
Your DuPont Benefit Resources

Total and Permanent Disability Income Plan

July 2003

As of July 2003, participating employers in the Total and Permanent Disability Income Plan include:

- E. I. du Pont de Nemours and Company
- DuPont Dow Elastomers L.L.C.
- DuPont Textiles & Interiors, Inc.
- DuPont Photonics Technologies, L.L.C.
- DuPont Protective Apparel Marketing Company

All references to “the Company” in this document pertain to the specific company that employs you.



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DETAILS OF THE PLAN

Preface

This **Summary Plan Description (SPD)** provides a concise description of Plan coverage available for you.

While this SPD contains detailed and important information about your benefit Plan, every attempt has been made to communicate that information clearly and in easily understandable terms.

While the **Company** intends to continue the benefits and policies described in this booklet, the Company reserves the right to change, modify or discontinue the Plan at its discretion at any time. This SPD does not constitute a contract of employment or guarantee any particular benefit.

In the event of a discrepancy between this SPD and the Plan document, the Plan document will govern.

Introduction

This Plan provides income protection in the event you become disabled. Benefits begin the month following your termination if your **disability** has been found to be total and permanent. Benefits will continue, as long as you remain totally and permanently disabled. This Plan guarantees that your income from all sources will be 60% of your **normal monthly pay**. In order to determine if your income is at least 60% of your normal pay, the Plan takes into account income from certain other sources.

You will need to satisfy the requirements described in this SPD to receive Total and Permanent Disability Income benefits.

Eligibility

Eligible employees

You are eligible for the Total and Permanent Disability Income Plan if you are:

- a **Full-Service Employee** of DuPont U.S. Region
- a Full-Service Employee of a participating DuPont subsidiary or joint venture that elects to adopt this Plan

After one year of service as a Full-Service Employee, you are eligible for non-occupational disability coverage.

You are covered your first day of employment if your disability is determined to be a result of an occupational injury or disease that occurs or arises out of your employment with the Company.

Enrollment

Enrolling in the Plan

On the date you become eligible you are **automatically enrolled** in the Plan.

Evidence of insurability is not required for participation in this Plan.

Cost

Cost of coverage

The Company pays for the entire cost of your total and permanent disability coverage.

Plan Benefit

Total and permanent disability means you are totally disabled by injury or disease and presumably are totally and permanently prevented from doing any gainful work, as determined by the Company.

Benefit amount

Your coverage provides a benefit that is equal to the difference between 60% of your normal monthly earnings and benefits payable to you under other specified Company-sponsored and government-sponsored income programs. Determination of your benefit is based on your condition immediately prior to your termination of employment from the Company.

Eligible normal monthly earnings at the time you become disabled

Your Total and Permanent Disability Income benefit is based on your normal monthly earnings at the time you become disabled. Your normal monthly earnings at the time you become disabled are:

- one-twelfth your regular rate of pay computed on an annual basis. This rate includes scheduled overtime, applicable premiums for shifts, Sundays and holidays and excludes occasional or temporary variations from normal working hours, awards, incentives, special compensation, variable pay or payment for relocation or termination allowances.

Maximum benefit

The Total and Permanent Disability Income Plan does not have a maximum benefit.

Calculation of benefits

If you qualify for Total and Permanent Disability Income Plan benefits, the Plan will supplement any other Company-sponsored and government-sponsored income plans. The amount that the Plan will pay is the amount required to ensure that you have 60% of your income when you are determined to be totally and permanently disabled. The Plan pays the difference between 60% of your regular pay and the sum of all of income programs for which you may be eligible. See the “Benefits from other sources” section for a detailed list of income sources that the Plan supplements.

Another way to calculate your Total and Permanent Disability Income benefit amount is to calculate 60% of your DuPont pay and then reduce, or “**offset**,” that amount by any and all of the specified income sources listed in the “Benefits from other sources” section.

If you become disabled before you have attained 15 years of service:

If you become disabled before you are eligible to receive benefits from the Pension and Retirement Plan and begin receiving Total and Permanent Disability Income payments before your **Social Security** application is approved, you may be eligible to receive a temporary monthly advance equal to 50% of your estimated Social Security benefit. This temporary monthly advance continues until:

- you begin receiving your **Social Security disability** benefits;
- your claim for Social Security benefits is denied on **appeal**; or
- you become eligible for Social Security old-age benefits.

