

**YOUR  
BENEFIT  
PROGRAM**



All Full-time and Part-time Active U.S. Colleagues  
eligible for Sysco benefits



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## SCHEDULE OF BENEFITS

This Program provides short term salary continuation of a percentage of an eligible Colleague's Weekly Earnings. Payments are made from the Employer's general assets.

**Employer:**

Sysco Corporation

**Program Number:**

GRH-697231

**Program Effective Date:**

January 1, 2017 (Revised January 1, 2026)

**Program's Cost:**

You do not contribute towards the program's cost.

**Eligible Class(es) For Coverage:**

All full-time and part-time U.S. Colleagues who are Actively at Work for the Employer who are expected to work at least 30 hours or more per week and are eligible for Employer benefits. Temporary, leased and seasonal employees of the Employer are not eligible classes for coverage.

**Eligibility Waiting Period for Coverage:**

Coverage will be effective on the first of the month on or after 31 day(s) from your date of hire. This time period is continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Colleague with the Employer under the Prior Program.

**Rehire Provisions:**

- Colleagues rehired within 31 calendar days of their termination date will be reinstated and prior years of service with Sysco will be honored for eligibility and benefit purposes. Program coverage will become effective on the date of your rehire.
- Colleagues rehired more than 31 calendar days after their termination date will be treated as a new hire and will not receive credit toward Program eligibility. Program coverage will begin the first of the month following 31 days from the date of your rehire.

**Benefits Commence:**

- Disability caused by Injury: 8th day of Total Disability or Disabled and Working or after exhaustion of all required carryover and accrued paid sick time (unless otherwise required by law) as well as optional time off (vacation, floating holidays, and any other paid time off that is available).
- Disability caused by Sickness: 8th day or after exhaustion of all required carryover and accrued paid sick time (unless otherwise required by law) as well as optional time off (vacation, floating holidays, and any other paid time off that is available).

**Salary Continuation Amount** will be the lesser of:

- 50% of Your Pre-disability Earnings from Your coverage effective date up to two (2) years of Service, reduced by Other Income Benefits; or
- 60% of Your Pre-disability Earnings for two (2) years of Service or more, reduced by Other Income Benefits.

Carryover or accrued sick time, vacation/paid time off or floating holidays may only be used during Your elimination period in full day increments. You may not use this time in conjunction with Your Program benefit to receive 100% of Your Pre-disability Earnings, unless otherwise required by applicable law. If you'd like to use additional carryover or accrued sick time, vacation/paid time off or floating holidays, beyond the Program elimination period, your Program benefits

commencement date will be delayed. This means that Your Program payments will not begin until after the additional paid time off that you have elected to use has been exhausted.

**Maximum Duration of Benefits Payable:**

Benefits may be payable upon the maximum duration reflected below in a rolling 12 month period (this includes partial disability). Disabilities exceeding the maximum duration in any rolling 12 month period are not covered by this Program. The maximum duration of benefits will be inclusive of any carryover sick bank time adjustments.

- 25 week(s) if caused by Injury; or
- 25 week(s) if caused by Sickness.

**Additional Benefits:**

Disabled and Working Benefit

Rehabilitative Employment Benefit

**ELIGIBILITY AND ENROLLMENT**

**Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Benefits will be considered Eligible Persons.

**Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the later of the:

- Program Effective Date; or
- Date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Benefits, if applicable.

**Enrollment:** *How do I enroll for coverage?*

All eligible Active Colleagues will be enrolled automatically by the Employer.

**PERIOD OF COVERAGE**

**Effective Date:** *When does my coverage start?*

Your coverage will start on the date You become eligible.

**Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to:

- Accidental bodily injury;
- Sickness;
- Mental Illness; or
- Substance Abuse;

on the date Your coverage, or increase in coverage, would otherwise have become effective, Your coverage, or increase in coverage will not become effective until You are Actively at Work one full day.

**Continuity From a Prior Program:** *Is there continuity of coverage from a Prior Program?*

If You were:

- Insured under the Prior Program; and
- Not eligible to receive benefits under the Prior Program;

on the day before the Program Effective Date, the Deferred Effective Date provision will not apply.

**Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following dates unless continued in accordance with one of the Continuation Provisions:

- The Program terminates;
- The Program no longer covers Your class;
- Your Employer terminates Your employment; or
- You cease to be a Full-time or Part-time Active Colleague in an eligible class for any reason.

**Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all Colleagues. Continued coverage:

- Is subject to any reductions in The Program; and
- Terminates if:
  - ❖ The Program terminates; or
  - ❖ Coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented medical leave of absence, other than Family or Medical Leave, Your coverage may be continued for 12 months after the date the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for 12 months, or longer if required by other applicable law. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

**Coverage while Disabled:** *Does my coverage continue while I am Disabled and no longer an Active Employee?* Disabled and You cease to be an Active Colleague, Your coverage will cease on date of termination.

After short term Disability benefit payments have ceased, Your coverage will be reinstated, provided:

- You return to work for one full day as an Active Colleague in an eligible class; and
- The Program remains in force.

## BENEFITS

**Disability Benefit:** *What are my Disability Benefits under The Program?*

If, while covered under this Benefit, You:

- Become Totally Disabled;
- Remain Totally Disabled; and
- Submit Proof of Loss to the Claims Evaluator;

The Employer will pay the Salary Continuation Amount.

The amount of any Salary Continuation Amount payable will be reduced by:

- The total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
- Any income received from the Employer for the period You are Totally Disabled.

**Partial Week Payment:** *How is a benefit calculated for a period of less than a week?*

If a Salary Continuation Amount is payable for less than a week, The Program will pay one-fifth (1/5) of the Salary Continuation Amount for each day You were Disabled.

**Carryover or Accrued Sick Time, Banked Sick Time, Vacation/Paid Time Off and Floating Holidays:** *Can I use this time in conjunction with my Program benefit so that I may receive 100% of my pre-disability earnings?*

Carryover or accrued sick time, vacation/Paid Time Off and floating holidays may not be used in conjunction with your Program benefits to bring your pay to 100% of your pre-disability earnings. However, Colleagues can elect to utilize carryover or accrued sick time, vacation/Paid Time Off or floating holidays, during the Program elimination period and beyond; but the commencement of benefits will be delayed. This means that your payments won't begin until after the additional paid time off that you've elected to use has been exhausted.

**Recurrent Disability:** *What happens to my benefits if I return to work as an Active Colleague and then become Disabled again?*

When Your return to work as an Active Colleague is followed by a Disability, and such Disability is:

- Due to the same cause; or
- Due to a related cause; and
- Within 90 consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Program remains in force.

If You return to work as an Active Colleague for 90 consecutive days or more, any recurrence of a Disability will be treated as a new Disability.

**Period of Disability** means a continuous length of time during which You are Disabled under The Program.

**Multiple Causes:** *How long will benefits be paid if a period of Disability is extended by another cause?*

If a period of Disability is extended by a new cause while Salary Continuation Amounts are payable, Salary Continuation Amounts payable will continue while You remain Disabled, subject to the following:

- Salary Continuation Amounts payable will not continue beyond the end of the original Maximum Duration of Benefits; and
- Any Exclusions will apply to the new cause of Disability.

**Termination of Payment:** *When will my benefit payments end?*

Benefit payments will stop on the earliest of the date:

- You are no longer Disabled;
- You fail to furnish Proof of Loss;
- You are no longer under the Regular Care of a Physician;
- You refuse the Claims Evaluator's request that You submit to an examination by a Physician or other qualified medical professional;
- Your death;
- You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- The last day benefits are payable according to the Maximum Duration of Benefits;
- Your Current Weekly Earnings exceed 99% of Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation;
- No further benefits are payable under any provision in The Program that limits benefit duration; or
- Your Employer terminates Your employment.

**Disabled and Working Benefits:** *How are benefits paid when I am Disabled and Working?*

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Weekly Benefit as follows:

- Multiply Your Pre-disability Earnings by the Benefit Percentage;
- Compare the result with the Maximum Benefit; and
- From the lesser amount, deduct Other Income Benefits.

