



Attachment H

Disability Welfare Program

Benefit Booklet as of January 2025

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About the Disability Welfare Program

This benefit booklet summarizes your benefits under the ExxonMobil Disability Welfare Program, which is a component of the ExxonMobil Health and Welfare Plan ("Plan"). It does not contain all Program details. In determining specific benefits, the full provisions of formal plan documents, as they exist now or as they may exist in the future, always govern.

Introduction

The ExxonMobil Disability Welfare Program provides income to you during periods when you cannot work due to illness, injury or pregnancy/childbirth. The Disability Welfare Program covers both short-term and long-term absences from work caused by on- or off-the-job illnesses and injuries. Besides providing income benefits, the Disability Welfare Program also makes a voluntary rehabilitation program available, when appropriate.

A careful reading of this Benefit Booklet will help you understand how the Disability Welfare Program works so you can make the best use of it. You may obtain additional information through the sources shown under the Information Sources section, below.

All of Exxon Mobil Corporation's divisions and most of the major U.S. affiliates participate in the ExxonMobil Disability Welfare Program. A complete list of participating affiliates is available from the Administrator-Benefits upon written request.

Applicability to represented employees is governed by collective bargaining agreements and any local bargaining requirements.

Information sources

Generally, when you need information, you may contact:

ExxonMobil Benefits Service Center
Monday – Friday 8:00 a.m. to 4:00 p.m.
(Central Time), except certain holidays
Toll-Free: 1-833-776-9966

Address:
DEPT 02694
PO Box 64116
The Woodlands, TX, 77387-4116

For Long-Term Disability ("LTD") Benefits

Alight is the Claims Administrator for the LTD benefits under the ExxonMobil Disability Welfare Program.

Toll-free number 855-250-4170

PO Box 1438

Lincolnshire, IL 60069

ExxonMobil sponsored sites – Access to plan-related information for employees, retirees, and their family members.

EM Connect - can be accessed at work by employees via intranet (goto/emconnect).

ExxonMobil Family, the Human Resources Internet Site – Can be accessed from home by everyone at www.exxonmobilfamily.com.

[Your Total Rewards portal](#) - can be accessed from home by everyone

Eligibility and enrollment

If you meet the eligibility requirements, coverage for short-term disability (“STD”) benefits begins upon employment and coverage for LTD benefits begins after one year of Benefit Service. If your employment status changes from regular to non-regular you will no longer be eligible.

Enrollment

You take no action; coverage is automatic.

Eligibility for benefits

If you are sick, injured or pregnant, to receive benefits you must be unable to work and:

- Report your Disability promptly to your supervisor;
- Obtain Proper Medical Care and follow instructions as to treatment;
- When asked, give your employer a certificate from the Physician who is caring for you;
- Take medical examinations, if required by your employer;
- Keep your employer advised of your location while Disabled; and
- Take any other steps as required by the employer or the Disability Welfare Program, including signing medical releases.

You are not eligible for disability benefits if you become Disabled while you are absent for disciplinary reasons, without permission, or after you have been continuously absent for more than 30 days for any reason other than Disability.

Short Term Disability (“STD”) benefits

The Disability Welfare Program pays benefits while you are unable to work because of a Disability. Different schedules of benefits apply for Industrial and Non-industrial disabilities. The amount and duration of benefits depends on a number of factors. Coverage under other benefit plans continues according to the terms of those plans while you receive STD benefits.

STD benefits and a qualified leave of absence under the Family and Medical Leave Act of 1993 (“FMLA”) will run concurrently if all eligibility provisions for both are met.

Non-industrial disability benefits

These benefits are payable when you are unable to work due to pregnancy/childbirth, or illness or injury that is not work-related.

When added to Basic Payments, you will receive either full or half Disability Pay in accordance with the schedule below. At the end of the full-pay period, half-pay benefits may be payable if you are expected to return to work within six months.

The length of your Non-industrial Disability benefit period depends on your years of Benefit Service. You continue to accrue benefits service throughout the disability benefit period. It is important to understand, however, that if you are not actively at work on your service anniversary date, you will not become eligible for any additional weeks of benefits based on the increase in your Benefit Service until you return to work.