If you have less than 15 years of service and receive benefits under the Total and Permanent Disability Income Plan, you are eligible for other benefits during your disability:

- **Medical:** Basic medical coverage continues for up to 24 months. At the end of 24 months, your medical coverage ends. At this time you may be eligible for Medicare after receiving Social Security disability benefits for 24 consecutive months. Your dependents may elect to purchase medical coverage under COBRA for an additional period of time (not to exceed 36 months from your employment termination) if a qualifying event occurs within 18 months of your employment termination.
- **Dental:** Dental coverage is discontinued upon employment termination. You and your dependents may elect to purchase dental coverage under COBRA for up to 36 months.
- **Life Insurance:** The Company provides continued life insurance equal to one times your pay, subject to age reductions at age 65, at no cost to you for as long as you receive Total and Permanent Disability Income payments. Any Contributory Group Life insurance or supplemental life insurance that you purchased under BeneFlex Employee Life Insurance is discontinued upon employment termination.

If you become disabled after you have attained 15 years of service:

If you become disabled after you complete 15 years of service and you are approved for benefits under the Incapability provision of the Pension and Retirement Plan, you are eligible for a monthly supplement until you begin receiving Social Security benefits. See the Pension and Retirement Plan for more information on this supplement to your Incapability pension.

If you complete 15 years of service and are approved for an Incapability pension, you are eligible for other benefits during your retirement:

- **Medical:** medical coverage from DuPont remains in effect for life.
- **Dental:** dental coverage from DuPont remains in effect for life.
- **Insurance:** Your DuPont Company-paid life insurance continues at no cost to you, subject to age reductions at age 65. In addition, you may continue your DuPont Contributory Group Life Insurance or supplemental life insurance that you purchase under BeneFlex Employee Life Insurance. Both plans are subject to age reductions at age 65. If you are participating in the NonContributory Group Life Insurance Plan, that insurance can provide disability benefits. See the NonContributory Group Life Insurance Plan for details.

Benefits from other sources

Your Total and Permanent Disability Income benefit is reduced, or offset, by the total income from any of the following payments you receive or are entitled to receive:

- any retirement, disability, discharge, or dismissal benefits payable to you under the law of any foreign government
- your benefits under any **Workers' Compensation** law or similar laws
- your Company pension or benefits under a similar plan provided by the Company or any affiliated company
- your disability benefits under any state law
- your disability payments by or on behalf of the Company or any affiliated company
- your primary Social Security benefits
- your unemployment compensation
- temporary advance of 50% of your estimated Social Security benefit (if you have less than 15 years of service and have not been approved for Social Security)
- incapability supplement (if you have more than 15 years of service and have not begun to receive Social Security benefits)

As a condition of eligibility for benefits, you must authorize the Company to obtain information and verify what is payable from these sources.

The Social Security benefit used to calculate your Total and Permanent Disability Income benefit is the "Primary Social Security" benefit. You are required to apply and, if necessary, reapply for disability benefits from Social Security and any other sources listed above.

When your Total and Permanent Disability Income benefit is first calculated, your qualifications for Social Security or Workers' Compensation benefits may not be known. As a result, your Total and Permanent Disability Income benefit will be determined using estimates for your Social Security and Workers' Compensation benefits. Once the amounts for Social Security and Workers' Compensation are determined, your Total and Permanent Disability Income benefit will be adjusted retroactively and for future payments. Retroactive adjustments may require that the Company pay you more or that you reimburse the Company.

Your benefit is not reduced for income you receive from a personal disability insurance policy, income from your spouse's employment, income from investments and savings (including the DuPont Savings and Investment Plan), military service disability payments and family Social Security benefits.

This example shows how an offset affects your disability benefit:

Disability benefit amount—60% of DuPont pay	\$1,500 per month
DuPont pension benefit	\$550 per month
Social Security benefit	\$450 per month
Benefit paid from Total and Permanent Disability Income Plan	\$500 per month

In this example, 60% of your pay is \$1,500 per month. You receive \$550 per month from the Pension and Retirement Plan and you receive \$450 per month from Social Security. Payments from the Pension Plan and Social Security payments are both offsets to your disability benefit, and, as a result, you would receive a Total and Permanent Disability Income Plan benefit of \$500 per month. The \$500 Plan benefit combined with the the Pension benefit and the Social Security benefit totals \$1,500 per month, the 60% of normal pay guarantee.

If you qualify for a new benefit from one of these sources, your Total and Permanent Disability Income payment will be adjusted downward to meet the 60% threshold. When payments from any of these specified sources begin, you must notify Aetna immediately. The Company is entitled to recover on a retroactive basis any Total and Permanent Disability Income overpayments if an employee qualifies for any of the specified income sources. You are required to pay back any overpayments.

