial within four weeks of the date of the denial. The repayment terms described previously apply.

Applying for Other Benefits

The claims administrator determines if you may be eligible to receive benefits from any other source of disability income, and will provide assistance in the timing and application of your claim for any of these benefits. You must apply for the other benefits when you first become eligible to claim benefits.

If you do not apply for the benefits correctly or at all, the claims administrator estimates the amount you could receive from these sources (except reduced primary old-age Social Security benefits) and reduces your S&A payment by that amount.

Other Adjustments

Overpayments can occur for a variety of reasons. The following are some common occurrences.

- You are eligible for S&A benefits and there is a dispute about your eligibility for workers' compensation, Occupational Disease Act, Railroad Unemployment Insurance Act, or similar benefits, and you receive S&A benefits while your claim is being reviewed.
- Government regulations require weekly disability benefits for injury or illness not related to work (e.g., state plan benefits for California, New York, New Jersey, Hawaii, Rhode Island, and the territory of Puerto Rico).

Whatever the reason for the overpayment, you must arrange to repay the claims administrator for any overpayment of S&A benefits that results when you receive benefits from any other source. You must:

- agree to repay the claims administrator or the company, as applicable, upon receipt of retroactive payment from any other source;
- authorize Alcoa to deduct the amount of overpayment from money the company owes you, such as pay and/or pension; and
- authorize the source of the payments to give relevant information to the claims administrator or the company, as applicable.

Coverage While Not at Work

In certain situations, S&A coverage may continue while you are not at work. This continuation begins on the last day you are actively at work and ends based on your status, as described below. If you are receiving S&A benefit payments on the date of these events, your payments will continue until you are no longer disabled or you have exhausted your benefits.

If You Are Laid Off

S&A coverage ends on the date you are laid off.

If You Are Suspended

If you are on a disciplinary suspension, S&A coverage continues for the period you are on suspension.

If You Take a Leave of Absence

If you take an approved leave of absence, your S&A coverage continues for 31 days (or until the end of the following month if your leave ends on any day other than the last day of the month).

If You Take a Leave of Absence for Duty in the Uniformed Services

If you are absent from work due to an approved leave of absence for training or duty in the "uniformed services" (which include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services), your S&A coverage continues for 31 days (or until the end of the following month if your leave ends on any day other than the last day of the month).

If You Take a Family or Medical Leave

Your S&A coverage continues for up to 12 weeks if you take an approved leave under the Family and Medical Leave Act (FMLA). See the *Work & Personal Life Benefit Programs* booklet for more information on FMLA.

General Plan Provisions for Life Insurance and AD&D

This section contains general information that applies to both your company-provided and optional employee-paid life insurance and Accidental Death & Dismemberment (AD&D) coverage. For detailed information on company-provided life insurance and AD&D, see pages 10-18. For optional employee-paid life insurance and AD&D, see pages 29-33.

Your Beneficiary

When you are first eligible for coverage under the plan, you must name one or more primary beneficiaries to receive your life insurance benefit if you die. You also may name contingent beneficiaries. You may designate or change your beneficiary via the *Your Benefits Resources*[™] (YBR) website <http://resources.hewitt.com/alcoa>, or you may call 1-888-ALCOA123 (1-888-252-6212) and select the “Life Insurance” option. If you enter your request via YBR, the change takes effect on the date your online request is submitted. If you submit a paper form, the change is effective on the date you sign the form. However, no beneficiary change will apply to any benefit payment made before the change was received by the claims administrator.

If you do not have a beneficiary on file at the time of your death, benefits will be paid to your estate. The claims administrator may instead pay that amount to your spouse or certified domestic partner, child(ren), parent(s), and/or sibling(s). Any of these payment arrangements discharge the claims administrator’s liability for the amount paid.

The beneficiary you choose for company-provided life insurance automatically will be your beneficiary for your business travel accident insurance benefits (see page 27).

Any questions concerning designations of beneficiaries should be directed to your attorney or estate-planning professional.

If Your Beneficiary Dies Before You

A beneficiary’s rights end if he or she dies before you. If this happens, the share for that beneficiary is divided among the remaining beneficiaries, unless you have made some other designation. If there is no primary beneficiary alive when you die, that amount is payable to your contingent beneficiary, if any, or to your estate. Payment is made to a contingent beneficiary only if all primary beneficiaries die prior to your death. The claims administrator may instead pay that amount to your spouse or certified domestic partner, child(ren), parent(s), and/or sibling(s). Any of these payment arrangements discharge the life insurance claims administrator’s liability for the amount paid.

How Benefits Are Paid

If the total of your life insurance and AD&D payment (not including business travel accident payment) to a beneficiary is:

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- more than \$5,000, the claims administrator will place the full benefit amount in a Total Control Account. This account is a guaranteed money market account. Your beneficiary may leave the money in the account, or withdraw part or all of the money.
 - less than \$5,000, your beneficiary automatically receives a check for the full amount.

Ability to Assign, Accelerate, Convert, or Continue Your Coverage

Depending upon the type of insurance coverage you have, you may be able to assign benefits, accelerate benefit payment, and convert or continue your coverage when you leave the company. The chart on page 12 highlights which plan provisions apply to each type of coverage.

Assignment of Benefits

If you choose, you may assign your rights to your life insurance and/or AD&D insurance. Assignment means that you give all rights to your coverage to your assignee, including:

- the right to any payments that would have otherwise been paid to you;
- the right to name and/or change the beneficiary who will receive any death benefit from your life insurance;
- the right to designate the method of payment;
- the right to make any further assignment; and
- the right to receive notification of any conversion privilege.

To assign your benefit, you must request an assignment form from the claims administrator by calling 1-800-451-4192. The completed form (including the assignee's witnessed signature accepting the assignment) must be sent to the claims administrator.

If you choose assignment for your company-provided life insurance, you must elect a separate beneficiary for your business travel accident insurance by calling 1-800-252-4670.

Accelerated Benefit Option

The Accelerated Benefit Option (ABO) is designed to assist you with the financial burden of a terminal illness. You may apply for accelerated benefits if you are diagnosed as terminally ill (that is, generally considered to have less than six months to live).

Accelerated benefits may be elected only once and are paid in a lump sum. You must have at least \$10,000 in life insurance to elect ABO. In addition, some states mandate the minimum amount payable as an ABO.