Here is the Disability Welfare Program's Non-industrial Disability benefit schedule:

Years of Benefit Service	Maximum Weeks of	
	Full Pay	Half Pay
< 1	6	0
1	6	4
2	8	6
3	10	6
4	12	8
5	16	10
6	16	15
7	16	20
8	16	25
9	16	30
10 or more	26	26

Example 1:

You have four years of Benefit Service and are injured off the job and are unable to work. Under the Non-industrial Disability benefits schedule, based on your service, you may be eligible for full-pay benefits for up to twelve weeks and half-pay benefits for up to eight weeks.

This means that if you are unable to work for 15 weeks, you may receive full-pay benefits for twelve weeks and half-pay benefits for three weeks. The schedule would be reduced by any disability days you have used during the previous 26 weeks (see Industrial Disability benefits - requalification section for information on requalifying for the full schedule).

Example 2:

You have two years of Benefit Service and you are at the end of your eighth month of pregnancy. You have used five days (one week) of disability in the previous 20 weeks. You develop complications and are no longer able to work so you receive disability benefits. After two weeks on disability, you deliver your baby by C-section and continue to be unable to work for 8 weeks following delivery.

Under the Non-industrial Disability benefits schedule, based on your service and the number of days recently used prior to the birth of your child, you may be eligible for full-pay benefits for five weeks after the birth of your child. This would exhaust your eight weeks of full-pay benefits. The remaining three weeks of your absence would be under your half-pay schedule.

Non-industrial disability benefits – requalification

Separate periods of absence due to Non-industrial Disability are added together to determine when you have exhausted your schedule of benefits.

You requalify for the full schedule of Non-industrial Benefits by working a total of 26 weeks since the last time you received full-pay Non-industrial Disability benefits.

If you become Disabled again before that 26 week period is completed— whether it is the same or a different Non-industrial Disability — your benefits will only cover the remaining portion of the schedule you have not already used.

When you are receiving half-pay Non-industrial Disability benefits, separate periods of active employment after the end of full-pay Non-industrial Disability benefits are combined. This combined period is used to determine when you have worked a total of 26 weeks and requalify for the full schedule of Non-industrial Benefits.

If you are still unable to work at the end of the Non-industrial Disability benefit period, what happens next depends on whether you are expected to recover and return to work.

If you are expected to recover, special disability benefits may be payable. If you are not expected to recover, you are separated from ExxonMobil service. If you had one year of Benefit Service at the time you became Disabled, LTD benefits may be payable.

Non-industrial disability — special disability benefits

If you exhaust your full-pay and half-pay Non-industrial Disability benefit schedule and you are likely to be able to return to work within six months, special disability benefits may be payable.

Your employer decides if and when these special disability benefits are paid. The benefit amount is half pay, reduced by any Government Benefit being paid.

Generally, these benefits may only be approved when the absence due to Disability is unexpected.

Industrial disability benefits

These benefits are payable when you are Disabled due to a work-related illness or injury.

If you are Disabled because of an illness or injury related to your ExxonMobil work, regardless of the length of your service, you are eligible for Industrial Disability benefits for up to 52 weeks. The Industrial Disability benefits, when added to Basic Payments, is equal to your Disability Pay.

Example:

You make \$5,000 a month, are injured on the job and cannot work due to this injury. You are off work for four months. Because this is an industrial injury, you are eligible for full-pay benefits of \$5,000 a month for the four months you are off work.

During this time, you receive \$1,500 a month in workers' compensation. The Disability Welfare Program pays \$3,500 to bring your total monthly income to \$5,000 for the four months you are off work.

If you are partially Disabled as a result of an industrial injury or occupational illness — that is, you are able to work but cannot perform the full scope of the job you held at the time you became Disabled — Industrial Disability benefits are paid for a maximum of 16 weeks. The industrial benefit amount equals the difference between your Disability Pay for your previous assignment and the pay for the work to which you are assigned.