The result is Your Weekly Benefit. Current Weekly Earnings will not be used to reduce Your Weekly Benefit. However, if the sum of Your Weekly Benefit and Your Current Weekly Earnings exceeds 100% of Your Pre-disability Earnings, We will reduce Your Weekly Benefit by the amount of excess.

**Rehabilitative Employment Benefit:** *What happens to my benefits if I accept Rehabilitative Employment?*

If, while You are Totally Disabled or Disabled and Working, You accept Rehabilitative Employment, the Employer will continue to pay a Salary Continuation Amount.

The Salary Continuation Amount the Employer will pay will be equal to Your Total Disability Salary Continuation Amount, less 50% of any income received from the Rehabilitative Employment.

The sum of the Salary Continuation Amount and total income received from Rehabilitative Employment may not exceed 100% of Your Pre-disability Earnings. If this sum exceeds the Pre-disability Earnings, the Salary Continuation Amount paid by the Employer will be reduced by the excess amount.

The Employer reserves the right to review any Rehabilitative Employment You participate in while benefits are being paid under The Program.

If You remain Totally Disabled or Disabled and Working after a period of Rehabilitative Employment, You may continue to receive benefits under the Total Disability Benefit or Disabled and Working Benefit, subject to the Maximum Payment Period for such benefit.

## EXCLUSIONS AND LIMITATIONS

### **Exclusions:** *What Disabilities are not covered?*

The Program does not cover, and will not pay a benefit for any Disability:

- Unless You are under the Regular Care of a Physician;
- That is caused or contributed to by war or act of war (declared or undeclared);
- Caused by Your commission of or attempt to commit a felony;
- Caused or contributed to by Your being engaged in an illegal occupation;
- Caused or contributed to by an intentionally self-inflicted Injury;
- For which Workers' Compensation benefits are paid, or
- Sustained as a result of doing any work for pay or profit for another employer.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that was:

- Sponsored by the Employer; and
- Terminated before the Effective Date of The Program;

no benefits will be payable for the Disability under The Program.

## GENERAL PROVISIONS

### **Claims Evaluator:** *What is the role of the Claims Evaluator?*

The Claims Evaluator is delegated the duties of the Employer to determine benefits payable according to the terms and conditions of The Program.

### **Employer Role:** *What is the role of the Employer in the Claims process?*

The Employer is responsible for making payment for benefits due according to the terms and conditions of The Program.

The Employer's responsibilities also include, but are not limited to:

- Deciding appeals of claims which were initially denied by the Claims Evaluator; and
- Making final determinations regarding eligibility for coverage.

### **Notice of Claim:** *When should the Claims Evaluator be notified of a claim?*

You, your supervisor or your physician must give the Claims Evaluator written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Employer's name.

You, your supervisor or your physician must give the Claims Evaluator notice of claim by calling the special claims telephone number provided to Colleagues. Such notice must be given on the fifth day of an absence due to the same or a related Disability.

If notice cannot be given within that time, it must be given as soon as possible after that. A representative of the Claims Evaluator will assist the caller through the process, gathering the appropriate information from you, your physician, and the Employer.

### **Claim Forms:** *Are special forms required to file a claim?*

The Claims Evaluator will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If the Claims Evaluator does not send the forms within 15 days, You may submit any other written, electronic or telephonic proof which fully describes the nature and extent of Your claim.

Proof of loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within 15 days after the Claims Evaluator receives a notice of claim.

### **Proof of Loss:** *What is Proof of Loss?*

Proof of Loss may include, but is not limited to the following:

- Documentation of:
  - ❖ The date Your Disability began;
  - ❖ The cause of Your Disability;
  - ❖ The prognosis of Your Disability;
  - ❖ Your Pre-disability Earnings, Current Weekly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
  - ❖ Evidence that You are under the Regular Care of a Physician;
- Any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- The names and addresses of all:
  - ❖ Physicians or other qualified medical professionals You have consulted;
  - ❖ Hospitals or other medical facilities in which You have been treated; and
  - ❖ Pharmacies which have filled Your prescriptions within the past three years;
- Your signed authorization for the Claims Evaluator to obtain and release:
  - ❖ Medical, employment and financial information; and
  - ❖ Any other information the Claims Evaluator may reasonably require;
- Your signed statement identifying all Other Income Benefits; and
- Proof that You and Your dependents have applied for all Other Income Benefits which are available.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to the Claims Evaluator.