The maximum accelerated benefit amount payable is 50% of your company-provided life insurance coverage in effect and \$250,000 in optional life insurance.

Accelerated benefits may be taxable. If so, you or your beneficiary may incur a tax obligation. Consult a personal tax advisor to determine the impact of this benefit.

Any accelerated benefit amounts you receive will reduce death benefits payable to a beneficiary and may affect eligibility for Medicaid and other government benefits or entitlements.

For more information on ABO, call 1-888-ALCOA123 (1-888-252-6212) and select the "Life Insurance" option.

Overview of Plan Provisions for Each Type of Coverage				
Type of Coverage	Assignment	Accelerated Benefit	Convertible	Portable
Company-Provided Life Insurance	Yes	Yes	Yes	No
Accidental Death & Dismemberment (AD&D) Insurance	Yes	No	No	No
Business Travel Accident Insurance	Yes	No	No	No

Overview of MetLife GUL Program				
Type of Coverage	Assignment	Accelerated Benefit	Convertible	Portable
MetLife Group Universal Life (GUL) Insurance Products				
GUL-Cash Accumulation Fund	Yes	Yes	No	Yes
Term Insurance for You	Yes	Yes	No	Yes
Term Insurance for Your Spouse or certified domestic partner	No	Yes	No	Yes
Term insurance for Your Child	Yes	No	Yes	No

How to Convert or Continue Coverage

If you terminate your employment with the company or retire, you may:

- *convert* all or part of your company-provided and optional employee-paid life insurance coverages, except MetLife Group Universal Life (GUL), to a personal policy (see “Converting to a Personal Policy” below).
- *continue* any GUL coverage you elect. This is called “portability of coverage” (see explanation below) and differs from converting to a personal policy.

Converting to a Personal Policy

You have the opportunity to convert your life insurance to a personal policy if your life insurance is terminated or reduced because you leave the company for any reason, including retirement, or the plan ends. You must apply to the life insurance claims administrator in writing within 31 days after the date your company-provided life insurance ends or is reduced.

The converted coverage must be a type of coverage issued by the claims administrator and must be an amount equal to or less than the coverage being terminated or reduced.

If you lose coverage because the plan ends, you must have been covered under the plan for at least five years to have this conversion privilege. In this situation, you can convert no more than the lesser of:

- the amount of your life insurance coverage on the date that the life insurance plan ends, less any group policy amount issued within 31 days after the life insurance plan ends; or
- \$2,000 (for New Hampshire residents, this amount is \$10,000).

You can obtain a personal policy without a medical examination. The personal policy will not include disability or AD&D benefits.

Converted coverage becomes effective on the 32nd day after company-provided life insurance ends or is reduced. If you die before that date, the life insurance claims administrator will pay your beneficiary the highest amount of life insurance for which a policy could have been issued, whether or not you had applied for a personal policy.

Call the claims administrator at 1-877-275-6387 for more information or to apply for a personal policy.

Portability of Coverage

If you terminate employment or retire, you may continue the full amount or a lower amount of Group Universal Life (GUL) coverage up to a maximum of \$1,000,000.* This is called portability of coverage and differs from converting to a personal policy.

** The maximum amount of employee life insurance that can be continued for residents of Michigan is \$149,000. Residents of South Dakota, Oregon, or Vermont cannot continue life insurance but can convert coverage.*

Once you elect portability of coverage, you may only decrease the amount of coverage in the future; you cannot increase it. Your continued (ported) coverage will reduce by 50% at age 70 and end at age 80. (The 50% reduction at age 70 or the amount cancelled at age 80 may be converted to a personal policy, as described on page 13.)

To apply for portability of coverage, you must contact the claims administrator in writing within 31 days of the date of your termination or retirement. The portability process must be completed within 90 days from the date coverage ends.

If you elect portability, your coverage begins the month following the month in which your employment ends. You will receive your premium notices on a monthly basis, and you will make payments directly to the insurance company.

The cost of porting coverage is usually lower than the cost of converting to a personal policy. Evidence of insurability may be required.

Company-Provided Life Insurance

Your company-provided life insurance offers financial security for your family in the event of your death.

Who Pays the Cost

Alcoa pays the full cost of your company-provided life insurance coverage.

Enrollment

You automatically are enrolled in company-provided life insurance on your first day of work. However, you must complete a beneficiary designation form. To obtain this form, call 1-888-ALCOA123 (1-888-252-6212) and select the “Life Insurance” option. For more information on designating a beneficiary, see “Your Beneficiary” on page 10.

When Coverage Begins

Your company-provided life insurance coverage begins after the completion of your probationary period as referenced in your collective bargaining agreement. If you are not actively at work on the date that coverage is scheduled to begin because of illness, injury, or an authorized leave of absence, coverage will begin on the date you return to active work.

When Coverage Ends

Company-provided life insurance coverage ends on your last day of active work, unless you are laid off, suspended, totally disabled, or on an approved leave of absence (including FMLA leave and leave of absence for Duty in the Uniformed Services), or retire, as described below. See “Coverage While Not at Work” on pages 16-18 for information on when coverage may continue.

Benefit Payment

For an Active Employee

If you are an active employee and die from any cause while coverage is in effect, your beneficiary will receive \$48,000.

For a Retiree (excluding Deferred Vested Retirement)

If you retire:

- at age 62 or older, the amount of your company-provided life insurance is reduced to \$7,500.
- before age 62, your company-provided life insurance is maintained in full until you reach age 62; then it is reduced to \$7,500.

Note: Employees hired on or after April 1, 2009 are not eligible for retiree life insurance.

See “How Benefits are Paid” on page 10 for more information on how benefits are paid by the claims administrator.

Continuing Coverage at Termination of Employment

If you terminate employment, you may convert the full amount or a lower amount of company-provided life insurance in effect at termination to a personal policy.

Also, if you retire and your company-provided life insurance is reduced to \$7,500, you may convert the amount by which your life insurance is reduced (up to \$40,500) to a personal policy.

For more information, see “Converting to a Personal Policy” on page 13.

Coverage While Not at Work

In certain situations, your company-provided life insurance may continue while you are not at work. This continuation begins on the last day of the pay period in which you were actively at work and ends based on your status, as described in the following sections.