Industrial disability benefits — requalification

You requalify for the full schedule of Industrial Disability benefits when you have been back to work and receiving your regular pay for at least 26 weeks following receipt of benefits for that particular Industrial Disability. If you become Disabled again because of the same ExxonMobil-work-related illness or injury before being back to work for 26 weeks, your schedule of benefits is only the portion of the schedule you have not already used. If the second Industrial Disability involves a different ExxonMobil-work-related illness or injury, you have the full schedule of Industrial Disability benefits available.

If you are still unable to work at the end of the Industrial Disability benefit period, what happens next depends on whether you are expected to recover and return to work.

If you are expected to recover, special disability benefits may be payable. If you are not expected to recover, you are separated from ExxonMobil service. If you had one year of Benefit Service at the time you became Disabled, LTD benefits may be payable.

Industrial disability – special disability benefits

If you exhaust the 52 weeks of Industrial Disability benefits and you are likely to be able to return to work within six months, special disability benefits may be payable. Your employer decides if and when these special disability benefits are paid. The benefit amount is your Disability Pay, reduced by any Government Benefit or government disability benefit being paid.

Generally, these benefits may only be approved when the absence due to Disability is unexpected.

State disability benefits

Employees in some states may have legally required state disability coverage. Benefits from these combine with STD benefits so that payments from all sources do not exceed your level of Disability Pay.

Family medical leave

A qualifying event under FMLA does not automatically qualify for STD benefits. An employee who is absent for his or her own serious health condition must meet all STD Welfare Program requirements in order to have the day qualify as an absence with STD benefits.

Long Term Disability (“LTD”) benefits

The Disability Welfare Program provides benefits for long-term disabilities. The availability, amount and duration of the benefit depend on a number of factors described in this section.

Eligibility for benefits

- You are eligible for LTD benefits only if you meet all of the following requirements:
- You have at least one year of Benefit Service;
- You become Incapacitated and your Disability is expected to extend beyond the period during which STD benefits are payable;
- Your employment ends as a result of your Disability;
- You obtain Proper Medical Care and follow instructions as to treatment;
- When asked, you provide Objective Medical Evidence to the Claims Administrator;
- You keep the claims administrator advised of your location while Disabled; and
- You take any other steps as required, including signing medical releases.

Benefit amount

The Disability Welfare Program pays a benefit, if necessary, to bring the total payments you receive to at least 50% of your Monthly Benefit Pay. This total includes other benefits such as:

- The Offsettable Amount of your Company Pensions (upon the earlier of commencement or age 65 normal retirement), cash surrendered pensions that you would have been eligible to receive, and relinquished pensions you would have been eligible to receive. Cash surrendered pensions that you would have been eligible to receive and relinquished pensions include amounts assigned pursuant to a qualified domestic relations order (“QDRO”) or other valid assignment. At the time those assigned amounts are commenced, that amount becomes an Offsettable Amount even if you have not commenced your pension and you are under age 65 normal retirement.
- Any Social Security Disability Benefit or retirement benefit to which you are entitled.
- Other government (federal and state) disability benefits.
- Any other benefit to which the company contributed (such as workers' compensation, Jones Act benefits.).
- Rehabilitative Wages — a wage amount equal to 10% of your last Monthly Benefit Pay will be ignored. Beyond that amount, each \$2 of income reduces the LTD benefits by \$1.
- Non-rehabilitative Wages — offsets the payment from the ExxonMobil Disability Welfare Program dollar for dollar.

Social Security benefits

Social Security Disability Benefit means the monthly Social Security benefit you actually begin to receive or could receive if you applied for the benefit. This benefit is based on Social Security rules and formulas in effect when your LTD benefit starts.

When you become eligible to receive a LTD benefit, you are assumed to be not entitled to a Social Security Disability Benefit for the first six months of eligibility. This means that even if you are receiving a Social Security Disability Benefit, it is not taken into account in determining the amount of the first six monthly payments of your LTD benefit. After that period, entitlement to a Social Security Disability Benefit is assumed and an estimated Social Security benefit amount is deducted from your benefits under the Disability Welfare Program unless you present a Social Security denial of your claim.

You are required to complete the process for obtaining a Social Security disability award. The Claims Administrator provides assistance from Social Security specialists to help you apply for Social Security Disability Benefits. If Social Security denies your claim, The Disability Welfare Program will also help you through the process of appealing the denial. You may lose LTD benefits if you do not complete this process.