**Additional Proof of Loss:** *What additional proof of loss is the Claims Evaluator entitled to?*

To assist the Claims Evaluator in determining if You are Disabled, or to determine if You meet any other term or condition of The Program, the Claims Evaluator has the right to require You to:

- Meet and interview with the Claims Evaluator; and
- Be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of the Claims Evaluator's choice.

Any such interview, meeting or examination will be:

- At the Claims Evaluator's expense; and
- As reasonably required by the Claims Evaluator.

Your Additional Proof of Loss must be satisfactory to the Claims Evaluator. Unless the Claims Evaluator determines You have a valid reason for refusal, the Claims Evaluator may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by the Claims Evaluator.

**Sending Proof of Loss:** *When must proof of Loss be given?*

Written Proof of Loss must be sent to the Claims Evaluator within 90 day(s) after the start of the period for which the Claims Evaluator is liable for payment. If proof is not given by the time it is due, it will not affect the claim if:

- It was not possible to give proof within the required time; and
- Proof is given as soon as possible; but
- Not later than 1 year after it is due, unless You are not legally competent.

The Claims Evaluator may request Proof of Loss throughout Your Disability. In such cases, the Claims Evaluator must receive the proof within 30 day(s) of the request.

**Claim Payment:** *When are benefit payments issued?*

When the Claims Evaluator determines that You:

- Are Disabled; and
- Eligible to receive benefits;

accrued benefits will be paid in accordance with the Employer's payment schedule. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to the Claims Evaluator is received and processed.

**Claims to be Paid:** *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- Your estate;
- A person who is a minor; or
- A person who is not legally competent;

then the Claims Evaluator may pay up to \$1,000 to a person who is Related to You and who, at the Claims Evaluator's sole discretion, is entitled to it. Any such payment shall fulfill the Claims Evaluator's responsibility for the amount p.

**Claim Denial:** *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- Give the specific reason(s) for the denial;
- Make specific reference to The Program provisions on which the denial is based;
- Provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- Provide an explanation of the review procedure.

**Claim Appeal:** *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so You:

- Must request a review upon written application within 180 days of receipt of claim denial;
- May request copies of all documents, records, and other information relevant to Your claim; and
- May submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our appeal decision on the claim.

**Social Security:** *When must I apply for Social Security Benefits?*

The Employer may require that You apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of the request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- To follow the process established by the Social Security Administration to reconsider the denial; and
- If denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

**Benefit Estimates:** *How does the Employer estimate Disability benefits under the United States Social Security Act?*

The Employer reserves the right to reduce Your Salary Continuation Amount by estimating the Social Security disability benefits You or Your spouse and children may be eligible to receive.

When the Employer determines that You or Your Dependent may be eligible for benefits, the Employer may estimate the amount of these benefits. The Employer may reduce Your Salary Continuation Amount by the estimated amount. Your Salary Continuation Amount will not be reduced by estimated Social Security disability benefits if:

- You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- You have signed a form authorizing the Social Security Administration to release information about awards directly to the Employer.

If the Employer has reduced Your Salary Continuation Amount by an estimated amount and:

- You or Your Dependent are later awarded Social Security disability benefits, the Employer will adjust Your Salary Continuation Amount when the Employer receives proof of the amount awarded, and determine if it was higher or lower than the Employer estimated; or
- Your application for Social Security disability benefits has been denied, the Employer will adjust Your Salary Continuation Amount when You provide the Employer proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than the Employer estimated, and the Employer owes You a refund, the Employer will make such refund in a lump sum. If Your Social Security Benefits were higher than the Employer estimated, and If Your Salary Continuation Amount has been overpaid, You must make a lump sum refund to the Employer equal to all overpayments, in accordance with the Overpayment Recovery provision.