If You Are Laid Off or Suspended

If you are laid off or suspended, company-provided life insurance coverage continues as shown below.

Company-Provided Life Insurance During Layoff/Suspension	
Accumulated departmental seniority at start of layoff/suspension:	Coverage may continue for up to:
• Less than 2 years	6 months*
• 2 years but less than 10 years	1 year*
• 10 or more years	2 years
* While on layoff/suspension, you may continue coverage up to a total of 24 months, dependent upon your seniority, by paying the appropriate premium.	

If You Are Disabled

If your disability is *not* work related, company-provided life insurance coverage continues as shown below.

Company-Provided Life Insurance During Non-Work-Related Disability	
Accumulated departmental seniority at start of disability absence:	Coverage may continue for up to:
• Less than 2 years	1 year
• 2 or more years	2 years

If your disability *is* work related, company-provided life insurance coverage continues as shown below.

Company-Provided Life Insurance During Work-Related Disability	
Accumulated departmental seniority at start of disability absence:	Coverage may continue for up to:
• Less than 2 years	2 years
• 2 or more years	4 years

The company-provided coverage may not continue beyond the date of final payment of workers' compensation benefits (or the end of the period used to figure a lump-sum workers' compensation payment).

If You Are Totally Disabled

If you become totally disabled before age 65, your company-provided life insurance is continued by Alcoa.

For purposes of life insurance coverage, totally disabled means that, due to sickness or injury, you are completely unable to engage in any business or occupation and cannot perform any work for compensation or profit.

Your company-provided coverage will continue if you:

- remain totally disabled until the later of the date you reach age 65 or retire; and
- provide written proof to the life insurance claims administrator that your disability has lasted without a break for at least nine months. This proof must be given within one year of the date your disability began. After the initial notice, you must submit proof of your continued total disability at least once each year. The claims administrator may require that you be examined by doctors of its choice, at company expense.

The life insurance amount in effect on the date your disability begins will continue until the later of the date you reach age 62 or retire; then coverage is reduced (see "Benefit Payment" on page 15). You must provide the life insurance claims administrator with proof of your total disability when required or your company-provided life insurance coverage will end.

If You Take a Leave of Absence

If you take an approved leave of absence, your company-provided life insurance continues for two months (or until the end of the month in which your leave ends if any day other than the last day of the month).

If You Take a Family or Medical Leave of Absence

If you take an approved leave under the Family and Medical Leave Act (FMLA), company-provided life insurance continues during your leave. See the *Work & Personal Life Benefit Programs* booklet in your **Total Compensation Binder** for information on FMLA.

If You Take a Leave of Absence for Duty in the Uniformed Services

If you are absent from work due to an approved leave of absence for training or duty in the "uniformed services" (which include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services), your company-provided life insurance continues for up to 12 months, starting on the date your uniformed service begins.

If you had 10 or more years of accumulated departmental seniority at the start of your uniformed service, your coverage continues for up to 24 months, starting on the date your uniformed service begins.

If You Retire (excluding Deferred Vested Retirement)

If eligible, your company-provided life insurance is maintained in full until the later of:

- the date you reach age 62; or
- your retirement date (the first day of the month in which retirement is approved to commence).

If you retire:

- at age 62 or older, the amount of your company-provided life insurance is reduced to \$7,500.
- before age 62, your company-provided life insurance is maintained in full until you reach age 62; then it is reduced to \$7,500.

You may convert the amount of life insurance that is reduced to a personal policy, as described on page 13.

Will Preparation Services

Will preparation services are available to Alcoa employees and retirees who are covered for company-paid group term life insurance through Metropolitan Life Insurance Company (MetLife).

This service is provided by Hyatt Legal Plans, a MetLife Company, and is available to you while you remain covered by Alcoa's company-paid group term life insurance, which is insured by MetLife.

You may have a will prepared or update an existing will for yourself and your spouse or certified domestic partner by a participating attorney at no cost to you. This service also includes the preparation of Living Wills and Powers of Attorney. Estate Resolution Services are available at no cost if you use a participating Hyatt Legal Plans attorney.

If you go to a non-participating attorney, you must submit a claim to be reimbursed for covered services. In this case, the amount of reimbursement is based on a set fee schedule, and you must pay any difference between the set fee and the attorney's actual charge.

Living trusts and tax planning services are *not* covered by the Will Preparation Service.

To use the service, follow the instructions below.

- Call Hyatt Legal Plans' toll-free telephone number, 1-800-821-6400, weekdays from 8 a.m. to 6 p.m., Eastern Time.
- Provide the client service representative with Alcoa's Group Number 12345 and your Social Security number (employee or retiree number only).
- The representative will then assist you in locating a participating attorney in your area and provide you with a case number to give to the participating attorney of your choice.
- Call the participating attorney and schedule an appointment to begin the process of preparing or updating your will.

From time to time eligible services may change. For more information about covered services, or to obtain a claim form, call Hyatt Legal Plans directly at 1-800-821-6400.

Important Note:

The services provided by Hyatt Legal Plans are not sponsored by Alcoa, nor are they endorsed by Alcoa or the United Autoworkers Local 1050. Alcoa and the union make no recommendation regarding the use of these services.

Company-Provided Accidental Death and Dismemberment (AD&D) Insurance

Accidental death and dismemberment insurance (AD&D) provides financial protection in the event you die or are dismembered as a result of an accident. In the case of accidental death, this benefit would be paid in addition to any life insurance you have.

If you are injured in an accident that occurs while AD&D coverage is in effect, AD&D benefits will be paid for a covered loss shown in the chart on page 21 as long as:

- the accident is the sole cause of the injury; and
- the injury is the sole cause of the covered loss.

Who Pays the Cost

Alcoa pays the full cost of your AD&D coverage.

Enrollment

You automatically are enrolled in company-provided AD&D coverage on your first day of work.

When Coverage Begins

Your company-provided AD&D coverage begins after the completion of your probationary period as referenced in your collective bargaining agreement. If you are not actively at work on the date that coverage is scheduled to begin because of illness, injury, or an authorized leave of absence, coverage will begin on the date you return to active work.

When Coverage Ends

Company-provided AD&D coverage ends on your last day of active work, unless you are laid off, suspended, totally disabled, or on an approved leave of absence (including FMLA leave and leave of absence for Duty in the Uniformed Services), or retire. See "Coverage While Not at Work" on pages 23-25 for information on when coverage may continue.