If you are receiving LTD benefits and you are not entitled to Social Security Disability Benefits, and you are age 62 or older, the Disability Welfare Program will offset the Social Security retirement benefit that is payable beginning at age 62.

If you are paid a benefit that is greater than the amount to which you are entitled under the Disability Welfare Program, that amount will be treated as a pre-payment of a benefit and will reduce future benefits until that advanced amount is recovered.

Example:

Here is an example of how LTD benefits reach 50% of your Monthly Benefit Pay. It assumes you have used all full-pay STD benefits and your ExxonMobil employment has ended as a result of your Disability.

You are a 50-year-old worker who made \$6,000 a month.

You had 13 years of service.

Your LTD target amount is \$3,000 (50% of \$6,000).

You receive \$800 a month from workers' compensation.

You apply for disability benefits from Social Security. After six months, Social Security begins to pay you \$800 a month.

You commence \$100 a month as a Company Pension.

This chart illustrates a monthly payment of \$3,000.

Each month you receive:

Payment	Source
\$ 800	Workers' compensation
\$ 800	Social Security disability ¹
\$ 100	Company pension ² (when commenced)
\$ 1,300	LTD payment from Disability Welfare Program
Total \$ 3,000	Monthly LTD Target

¹- Social Security Disability Benefit. A monthly Social Security benefit you actually begin to receive or could receive if you applied for the benefit. This benefit is based on Social Security rules and formulas in effect when your LTD benefit starts.

² - Company Pension. Company Pension means a pension (including a pre-Social Security pension, or similar pension) that is attributable to pension service, or other contributory time under a pension plan sponsored by a service-oriented employer.

You receive \$1,700 from other sources. The Disability Welfare Program pays the remaining \$1,300 a month in order for you to reach your \$3,000 LTD target.

Increases in Government Benefits which occur after these benefits are originally taken into account under the Disability Welfare Program will not reduce future disability payments.

Note: The definition of Incapacitated is not the same definition as that used under Social Security disability. This means that you could qualify for benefits under the Disability Welfare Program even though you do not qualify for Social Security benefits or vice versa

Continuation of LTD benefits

Near the end of the Initial Period of Disability, the Disability Welfare Program's Claims Administrator will conduct a review called the benefits continuation test. The Initial Period of Disability is the two-year period starting from the last day you were actively at work for the company. This period STD time.

LTD benefits continue only if the test determines that you remain Incapacitated. This means that your physical or mental health impairment at the time the test is done prevents you from performing any work for compensation or profit for which you are or may become reasonably fitted by education, training or experience and such inability is expected to continue for six months.

If it is determined that there are jobs which you can perform for any employer, the Claims Administrator will also evaluate if compensation for any such job would replace at least 60% of your Monthly Benefit Pay. This is called "productive employment."

After the initial benefits continuation test, the Claims Administrator will periodically review your situation to determine if your benefits continue.

If you fail the benefits continuation test

If the test determines that you are able to engage in productive employment, whether for ExxonMobil or any other employer, your LTD benefits end. ExxonMobil has no obligation to rehire you; you must reapply for employment.

If you had more than 15 years of service when LTD benefits began:

Unless you have reached age 55, you become a suspended retiree

If you are 55 or older or you have commenced your ExxonMobil Pension Plan benefit, you become a retiree.

Transition benefits

If you are a retiree and you fail the benefits continuation test, you receive a monthly Transition Benefit equal to your LTD benefits for six months.

If you become a suspended retiree solely as a result of failing the benefits continuation test, you receive a monthly Transition Benefit equal to your LTD benefits for six months.

Transition benefits may be denied if you engage in employment other than rehabilitative employment without notifying the LTD Claims Administrator of such employment.

Short and long-term disability benefits disqualification

Benefits can stop entirely or they can be reduced if you do not meet the Disability Welfare Program's requirements.

When you are disqualified from receiving STD or LTD benefits

You are not eligible for benefits if you become Disabled while you are absent for disciplinary reasons, without permission, or after you have been continuously absent for more than 30 days for any reason other than Disability.