Minimum benefit

There is no minimum benefit under the Plan.

When benefits begin

You will receive your first benefit payment the first of the month following your termination from the Company. You will continue to receive benefit payments at the end of each month for as long as you are determined to be totally and permanently disabled.

Covered disabilities

To receive Total and Permanent Disability Income Plan benefits, you must meet each of the following conditions:

- you are totally disabled by an injury or disease and you are permanently prevented from doing any gainful work, as determined by DuPont;
- you may also be required to undergo examinations by the Company and or/medical staff selected by the Claims Administrator to determine your eligibility for benefits at the time you apply and while you are receiving benefits;
- you must authorize in writing the release of your medical records, reports from your doctor, and whatever other information may be required to determine whether you are totally and permanently disabled under the terms of the Plan.

You or your doctor may be asked periodically to provide proof of your continuing disability. You will be responsible for any doctor’s charges or other costs associated with providing proof.

When benefits end

Your benefits under the Total and Permanent Disability Income Plan continue until one of the following occurs:

- you die
- you are no longer determined to be totally and permanently disabled
- you fail to comply with requests to provide evidence of continued disability or economic information

If you recover but then become totally and permanently disabled from the same disability within six months of when your Totally and Permanent Disability Income benefits ended, your benefits will be reinstated in full.

Restrictions and Exclusions

Disabilities not covered

The Plan does not cover certain disabilities. These include any disability that results from one of the following:

- any disability due to any occupation or work outside the Company for compensation or profit
- any disability due to participation in willful acts contrary to law
- any disability sustained after termination of service from the Company
- any disability sustained or contracted while on active duty in the armed forces of any country

Rehabilitation benefits

If you have been totally disabled and have been receiving benefits from the Total and Permanent Disability Income Plan, you may be eligible for the rehabilitation program as you recover. The rehabilitation program allows you to return to work as your health improves, even if you cannot return to your original job on a full-time basis. The Claims Administrator will contact you if you are a candidate for this program.

There is no penalty if you don't participate in the work rehabilitation program. You can receive a rehabilitation benefit payment for up to 12 months.

Filing a Claim

How to file a claim

Upon your disability, you must contact your Site Human Resources representative.

You must complete the employee section of the claim form that is provided to you as soon as possible. You need to include a signed completed claim form, signed authorization to release medical information, and your attending physician's statement. Submit your claim form to the Claims Administrator. You may also need to have a medical exam. Upon filing your claim, the Claims Administrator has a maximum of 45 days after all relevant information and documentation about your disability has been received to review the claim. If additional information is required by the Claims Administrator and an extension is needed, you will receive written notification. If your claim for benefits is approved, you will be notified in writing.

You should apply for Social Security disability benefits at the same time you apply for Total and Permanent Disability benefits, since Social Security benefit requests take time to process.

If Social Security denies your application, Social Security can provide instructions on how to appeal the decision. If you are approved for benefits under the Total and Permanent Disability Income Plan, you will continue to receive the entire amount of disability payments from the Plan. If Social Security subsequently approves your application, you will be required to reimburse the Plan for any overpayments you received.

You must notify the Claims Administrator of any decisions made by Social Security.

If a claim is denied

If your claim for benefits is denied, you will be notified in writing of the reason for the denial.

The notice will include:

- references to the provisions of the benefit Plan or practice involved
- a description of what additional information is necessary and why
- the specific reasons for the denial
- a copy of these procedures or comparable information about steps you need to take to resubmit it

Appealing a denied claim

If the decision to deny or reduce the amount of the claim is not explained to your satisfaction or you have additional information that may change the decision, you should follow these steps to try to bring the claim denial to a resolution:

- Step 1: Contact the Claims Administrator for a clearer explanation of the denial.
- Step 2: Provide additional information to the Claims Administrator that may allow reconsideration of your claim.

You also have the right to request, free of charge, access to and copies of all documents, records and other information relevant to your claim for benefits. If, after contacting the Claims Administrator and requesting additional information, you still have not received an adequate explanation concerning your claim for benefits under the Plan, you have a legal right to appeal the denial or partial denial of your claim.

Your final **appeal** is to DuPont. To appeal the denial, you should notify the Claims Administrator in writing requesting a claim review. The request for appeal should include:

- the specific reasons why you think the claim should be reconsidered and approved
- any additional documentation that supports the approval of the claim
- an explanation of benefits statement for the denied claim
- a copy of the denial

You must make this request within 180 days after you receive the original claim decision.

You will receive information about the final decision from the Claims Administrator, which will respond within 60 days.