You cannot continue (port) or convert AD&D coverage (see chart on page 12).

Accidental death and dismemberment insurance (AD&D) provides financial protection in the event you die or are dismembered as a result of an accident.

Covered Losses

AD&D benefits are payable as shown below if you die or suffer certain bodily losses as the direct result of an accidental injury.

AD&D Coverage	
Covered Loss (subject to exclusions)	Benefit Amount
Life	\$96,000
A hand	\$48,000
A foot	\$48,000
Sight of an eye	\$48,000
Any combination of a hand, a foot, or sight of an eye	\$96,000
Thumb and index finger of same hand	\$24,000
Speech and hearing in both ears	\$96,000
Speech or hearing in both ears	\$48,000
Quadriplegia (total paralysis of both upper and lower limbs)	\$96,000
Paraplegia (total paralysis of both lower limbs)	\$48,000
Hemiplegia (total paralysis of upper and lower limbs on one side of the body)	\$48,000
<p><i>Loss of sight of an eye means that the eye is entirely blind and that no sight can be restored in that eye.</i></p> <p><i>Loss of a hand means that all of the hand is cut off at or above the wrist.</i></p> <p><i>Loss of a foot means that all of the foot is cut off at or above the ankle.</i></p> <p><i>Loss of thumb and index finger means actual severance through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.</i></p> <p><i>Loss of speech and hearing means an entire and irrevocable loss that has lasted continuously for 12 consecutive months following the injury.</i></p> <p><i>Paralysis means the loss of use, without severance, of a limb. Paralysis must be determined by a competent medical authority to be permanent, complete, and irreversible.</i></p>	

Maximum Benefit for All Covered Losses in Each Accident

When multiple covered losses are sustained in one accident, the AD&D benefit is payable for each loss, up to the maximum AD&D benefit amount of \$96,000.

Payment of Benefits

Payment of AD&D benefits for a covered loss is paid in a lump sum when the claims administrator receives notice and satisfactory proof of the loss.

AD&D benefits will be paid:

- to your beneficiary for the loss of your life; or
- to you for any other covered loss you sustain.

Motor Vehicle Accident Benefit

The claims administrator will pay an additional amount equal to 10% of the total amount of AD&D coverage in effect for the loss of life that results from injuries sustained while driving or riding in a private passenger car if your seat belt was properly fastened. Payment of the additional 10% will not be made if you were under the influence of alcohol or drugs while operating the motor vehicle.

“Passenger car” means any validly registered four-wheel private passenger car. It does not include:

- any commercially licensed car; or
- a private passenger car that is being used for commercial purposes.

“Seat belt” means any restraint device that:

- meets published federal safety standards;
- has been installed by the car manufacturer; and
- has not been altered after such installation.

The investigating officer must certify the correct position of the seat belt, and a copy of the police report must be submitted with the claim.

The AD&D exclusions listed in the next section also apply to the motor vehicle accident benefit.

Exclusions for Company-Provided AD&D Coverage

AD&D benefits will *not* be paid for any covered loss if it in any way results from or is caused or contributed to by:

- physical or mental illness, diagnosis or treatment for the illness;
- an infection, unless it is caused by an external wound that can be seen and that was sustained in an accident;
- suicide or attempted suicide;
- injuring oneself on purpose;
- the use of any drug or medicine voluntarily taken, unless used on the advice of a doctor;
- committing or trying to commit a felony or other serious crime or assault; or
- war or warlike action in time of peace, including terrorist acts.

Coverage While Not at Work

Company-provided AD&D coverage may continue while you are not at work. This continuation begins on the last day of the pay period in which you were actively at work and ends based on your status, as described in the following sections.

If You Are Laid Off or Suspended

If you are laid off or suspended, company-provided AD&D coverage continues as shown below.

Company-Provided AD&D Coverage After Layoff/Suspension	
Accumulated departmental seniority at start of layoff/suspension:	Coverage may continue for up to:
• Less than 2 years	6 months*
• 2 years but less than 10 years	1 year*
• 10 or more years	2 years
* <i>While on layoff/suspension, you may continue coverage up to a total of 24 months, dependent upon your seniority, by paying the appropriate premium.</i>	

If You Are Disabled

If your disability is *not* work related, company-provided AD&D coverage continues as shown below.

Company-Provided AD&D Coverage During Non-Work-Related Disability	
Accumulated departmental seniority at start of disability absence:	Coverage may continue for up to:
• Less than 2 years	1 year
• 2 or more years	2 years

If your disability *is* work related, company-provided AD&D coverage continues as shown below.

Company-Provided AD&D Coverage During Work-Related Disability	
Accumulated departmental seniority at start of disability absence:	Coverage may continue for up to:
• Less than 2 years	2 years
• 2 or more years	4 years

Coverage may not continue beyond the date of final payment of workers' compensation benefits (or the end of the period used to figure a lump-sum workers' compensation payment).

If You Take a Leave of Absence

If you take an approved leave of absence, your company-provided AD&D insurance continues for two months. If coverage would normally end on any day but the last day of the second month, coverage will be continued until the end of the second month.

If You Take a Family or Medical Leave of Absence

If you take an approved leave under the Family and Medical Leave Act (FMLA), company-provided AD&D insurance continues during your leave. See the *Work & Personal Life Benefit Programs* booklet for information on FMLA.

If You Take a Leave of Absence for Duty in the Uniformed Services

If you are absent from work due to an approved leave of absence for training or duty in the "uniformed services" (which include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services), your company-provided AD&D insurance continues for up to 12 months, starting on the date your uniformed service begins.

If you had 10 or more years of accumulated departmental seniority at the start of your uniformed service, your coverage continues for up to 24 months, starting on the date your uniformed service begins.

If You Terminate Employment or Retire

AD&D insurance coverage ends at termination of employment or retirement. You cannot continue (port) or convert coverage to an individual personal policy.

Business Travel Accident Insurance

Alcoa provides business travel accident insurance at no cost to you. This coverage is automatic and no enrollment is required.

Business travel accident insurance pays a benefit if you die accidentally or suffer certain bodily losses while you are traveling on authorized company business, including travel to transfer from one Alcoa work location to another. Coverage is provided for your spouse or certified domestic partner and/or dependent children if they accompany you on a business trip. Dependent children also includes the children of a certified domestic partner.