In addition, there are also some causes of Disability which may disqualify you from receiving benefits.

These include:

- The use of narcotics or intoxicants;
- An unlawful act;
- Willful intent to injure yourself or another person, except in self-defense;
- If you are Disabled while employed on an outside job; and
- In the case of an Industrial Disability, lack of due care for the safety of yourself or others or lack of compliance with company safety regulations.

The determination as to whether you are disqualified from receiving STD and LTD benefits is made by the Disability Welfare Program Fiduciary and is retroactive to the date of Disability.

When STD benefits stop

In addition to requirements shown in the Eligibility and enrollment section, STD benefits stop if:

You exhaust your schedule of benefits;
You become Incapacitated and eligible for LTD benefits;
You return to work;
Your employment is terminated; or
You die.

When LTD benefits stop

Generally, LTD benefit payments stop immediately for any period in which:

You do not obtain Proper Medical Care and follow instructions as to treatment.

When requested by the Claims Administrator, you do not provide documentation from the Physician who is caring for you providing for Objective Medical Evidence of your Disability(ies).

When requested by the Claims Administrator, you do not submit to medical examinations

You fail to cooperate in an appeal of a denial of your application for disability under the U.S. Social Security Act.

You do not keep the Claims Administrator advised of your location while Disabled.

You do not take any other steps as required by the Claims Administrator, including submitting any requested information (e.g., forms, medical releases).

Once these requirements are met, benefits may be reinstated prospectively.

LTD benefits will stop and not be reinstated if:

You fail to meet the requirements for continued benefits under the benefits continuation test, or

You do not report Non-rehabilitative Wages (income earned for work other than in conjunction with a rehabilitation program). If you are a Retiree and fail to report Non-rehabilitative Wages, the six-month Transition Benefit may be also denied.

LTD death benefit guaranteed payments

If at the time of death, you are a retiree receiving an LTD benefit and less than 60 full monthly installments of the LTD benefit had become payable to you, monthly installments equal to the guaranteed amount shall be paid to your beneficiary until the month for which the 60th full monthly installment amount of the LTD benefit would have been paid if you had not died.

If at the time of death, you are a covered employee with 15 or more years of Benefit Service, the Disability Welfare Program provides 60 monthly installment payments beginning with the month following that in which the death occurs.

Determining the guaranteed payment amount

The amount of the benefit is 50% of your last Monthly Benefit Pay less the monthly amount of your pension benefit under the ExxonMobil Pension Plan (including the pre-Social Security pension), regardless of whether or not the pension benefit has commenced, calculated as follows:

The pension benefit shall be calculated without taking into account any offsetting pensions (as defined in the ExxonMobil Pension Plan);

If the person dies as a covered employee, the pension benefit shall be calculated as if the person were a retiree at death; and

The monthly amount of the pension benefit shall be based on the Normal Form Amount as defined in the ExxonMobil Pension Plan, reduced, if applicable, for the person's age at the time of death.

If you die before age 50, early commencement factors shall be extended at your age at death based on the same rate of reduction as set out in the ExxonMobil Pension Plan.

Surviving designated beneficiary

If there is a surviving designated beneficiary, the beneficiary or beneficiaries in the order of distribution specified on the beneficiary designation form receive the guarantee amount. Upon the death of the last surviving designated beneficiary, that beneficiary's estate receives the remaining installment payments.

No surviving designated beneficiary

If there is no surviving designated beneficiary, the guarantee amount shall be paid to the first of the following groups that has at least one member that survives the deceased:

- Your spouse.
- Your children who are born prior to your date of death. In this event, the benefit will be divided equally among the children who survive you as well as the children who die before you leaving children of their own who survive you. In the case of your child dying before you, leaving children of his or her own who survive you, such child's share shall be divided equally among his or her surviving children.
- Your parents. In this event, the benefit will be divided equally between the parents who survive you.
- Your brothers and sisters. In this event, the benefit will be divided equally among the brothers and sisters who survive you as well as the brothers and sisters who die before you leaving children of their own who survive you. In the case of a brother or sister who dies before you leaving children of his or her own who survive you, such brother or sister's share shall be divided equally among his or her surviving children.
- Your executors or administrators.