**Subrogation:** *What are the Employer's subrogation rights?*

If You:

- Suffer a Disability because of the act or omission of a Third Party;
- Become entitled to and are paid benefits under The Program in compensation for lost wages; and
- Do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then the Employer will be subrogated to any rights You may have against the Third Party and may, at its option, bring legal action against the Third Party to recover any payments made by The Program in connection with the Disability.

**Third Party** as used in this provision means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Program.

**Legal Actions:** *When can legal action be taken against the Employer?*

Legal action cannot be taken against the Employer:

- Sooner than 60 days after the date proof of loss is furnished; or
- More than 3 years after the date Proof of Loss is required to be furnished according to the terms of the Program.

**Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately, the true facts will be used to determine if, and for what amount, coverage should have been enforced.

**Program Interpretation:** *Who interprets the terms and conditions of The Program?*

The Employer has full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Program.

## DEFINITIONS

**Actively at Work** means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing, for wage or profit, all of the regular duties of Your Occupation:

- In the usual way; and
- For Your usual number of hours.

You will be considered Actively at Work on a day that is not a scheduled workday only if You were Actively at Work on the preceding scheduled workday.

**Active Colleague** means a Colleague who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Benefits.

**Bonuses** means the weekly average of bonuses You received from Your Employer over the:

- 12 month period immediately prior to the last day You were Actively at Work before You became Disabled; or
- Total period of time You worked for Your Employer, if less than the above period.

**Carryover Sick/Accrued Sick/Sick Banks - Carryover Sick Time** means up to 40 hours of accrued, but unused sick time from the previous calendar year, unless otherwise required by applicable law. **Banked Sick Time** means unused sick hours from legacy policies.

**Claims Evaluator** means Hartford Life and Accident Insurance Company.

**Commissions** means the weekly average of commissions You received from Your Employer over:

- 12 month period immediately prior to the last day You were Actively at Work before You became Disabled; or
- Total period of time You worked for Your Employer, if less than the above period.

**Current Weekly Earnings** means Weekly earnings You receive from:

- Your Employer; and
- Other employment;

while You are Disabled and eligible for the Disabled and Working Benefit.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Weekly Earnings.

Current Weekly Earnings also includes the pay You could have received for another job or a modified job if:

- Such job was offered to You by Your Employer, or another employer, and You refused the offer; and
- The requirements of the position were consistent with:
  - ❖ Your education, training and experience; and
  - ❖ Your capabilities as medically substantiated by Your Physician.

**Disabled and Working** means that You are prevented by:

- Injury;
- Sickness;
- Mental Illness;

- Substance Abuse; or
- Pregnancy;

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, and as a result, Your Current Weekly Earnings are more than 0%, but are less than 100% of Your Pre-disability Earnings.

**Disability or Disabled** means Total Disability or Disabled and Working Disability.

**Elimination Period** means the number of consecutive days at the beginning of any one period of Disability which must lapse before benefits are payable. The Elimination Period is shown in the Schedule of Benefits above.

**Essential Duty** means a duty that:

- Is substantial, not incidental;
- Is fundamental or inherent to the occupation; and
- Cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

**Injury** means bodily injury resulting:

- Directly from accident; and
- Independently of all other causes;

which occurs while You are covered under The Program. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Program, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- Mental Retardation;
- Pervasive Developmental Disorders;
- Motor Skills Disorder;
- Substance-Related Disorders;
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- Narcolepsy and Sleep Disorders related to a General Medical Condition.