Your business trip is considered to have begun when you leave your residence or regular work location on authorized company business and continues until you return to your residence or regular work location.

For you, business travel accident insurance benefit coverage is the greater of:

- \$100,000; or
- three times your annual base pay up to a maximum of \$1.5 million.

Business travel accident insurance coverage is \$25,000 for your spouse or certified domestic partner and \$10,000 for each dependent child, provided they are accompanying you on a business trip authorized by and at the expense of Alcoa. Dependent children also includes the children of a certified domestic partner.

Effect on Life and AD&D Insurance

If your covered loss occurs while you are traveling on company business, business travel accident benefits are paid in addition to the total amount of life insurance and/or AD&D benefits paid to you or your beneficiary.

Schedule of Benefits

Benefits are payable for death, covered accidental death and dismemberment (AD&D) losses, and loss of use as shown in the chart on page 27.

If more than one insured person suffers a loss in the same accident, the insurance company will not pay more than \$20 million per accident. If the applicable benefit amount for the loss would exceed the maximum, the maximum will be divided proportionally among the covered persons, based on each applicable benefit amount.

If a covered person has multiple losses as the result of one accident, the insurance company will pay only the single largest benefit applicable to the losses suffered.

Any benefits for your death are paid automatically to your beneficiary; benefits for your dismemberment or loss of use or for an eligible dependent's loss are paid to you.

**Alcoa provides
business travel
accident insurance
at no cost to you.**

Business Travel Accident Insurance Benefits	
Covered Losses	Benefit
Life	100%
Speech and hearing	100%
Speech and a hand, a foot, or sight of one eye	100%
Hearing and a hand, a foot, or sight of one eye	100%
Both hands; both feet; sight of both eyes; or a combination of a hand, a foot, or sight of one eye	100%
One hand, one foot, or sight of one eye	50%
Speech or hearing	50%
Thumb and index finger of the same hand	25%
<p><i>Loss of sight of an eye means total and irrevocable loss of sight to the extent of legal blindness.</i></p> <p><i>Loss of a hand or foot means the total and permanent loss of function of a hand or a foot.</i></p> <p><i>Loss of speech means the permanent and irrecoverable total loss of the capability of speech without the aid of mechanical devices, as determined by a physician.</i></p> <p><i>Loss of hearing means the total and permanent loss of function.</i></p>	

Exclusions

Business travel accident insurance benefits are *not* payable if:

- the loss is caused by or results from an employee's or eligible dependent's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection (except if the bacterial infection is caused by the accident or because of consuming a substance that is contaminated by bacteria), or bodily malfunctions;
- the loss is due to suicide, attempted suicide, or a self-inflicted injuries;
- you are incarcerated; or
- you are in the service in the armed forces.

Your Beneficiary

The beneficiary you name for your company-provided life insurance automatically is the beneficiary for your business travel accident insurance. However, if you assign your life insurance (as described on page 11), you must make a separate beneficiary designation for your business travel accident insurance by calling 1-800-252-4670.

When Coverage Ends

Business travel accident insurance ends when you are no longer eligible to participate in the plan or on the date your employment ends for any reason, including retirement. You cannot continue (port) or convert your business travel accident insurance coverage.

Assignment of Benefits

If you choose, you may assign your rights to business travel accident insurance (see chart on page 12). You must request an assignment form by calling the claims administrator at 1-800-252-4670.

Optional Employee-Paid Life Insurance

To supplement your company-provided life insurance, you may purchase additional coverage through MetLife's Group Universal Life (GUL) product line.

Group Universal Life (GUL)

The MetLife Group Universal Life (GUL) program provides you the opportunity to purchase additional life insurance for you and your dependents. You may elect term life insurance or Group Universal Life (GUL) for yourself and term life insurance for your spouse or certified domestic partner and dependent children.

Important Note:

The GUL program is not sponsored by Alcoa or United Autoworkers Local 1050 nor is it endorsed by Alcoa or the union. Alcoa and the union make no recommendation regarding the purchase of this coverage. *The program is not covered by ERISA and the rights described in "Administrative Information" on pages 36-44 do not apply to this program.*

Who Is Eligible

You, your spouse or certified domestic partner, and unmarried dependent children under age 26 are eligible for life insurance coverage under this program, if you are an active full-time hourly employee at an Alcoa location or participating subsidiary that offers the program. Dependent children also includes the children of a certified domestic partner.

The following are not eligible: part-time, agency, leased, or contract employees, and other individuals who are not on the company payroll, as determined by the company, without regard to any court or agency decision determining common-law employment status.

Coverage for a Domestic Partner

You can cover your domestic partner of the same or opposite gender under the Group Universal Life (GUL) program (see the definition on page 34).

When you enroll a domestic partner, you will be required to provide proof that your partner meets Alcoa's eligibility guidelines. Once this required proof is accepted by the Plan, your domestic partner is considered a "certified domestic partner".

Required proof includes, but is not limited to:

- a valid state-issued marriage certificate (for same-gender couples), or a Declaration of Domestic Partner Affidavit, which among other documentation requires you to prove that your relationship has existed for at least 12 months, and that you and your partner are financially interdependent;
- documentation showing that you both reside at the same address; and
- two other forms of proof, such as a lease or deed in the names of both parties which describes the parties as joint tenants, or tenants by the entirety; or proof of a joint checking, savings, or credit card account.

For a complete list of required documentation, call 1-888-ALCOA123 (1-888-252-6212), or go to *Your Benefits Resources*™ (YBR) website at <http://resources.hewitt.com/alcoa>.

Enrollment

You may enroll for GUL at any time by contacting MetLife at 1-800-523-2894. You will not have to provide evidence of insurability, subject to certain limits, if you enroll within 60 days of your hire or eligibility date.

Coverage Options

The GUL program offers the following coverage options.

- Term life insurance for you from one to five times your annual compensation (rounded to the next higher \$5,000), which includes an accidental death benefit.
- GUL insurance for you from one to five times your annual compensation (rounded to the next higher \$5,000), which includes an accidental death benefit. You also may participate in a tax-deferred cash accumulation fund.
- Term life insurance for your spouse or certified domestic partner in \$10,000 increments of coverage to a maximum of \$50,000, or \$100,000; and for your dependent child(ren) a choice of \$2,000, \$4,000, or \$10,000 per child.