Your spouse shall include only someone who is your legal spouse under United States federal law, and your child, parent, brother, or sister shall include only someone who is your legitimate blood relative or whose relationship with you was established by virtue of a legal adoption.

Special rule for estates

When an estate is to receive the installment payments, the net present value of the payments shall be paid in a lump sum. The interest rate used in calculating net present value shall be the prevailing prime rate in effect on the date of the Retiree's or designated beneficiary's death as reported in the Wall Street Journal.

Designating beneficiary

You may at any time designate a beneficiary, or revoke a former designation, to the extent permitted by regulations of the Administrator-Benefits. Contact ExxonMobil Benefits Service Center for information on how to designate a beneficiary.

Pregnancy and childbirth

The ExxonMobil Disability Welfare Program provides benefits when you are unable to work for medical reasons, including pregnancy/childbirth. STD benefits may be paid before and/or after the baby is delivered.

The length of your available disability benefit period depends on your years of Benefit Service and the number of disability days already used. (See Non-Industrial Disability Benefits for the maximum schedule of benefits and Non-Industrial Disability Benefits – Requalification for details on requalifying for the full schedule.)

Your available STD schedule is used only when you are unable to work for medical reasons. If your available schedule exceeds the amount of time you are Disabled, before or after giving birth, you only receive disability benefits for the time you are Disabled.

Rehabilitation program

The Disability Welfare Program provides help in assessing your potential for rehabilitation and for returning to productive work at ExxonMobil or elsewhere. This program is entirely voluntary.

A voluntary program is available when rehabilitation or retraining is a realistic goal. If you are offered and choose to participate in the Rehabilitation Program, the Claims Administrator will work with you to develop a plan designed to return you to employment.

Generally, this rehabilitation effort begins as soon as possible after the Disability begins.

Benefit claims

All benefit claims must be filed within one year of the date of loss.

STD Claims:

A claim must be filed in writing to your human resources contact for STD benefits.

LTD Claims

Alight is the Claims Administrator for the LTD benefits under the ExxonMobil Disability Welfare Program.

Toll-free number 855-250-4170.

PO Box 299093

Lewisville, TX 75029-9093

Initial Claim Review and Decision

The Claim Administrator will review your claim and respond to you within a reasonable period of time, normally within 45 days after receiving your claim. If your claim is denied completely or partially, you or your beneficiary will receive written notice of the decision. The notice will describe:

The specific reasons for the denial,

Any additional information or material that is needed to validate the claim and the reason that information is required, and

The process for requesting an appeal.

If the Claims Administrator needs additional time to decide on your claim because of special circumstances, you will be notified in written prior to the commencement of the extension. In such event, the decision will be made no later than 105 days after your claim was initially received.

How to Appeal an Adverse Benefit Determination

If your claim is denied, you, your beneficiary or your designated representative may appeal the denial the corresponding Claims Administrator. The Disability Welfare Program provides for two levels of appeals.

For appeals:

ExxonMobil Benefits Service Center

Dept 02694

P.O. Box 64116
The Woodlands, TX 77387-4116

Filing a Mandatory Appeal

The written appeal should include the reasons why you believe the benefit should be paid and information that supports, or is relevant to, your claim (written comments, documents, records, etc.). The written appeal may also include a request for reasonable access to, and copies of, all documents, records and other information relevant to your claim. Your written appeal should be made within 180 days after you receive any denial notice. The review will take into account all comments, documents, records and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. You will receive a response to the appeal within 45 days.

If additional time is needed to decide your claim because of special circumstances, you will be notified within the 45-day claim response period.

If the appeal is denied, you will receive written notice of the decision. The notice will set forth:

The specific reason(s) for the denial and the Disability Welfare Program provisions upon which the denial is based.

A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim.

A statement of the voluntary appeal procedure and your right to obtain information about such procedure or a description of the voluntary appeal procedure.

A statement of your right to bring an action under section 502(a) of the Employee Retirement Income Security Act ("ERISA").

You will receive a written response to your appeal within 60 days after your appeal is received unless unusual circumstances determined by the Administrator-Benefits require an additional 60 days to complete the review.