**Other Income Benefits** means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Program. This includes any such benefits for which You or Your family are eligible or that are paid to You, or Your family or to a third party on Your behalf, pursuant to any:

- Temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- Governmental law or program that provides statutory or unemployment benefits as a result of Your job with Your Employer;
- Plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- Individual insurance policy where the premium is wholly or partially paid by Your Employer;
- Mandatory "no fault" automobile insurance plan;
- Disability benefits under:
  - ❖ The United States Social Security Act or alternative plan offered by a state or municipal government;
  - ❖ The Railroad Retirement Act;
  - ❖ The Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - ❖ Similar plan or act;
 that You, Your spouse and/or children are eligible to receive because of Your Disability; or
- Disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
  - ❖ That begins after You become Disabled; or
  - ❖ That You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or Your family, or to a third party on Your behalf, pursuant to any:

- Temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- Portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
- Retirement benefits under:
  - ❖ The United States Social Security Act or alternative plan offered by a state or municipal government;
  - ❖ The Railroad Retirement Act;
  - ❖ The Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - ❖ Similar plan or act;that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

Specific states offer paid benefits and job protection status to colleagues that work in their state. If your work state offers you state-paid benefits, the Employer will provide the difference between the state benefit and the Employer benefit via payroll, if applicable. Colleagues must apply to their work state for state benefit payments. The Claims Evaluator can provide general information regarding state benefits; however, all colleagues must file their leave of absence with the Claims Evaluator to ensure all claim types are reported. Colleagues receiving paid benefits from their state and not via Employer payroll should contact the Sysco Benefits Center to coordinate payment for their benefit premiums to ensure coverage continues.

**Physician** means a person who is:

- A doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that the Claims Evaluator recognize or are required by law to recognize;
- Licensed to practice in the jurisdiction where care is being given;
- Practicing within the scope of that license; and
- Not Related to You by blood or marriage.

**Pre-Disability Earnings** means in regards to:

- \$0 Base Pay Colleagues: Total earnings for last twelve months in the month prior to your last day worked (excludes imputed income, allowances/reimbursements, promos/non-cash earnings) or equivalent annualized value.
- Salaried, Non-Incentive and Incentive Hourly, USBL Marketing Colleagues/Sales Consultants & MIPs: Regular weekly base rate of pay, excluding incentive pay, productivity pay, bonuses, overtime pay or any other fringe benefits or extra compensation, in effect as of the January 1<sup>st</sup> immediately prior to Your date of disability. Your January 1<sup>st</sup> earnings are frozen as of September 15<sup>th</sup> of the prior year.  
If you were not a Sysco colleague as of September 15<sup>th</sup> of the prior year, your earnings will be determined by using an average of full months of salary from your date of hire until your date of disability.

**Prior Program** means the salary continuation program maintained by the Employer, according to the terms and conditions stated in this Program Description.

**Program** means the salary continuation program maintained by the Employer, according to the terms and conditions stated in this Program description.

**Regular Care of a Physician** means that You are being treated by a Physician:

- Whose medical training and clinical experience are suitable to treat Your disabling condition; and
- Whose treatment is:
  - ❖ Consistent with the diagnosis of the disabling condition;
  - ❖ According to guidelines established by medical, research, and rehabilitative organizations; and
  - ❖ Administered as often as needed;

to achieve the maximum medical improvement.

**Rehabilitative Employment** means employment or service which:

- 1) Prepares a Disabled person to resume gainful work; and
- 2) Is approved, in writing, by the Claims Evaluator.

**Related** means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Sickness** means a Disability which is:

- Caused or contributed to by:
  - ❖ Any condition, illness, disease or disorder of the body;
  - ❖ Any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;
  - ❖ Hernia of any type unless it is the immediate result of an accidental Injury covered by The Program; or
- Caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- Impairments in social and/or occupational functioning;
- Debilitating physical condition;
- Inability to abstain from or reduce consumption of the substance; or
- The need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs, but excludes tobacco and caffeine.

**Total Disability or Totally Disabled** means that You are prevented by:

- Injury;
- Sickness;
- Mental Illness;
- Substance Abuse; or
- Pregnancy;

from performing the Essential Duties of Your Occupation, and as a result, You are earning 99% or less of Your Pre disability Earnings.

If You are in an occupation that requires You to maintain a license, Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are disabled from Your Occupation.

**Your Occupation** means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.'

**We** means the insurance company named on the face page of The Policy.

**You or Your** means the person to whom this Program is issued.