Who Pays the Cost

You pay the full cost of any GUL/Term Life Insurance you choose with after-tax dollars deducted from your paycheck.

The cost for GUL/Term Life Insurance for yourself is based on your age, whether or not you use tobacco products, and the amount of coverage you choose based on your annual compensation. The cost of coverage for your spouse or certified domestic partner is based on his or her age and the coverage amount. The cost for child coverage is a flat amount based on the coverage level chosen.

Your cost for GUL/Term Life Insurance for yourself will change as of January 1 each year, based on your age and your annual compensation as of December 31 of the previous year. The cost of insurance for your spouse or certified domestic partner may increase based on his or her age as of December 31.

For More Information

For more information on MetLife's GUL product line or to enroll, call MetLife directly at 1-800-523-2894.

Who Pays the Cost

You pay your required cost of any optional life insurance and AD&D coverage with after-tax dollars from your paycheck.

When Coverage Ends

Your optional life insurance and AD&D coverage ends on the earlier of the date:

- you are no longer an employee of the company;
- you fail to pay your required premiums;
- you are no longer eligible for coverage under the plan; or
- the plan ends.

If you leave the company or retire, you may convert any optional life insurance that ends or is reduced to a personal policy; however, all AD&D coverage ends. See “Converting to a Personal Policy” on page 13 for more information.

Coverage While Not at Work

Your GUL benefits may continue while you are not at work, provided you continue to pay your required premiums. This continuation begins on the last day of the pay period in which you were actively at work and ends based on your status, as described in the following sections.

If You Are Laid Off or Suspended

If you are laid off or suspended, GUL coverage continues as shown below.

GUL During Layoff/Suspension	
Accumulated departmental seniority at start of layoff/suspension:	Coverage* may continue for up to:
• Less than 2 years	6 months
• 2 years but less than 10 years	1 year
• 10 or more years	2 years
<i>* While on layoff/suspension, you may continue coverage up to a total of 24 months, dependent upon your seniority, by paying the appropriate premium.</i>	

If You Are Disabled

If you are disabled, GUL continues as shown below.

GUL During Disability Absence	
Accumulated departmental seniority at start of disability absence:	Coverage may continue for up to:
Less than 2 years	1 year
2 or more years	2 years e

If You Are Totally Disabled

If you become totally disabled before age 60, Alcoa will pay the cost of your optional voluntary life insurance if you:

- remain totally disabled until you die.
- provide written proof to the claims administrator that your disability has lasted without a break for at least nine months. This proof must be given within one year of the disability date. After the initial notice, you must submit proof of your continued total disability at least once each year. The claims administrator may require that you be examined by a doctor(s) of its choice, at company expense.

For purposes of life insurance coverage, totally disabled means that, due to sickness or injury, you are completely unable to engage in any business or occupation and cannot perform any work for compensation or profit.

The optional life insurance amount in effect on the date your disability begins will continue until the later of the date you reach age 65 or retire; then coverage is reduced.

You must provide the claims administrator with proof of your total disability when required or your optional life insurance coverage will end.

If You Take a Leave of Absence

If you take an approved leave of absence, your optional insurance continues for two months. If coverage would normally end on any day but the last day of the second month, coverage will be continued until the end of the second month.

If You Take a Family or Medical Leave of Absence

If you take an approved leave under the Family and Medical Leave Act (FMLA), your optional insurance continues during your leave. See the *Work & Personal Life Benefit Programs* booklet in your **Total Compensation Binder** for information on FMLA.

If You Take a Leave of Absence for Duty in the Uniformed Services

If you are absent from work due to an approved leave of absence for training or duty in the "uniformed services" (which include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services), your optional insurance continues for up to 12 months, starting on the date your uniformed service begins.

If you had 10 or more years of accumulated departmental seniority at the start of your uniformed service, your optional insurance continues for up to 24 months, starting on the date your uniformed service begins.

For More Information

If you are enrolled or wish to enroll in the MetLife Group Universal Life (GUL) Program, contact MetLife directly at 1-800-523-2894 for complete information about this program.

Definitions

Here are the definitions for some terms used in this booklet. If you have questions on these or other terms, call 1-888-ALCOA123 (1-888-252-6212).

Accumulated Departmental Seniority

The seniority acquired by you since your last date of hire, measured in years, months, and days. It is subject to the provisions of the collective bargaining agreement between Alcoa and your union.

Actively at Work

You are considered actively at work if you:

- are presently at work for the company; or
- were present at work on the last scheduled working day before:
 - a scheduled vacation;
 - an absence due to a paid holiday, paid jury or witness day, or a paid bereavement day;
 - a scheduled day off within your working schedule;
 - a short-term absence for authorized local union business; or
 - a family or medical leave.

Beneficiary

The person or persons, organization, or legal entity you name as your primary or contingent beneficiary to receive any payment due from the plan when you die.

- Primary beneficiary—the person(s) or entity first in line to receive the benefit under the plan when you die.
- Contingent beneficiary—the person(s) or entity next in line to receive the benefit under the plan when you die if no primary beneficiary survives beyond your death.

Company

Alcoa Inc. and its affiliated companies that offer this plan.

Doctor

A person who is legally licensed to practice medicine and is not related to you. A licensed medical practitioner will be considered a doctor if:

- applicable state law requires that such practitioners be recognized for the purposes of certification of disability; and
- the care and treatment provided by the practitioner is within the scope of his or her license.

Domestic Partner / Certified Domestic Partner

Your partner of the same gender or opposite gender who is not otherwise your legal spouse or common-law spouse (as defined by federal law). In addition, you and your partner must meet the following criteria:

- you must be living together for one or more years;
- you must be financially interdependent; and
- you must not be blood relatives.

You must submit either a valid state-issued marriage certificate (for same gender couples) or an affidavit, and supporting documentation as part of the domestic partner verification process. Once this information is accepted by the Plan, your domestic partner will be considered a, “certified domestic partner”..

ERISA

The Employee Retirement Income Security Act of 1974, a federal law that governs group benefit plans.

Full-Time Employee

An active employee who works on a regular work schedule and is not a part-time or temporary employee.

Layoff

A temporary absence from employment because of a reduction in the workforce.