Filing a Voluntary Appeal

If an appeal for a disability claim is denied, a voluntary appeal to the Administrator-Benefits may be available. New information pertinent to the claim is required for the voluntary appeal to be considered. You must submit your voluntary appeal within 30 days of the denial of your mandatory appeal. The statute of limitations or other defense based on timeliness is suspended during the time that a voluntary appeal is pending.

You will be notified within 15 days after your request was received that such information was considered or is not pertinent. If it is determined that there is new relevant information, a decision will be made within 60 days after the Administrator-Benefits receives your request for a voluntary appeal. If it is determined that there is no new information pertinent to your claim, your voluntary appeal will not be considered.

Statute of limitations

After you have received the response to the mandatory appeal, you may bring an action under section 502(a) of ERISA. Such action must be filed within one year of the date on which your mandatory appeal was decided.

Incorrect computation of benefits

If you or your beneficiary receives a distribution of any amount from the Disability Welfare Program to which you are not entitled, you or your beneficiary will be required to repay the amount of the overpayment to ExxonMobil or the Disability Welfare Program. The Administrator-Benefits may make reasonable arrangements with you for repayment.

Key terms

Provided below is a list of key terms in the Disability Welfare Program. Also see the "Glossary" included in the ExxonMobil Health and Welfare Plan SPD.

Basic Payments

Compensation paid by your employer as well as any Government Benefits to which the employee is entitled for the period and Disability in question including, but not limited to state disability laws.

Benefit Service

Generally, all the time from the first day of employment until you leave the company's employment. See the ExxonMobil Benefit Plans Common Provisions document for information regarding Benefit Service.

Excluded are:

- Unauthorized absences;
- Leaves of absence of over 30 days (except military leaves or leave under FMLA);
- Certain absences from which you do not return;
- Periods when you work as a Non-regular Employee, as a special agreement person, in a service station, car wash, or car-care center operations; or
- When you are covered by a contract that requires the company to contribute to a different benefit program, unless a special authorization credits the service

Company Pension

"Company Pension" means a pension (including a pre-Social Security pension, or similar pension) that is attributable to pension service, or any other contributory time under a pension plan sponsored by a service-oriented employer.

Disability

Inability to engage in any substantial gainful activity ("SGA") by reason of any medically determinable physical or mental impairment(s) which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 6 months.

Disability Pay

Is the amount that an employee would have received based on the person's assigned or substitution-planned work schedule if the person had not been absent due to Disability, before any reduction for the person's deferred pay contributions or contributions pursuant to salary reduction. Such amounts exclude planned scheduled overtime pay and planned scheduled shift differential pay unless the person's local pay practices specify otherwise. For purposes of this definition, the amounts of pay that are received under an assigned or substitution-planned work schedule shall be conclusively determined by the person's employer. Each employer makes the determination of an employee's Disability Pay and such determination shall be conclusive on an employee.

Government Benefit

Government benefit means amount, as established by the person's employer, of a pension, benefit or allowance payable to the person in question under any law, other than war veterans' legislation. It includes any no fault payment to the person for loss of earnings from work. In this connection, "no fault payment" means payment:

Pursuant to any governmental no fault insurance law, and

The cost of which is borne by a service oriented employer either directly or by means of insurance paid for by such employer.

Incapacitated

The determination of whether you are Incapacitated begins prior to exhausting your STD benefits. Incapacitated would mean that you are unable to perform work according to these standards:

During the employee's initial period of Disability (defined below), the person is Incapacitated if: While you are still employed, it is determined that you will be wholly and continuously unable — by reason of a physical or mental health impairment — to perform any work suitable to your capabilities, training and experience through an internal search of available positions within the company, and

As determined by the Administrator-Benefits (and those to whom the Administrator-Benefits has delegated authority), in connection with the objective opinion of your treating Physician(s), it is reasonably expected that your inability to perform work will last at least six months from the date the final determination is made.

After the initial period, a person is Incapacitated if the person is wholly and continuously unable, by reason of a physical or mental health impairment, to perform any work for compensation or profit for which the person is or may become reasonably fitted by education, training or experience. The determination of whether a person is Incapacitated will be reviewed periodically.