Leased Employee

Leased employees as defined in the Internal Revenue Code, Section 414(n), as amended.

Not Work Related

A disease or injury that does not arise out of (or in the course of) any work for pay or profit. A disease or injury will be deemed to be not work related regardless of cause if you are not entitled to benefits under workers' compensation laws.

Part-Time Employee

An active employee who works at least 50% but less than 100% of the regular work schedule for that location, but who is not a temporary employee.

Retire

To be eligible for and elect retirement under a company retirement plan.

Temporary Employee

An employee paid on a hourly basis through Alcoa's payroll system who:

- does not work on a regular schedule, or works less than 50% of the regular hours for that location, or works 50% or more of the regular hours for that location but is hired for a specified period of time not to exceed 12 months; and
- is not eligible for any company benefits.

Totally Disabled

Totally disabled means that you are completely unable to perform the duties of your job due to injury, illness, or pregnancy, and you must be under a doctor's care.

While disabled, you must receive appropriate care or treatment from a doctor on a continuing basis. For the purpose of this plan, appropriate care and treatment means that all medical care and treatment must be:

- received from a doctor whose medical training and clinical experience are suitable for treating your disability;
- necessary to meet your basic health needs and of demonstrable medical value;
- consistent in type, frequency, and duration of treatment with relevant guidelines of national medical, research, and health care coverage organizations and government agencies;
- consistent with the diagnosis of your condition; and
- directed toward maximizing your medical improvement.

Administrative Information

This booklet provides a summary of S&A and life insurance benefits under the Employees' Group Benefits Plan of Alcoa Inc., Plan II. This plan is governed by the Employee Retirement Income Security Act of 1974 (ERISA).

This section contains legal and administrative information you may need to contact the right person for information or help. Although you may not use this information often, it can be helpful if you want to know:

- how to contact the plan administrator;
- how to contact the claims administrator;
- what to do if a benefit claim is denied; and
- your rights under ERISA and other federal laws such as COBRA.

MetLife Group Universal Life (GUL) products are not sponsored by Alcoa and are not covered by ERISA; therefore, the rights described in this section do not apply to the GUL program.

Upon written request to the plan administrator, you may obtain a list of employers that participate in the plan. You also may inquire if your particular employer participates in the plan and obtain the employer's address. The plan is maintained pursuant to one or more collective bargaining agreements. Upon written request, you may receive information on whether the plan covers the members of your particular employee organization, obtain the address of that employee organization if members are covered under the plan, and obtain a copy of that collective bargaining agreement.

Plan Administrator and Sponsor

The plan (except GUL) is administered and sponsored by Alcoa. You may contact the plan administrator at:

Plan Administrator—Sickness and Accident
Benefits and Life, AD&D, and Business Travel Accident Insurance
Alcoa Inc.
Alcoa Corporate Center
201 Isabella Street
Pittsburgh, PA 15212-5858
(412) 553-4545

The plan administrator has the discretionary authority to determine eligibility under all provisions of the plan; correct errors, supply omissions, and reconcile inconsistencies in the plan; ensure that all benefits are paid according to the plan; interpret plan provisions for all participants and beneficiaries; and decide issues of credibility necessary to carry out and operate the plan. Benefits under the plan will be paid only if the plan administrator decides in its discretion that the applicant is entitled to them.

Benefits Management Committee Role

The plan administrator has designated the Benefits Management Committee to oversee the operation of this plan.

Except for duties performed by the claims administrator and the plan administrator, the Benefits Management Committee has the complete discretionary authority to adopt such rules for the administration of these plans as it considers desirable, and may construe and interpret the plans, determine eligibility, correct errors, supply omissions, reconcile inconsistencies, and decide issues of credibility to the extent it deems necessary to operate the plans. Any actions taken pursuant to this paragraph are discretionary actions of the Benefits Management Committee and shall be conclusive, final, and binding on all parties.

Plan Year

The plan year is January 1 through December 31.

Type of Plan

This plan is called a “welfare plan” under ERISA; it helps protect you against financial loss in case of sickness, injury, or death.

Identification Numbers

Following are the Employer Identification Number (EIN) and plan numbers for the company and each plan:

- Alcoa Inc.: EIN 25-0317820
 - Employees’ Group Benefits Plan, Plan II. Plan Number 503 (Sickness & Accident Benefits and Company-provided Life, AD&D, and Business Travel Accident Insurance)

-
- Optional Life Insurance. Plan Number 505 (Voluntary Life and AD&D Insurance, Additional Voluntary Life and AD&D Insurance, Supplemental Life and AD&D Insurance, and Contributory Life and AD&D Insurance)

When referring to the plan in claims appeals or other correspondence, you will receive help more quickly if you use the full plan name and number.

Type of Administration

All benefits provided under the plan are insured and governed by group insurance policies issued by the insurance companies. The plan administrator has designated the following companies to insure and/or administer benefits and pay claims as provided under the plan.

- For sickness & accident (S&A) benefits
Claims Administrator
Aetna Life Insurance Company
1600 SW 80th Terrace
Plantation, FL 33324-4036
- For life and AD&D insurance
Claims Administrator and Insurance Company
MetLife
Group Life Claims
P.O. Box 3016
Utica, NY 13504-3016
1-800-451-4192
- For business travel accident insurance
Chubb Group of Insurance Companies
Claim Service Center
600 Independence Parkway
P.O. Box 4700
Chesapeake, VA 23327-4700
1-800-252-4670

Claims administrators and insurance companies may change. For the most updated information, call 1-888-ALCOA123 (1-888-252-6212).

Plan Funding

The administration and funding for sickness and accident (S&A) and life and AD&D insurance benefits are shown in the following chart.

Plan Administration and Funding			
Benefit	Type of Administration	Insurance Company	Type of Funding
Sickness & Accident	Insured	Aetna Life Insurance Company	Company contributions
Company-provided life and AD&D insurance	Insured	MetLife	Company contributions
Business travel accident insurance	Insured	Chubb Group of Insurance Companies	Company contributions
Voluntary life and AD&D insurance, additional voluntary life and AD&D insurance, supplemental life and AD&D insurance, contributory life insurance and AD&D insurance	Insured	MetLife	Employee and company contributions

Agent for Service of Legal Process

If any disputes arise under the plan, papers may be served upon:

Secretary, Benefits Management Committee
 Alcoa Inc.
 Alcoa Corporate Center
 201 Isabella Street
 Pittsburgh, PA 15212-5858
 412-553-4545

Service of legal process also can be made upon the plan administrator.