Industrial Disability

A disability resulting from an accidental injury or occupational disease that is compensable under applicable workers' compensation law or if no worker's compensation law is applicable, would be compensable under the workers' compensation law that the person's employer designates, if that law were applicable.

Initial Period of Disability

The two-year period measured from the last day the person was actively at work for the company.

Maximum Amount

"Maximum amount" of any annuity means full amount of the annuity, except that it means accreted amount of the annuity if:

(A) there is an accreted amount,

(B) the principal annuitant is not permitted to select the normal maturity time of the annuity as the time it will begin, and

(C) it begins after its normal maturity time.

Monthly Benefit Pay

Generally, pay associated with your regular work schedule and rate of pay. Regular work schedule and rate of pay do not include temporary job assignments, regardless of how long an employee has filled a temporary job assignment.

This amount will be adjusted as follows:

If you are a regular employee and either (a) classified in your employer's payroll system as not exempt from the application of the overtime rules under the U.S. Fair Labor Standards Act, or (b) covered under your employer's First-Line Supervisor program, the value based on your regular work schedule and rate of pay will be increased by 20%.

If you are a Non-regular Employee, or other regular employee not described in paragraph (1) above, your Monthly Benefit Pay is the amount based on your regular work schedule and rate of pay.

Non-industrial Disability

The inability to work that arises out of an illness or injury that is not work-related.

Non-rehabilitative Wages

Any income earned during a period of Disability that are not Rehabilitative Wages.

Normal Retirement Time

The time when a covered employee approaches age 65.

Normal Form Amount

The amount of an annuity, if any, that would be paid if the annuity were payable as other than a Qualified Joint and Survivor Annuity and the principal annuitant had neither selected any extended period certain for the annuity, nor designated a joint annuitant.

Objective Medical Evidence

Objective medical evidence means signs, laboratory findings, or both, from a medical source.

Objective medical evidence does not include symptoms, diagnoses, or medical opinions.

Offsettable Amount

For purposes of determining the amount by which the monthly amount of a person's LTD Benefit or Transition benefit is decreased for Company Pensions, cash surrendered pensions and relinquished pensions, use the following rules:

(1) If the offsetting annuity begins when the LTD Benefit begins, it means the Normal Form Amount of the offsetting annuity.

(2) If the offsetting annuity does not begin when the LTD Benefit begins, it means the Normal Form Amount of the offsetting annuity as of the earlier of its actual commencement time or the person's Normal Retirement Time.

(3) In either event, it means no greater amount than the Maximum Amount, except with respect to any portion of any offsetting annuity an early commencement amount of which would not have been computed according to an actuarial table.

Physician

A duly licensed member of a medical profession, who has an M.D. or D.O. degree, who is properly licensed or certified to provide medical care under the laws of the state where the individual practices, and who provides medical services which are within the scope of the individual's license.

Proper Medical Care

Proper Medical Care means you visit a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s). You should be receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a doctor whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

Rehabilitative Benefits

Rehabilitative Benefits Rehabilitation costs incurred by a person receiving benefits under the Disability Welfare Program (including STD and LTD benefits) that are incurred in connection with a program of rehabilitation approved by either LTD Claims Administrator or the Administrator-Benefits, and the cost of which are not reimbursable through another source.

Rehabilitative Wages

Any income earned as a result of any work performed in conjunction with an approved rehabilitative program.

Social Security Disability Benefit

A monthly Social Security benefit you actually begin to receive or could receive if you applied for the benefit. This benefit is based on Social Security rules and formulas in effect when your LTD benefit starts.

Suspended retiree

A person who becomes a retiree due to incapacity and who begins long-term disability benefits under that plan, but whose benefits stop because the person is no longer incapacitated is a suspended retiree and not eligible for coverage until the earlier of the date the person:

- Reaches age 55, or
- Begins his or her benefit under the ExxonMobil Pension Plan at which time the person is again considered a retiree and may enroll.

Transition Benefits

A monthly payment equal to your Long-Term Disability Benefit, payable for six months following the period you cease to be Incapacitated.