Claims Procedures

How to File a Claim

Sickness and Accident (S&A) benefits—Your sickness and accident benefits are administered through a managed disability program. This program uses a disability management team to review and process disability claims.

If you become totally disabled, call 1-888-ALCOA123 (1-888-252-6212) and select the “Disability” option. You will be connected to a customer service representative who will check your eligibility for benefits and ask you to provide information about your illness or injury and your job. This information will be passed on to a disability case manager who will contact your doctor to gather medical information, and the company to learn about your job requirements.

The disability case manager will work with you, your doctor, and the return-to-work coordinator at your location to determine the appropriate length of disability and to develop a personalized care plan to help you return to work. You and the company will receive a notification specifying the length of time you will receive disability benefit payments and your return-to-work date.

Life and AD&D Insurance—To receive a benefit payment, you or your beneficiary must present proof to the claims administrator of the event that caused your dismemberment or death. Proof of your dismemberment includes a written doctor's statement. Proof of your death is a certified death certificate (accidental death may require additional proof).

To report a death, call 1-888-ALCOA123 (1-888-252-6212) and speak with a customer service representative. For information or help with claims, call 1-888-ALCOA123 (1-888-252-6212) and select the "Life Insurance" option.

Business Travel Accident Insurance—Your local human resources representative will begin the claim process for you or your beneficiary.

How to Appeal a Claim

If a claim is denied, in whole or in part, you or your representative will receive written notice from the claims administrator. This notice will include the reasons for denial, the specific plan provision involved, an explanation of how claims are reviewed, the procedure for requesting a review of the denied claim, and a description of the information that must be submitted with the appeal.

To appeal a denied claim or to review administrative documents pertinent to the claim, send a written request to the claims administrator. If you are submitting an appeal, state why you think your claim should be reviewed and include any data, documents, questions, or comments, along with copies of all bills and claim forms relating to your claim.

The process and the time frames for appealing a denied claim depend on the type of benefit involved, as shown in the chart on page 41.

If your claim for benefits is denied, you have the right to appeal within certain time frames.

Time Frames for Processing and Appealing Claims

Claims Process	Time Frames for:	
	Sickness and Accident Benefits	Life Insurance and AD&D Benefits
Claims administrator reviews initial claim and makes determination	Within 45 days of the date claim is received	Within 60 days of the date claim is received
Extension period, if required due to special circumstances beyond control of claims administrator*	Additional 30 days	Additional 60 days
Additional extension period, if required due to special circumstances beyond control of claims administrator*	Additional 30 days	None
You must provide specified missing or additional information to claims administrator**	Within 45 days of request for missing or additional information	None
You may submit an initial appeal of denied claim	Within 180 days of receiving notice of denied claim	Within 60 days of receiving notice of denied claim
If your initial appeal pertains to benefits, benefits payments, eligibility or eligible pay, and, for Life Insurance and AD&D benefits only, evidence of insurability, claims administrator reviews your appeal and makes determination	Within 45 days of date appeal is received	Within 60 days of date appeal is received
Extension period, if required due to special circumstances beyond control of claims administrator*	Additional 45 days	Additional 60 days
You may submit a second and final appeal of denied claim	Within 180 days of receiving notice of denied claim	Within 60 days of receiving notice of denied claim
For S&A benefits claims: If your second and final appeal pertains to benefits or benefits payments, the claims administrator reviews your appeal and makes determination. If your appeal pertains to eligibility or eligible pay, the Benefits Appeals Committee reviews your appeal and makes determination	Within 45 days, or 90 days if there are special circumstances,* of date second and final appeal is received	None
For Life Insurance and AD&D benefits claims: If your second and final appeal pertains to benefits, benefits payments, or evidence of insurability, the claims administrator reviews your appeal and makes determination. If your second and final appeal pertains to eligibility or eligible pay, the Benefits Appeals Committee reviews your appeal and makes determination	None	Within 60 days, or 120 days if there are special circumstances,* of date second and final appeal is received
<p>* Whenever an extension is required, the plan must notify you before the current determination period expires. The notice must state the circumstances requiring the extension and the date a determination is expected to be made.</p> <p>** The determination period and any applicable extension periods will be suspended until the earlier of the date on which the claims administrator receives required information or this 45-day period ends.</p>		

Payment of Benefits to Others

If you are unable to care for your own affairs, any payments due may be made to your legal representative, as determined by the claims administrator or the Benefits Management Committee.

Your Rights under ERISA

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

You will be informed of any changes to how the plan is administered.

Receive Information about Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the 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 the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the 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 the 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, your union, 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 previously mentioned rights. For instance, if you request a copy of plan documents (i.e., summary plan description and summary of material modification) or the latest annual report from the plan and do not receive it 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, after

you exhaust your appeals, you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court (see “Claims Procedures” on pages 39-41). Such suit must be filed within 180 days from the date of an adverse appeal determination notice. In addition, if you disagree with the 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 federal court. If it should happen that plan fiduciaries misuse the 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 (for example, if the court finds your claim is frivolous), the court may order you to pay these costs and fees.

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 also may obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration at 1-866-444-3272.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) is a federal law enacted in 1993 that provides for an unpaid leave of absence for up to 12 weeks during any 12-month period if you experience one of these events:

- the birth or adoption of a child or placement of a foster child in your home;
- a serious health condition affecting your child, spouse, or parent (does not include parents-in-law); or
- your own serious health condition.

Alcoa also provides for FMLA-like leave for absences taken to care for a domestic partner (see definition on page 34).

For full details on FMLA, see the *Work & Personal Life Benefit Programs* booklet.

No Obligation to Continue Employment

The plan does not create an obligation for Alcoa or a subsidiary to continue your employment. In addition, the right of Alcoa or a subsidiary to terminate your employment or to take other personnel action is not limited by the effect that the action might have on your eligibility for benefits under the plan.

Future of the Plan

The plan described in this booklet is provided for the term of the collective bargaining agreement between the union and Alcoa Inc. The company reserves the right to make administrative changes to the plan from time to time. However, these changes cannot diminish the benefits negotiated under the terms of the agreement.