Special circumstances may cause the review to take longer. You will be notified if the review is extended and of the reason for the extension.

When you are notified of the final decision, the notice will provide the reason for the decision and the specific Plan provisions on which it is based. DuPont, as Plan Administrator, has full discretion and authority to interpret Plan provisions, resolve any ambiguities and evaluate claims. The decision made by DuPont is final and binding.

The exhaustion of the claim and appeal procedure is mandatory for resolving any claim arising under this Plan. Applicable law requires you to pursue all claim and appeal rights on a timely basis before seeking any other legal recourse regarding claims for benefits.

How the Plan will handle your appeal

In reviewing your appeal, all information that is submitted, regardless of whether that information was considered at the time of the initial claim, will be considered and a new review will be completed. The party reviewing your appeal will not have participated in the original claim determination and will not be a subordinate of the party who made the original claim determination, the insurance company.

About Your Coverage

If you leave the Company

Your Total and Permanent Disability Income coverage ends on the day you leave the Company or are no longer eligible. The Total and Permanent Disability Income Plan does not offer conversion privileges.

If you retire

Your Total and Permanent Disability Income coverage ends on the date your retirement begins.

If you die

Your Total and Permanent Disability Income coverage ends on the date of your death. If you are receiving disability benefits under this Plan, your last check will be paid at the end of the month in which you die.

Future of the Plan

While the Company intends to continue the benefits and policies described in this booklet, the Company reserves the right to suspend, modify, or terminate this Plan at its discretion at any time.

ADMINISTRATIVE INFORMATION

The information presented in this Summary Plan Description is intended to comply with the disclosure requirements of the regulations issued by the U.S. Department of Labor under the Employee Retirement Income Security Act of 1974 (**ERISA**).

If there is any inconsistency between the SPD and the Plan document, the Plan document governs.

Overpayments and other errors

If a benefit is paid that is larger than the amount allowed by the Plan, the Plan has a right to recover the excess amount from the person or agency who received it. Erroneous statements will not change the rights or obligations under the Plan and will not operate to grant additional benefits or coverage.

Assignment of benefits

Unless required by law, Plan benefits cannot be assigned, attached, garnished or made subject to debts or liabilities.

Conversion rights

You can not **convert** this disability plan benefit to an another policy.

ERISA Rights

As a participant in the Total and Permanent Disability Income Plan, you are entitled to certain rights and protections under ERISA. ERISA entitles you to:

- examine, at the Plan Administrator’s office and other specified locations, including work sites and union halls if applicable, without charge, all Plan documents governing the Plan. These documents may include insurance contracts, collective bargaining agreements if applicable, and the latest annual report (Form 5500) 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, after sending a written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements if applicable, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. You may be asked to pay a fee for the copies.
- receive a written summary of the Plan’s annual financial report. The Plan Administrator is required by law to provide each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties on the people responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries,” have a duty to do so prudently and in the best 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 benefit or exercising your rights under ERISA.

If your claim for a 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 several steps you can take to enforce your rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive it within 30 days, you may file suit in 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 Plan Administrator’s control.

If 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. In addition, if you disagree with the Plan's decision or lack of decision about the qualified status of a domestic relations order or medical child support order, you may file suit in federal court. If 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 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 sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

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

Plan Sponsor

E. I. du Pont de Nemours and Company
1007 Market Street
Wilmington, DE 19898
Phone: 1-302-774-1000

Other companies related to DuPont also adopt the Plan for the benefit of their employees from time to time. You can get a list of adopting employers and their addresses from the Plan Administrator.

Type of Plan and Administration

The Plan is a welfare plan as defined by the Employee Retirement Income Security Act of 1974 (ERISA) that provides disability benefits. The Company contracts with an insurance company for the purpose of providing any benefits under this Plan.

Plan Administrator

E. I. du Pont de Nemours and Company
1007 Market Street
Wilmington, DE 19898
Phone: 1-302-774-1000

Claims Administrator

Aetna
151 Farmington Avenue
Disability Service Center—RT32
Hartford, CT 06156
Phone: 1-800-325-7377

Employer Identification Number (EIN)

The EIN is 51-0014090.

Plan Number

The Plan number is 508.

Plan Year

The **Plan Year** is January 1 through December 31.

Source of Benefits Funding

The Company pays the entire cost.

Agent for Service of Legal Process

E. I. du Pont de Nemours and Company
1007 Market Street
Wilmington, DE 19898
Phone: 1-302-774-1000

CONTACTS

For More Information

Your Site Human Resources representative.

For a Claim Form

Your Site Human Resources representative.

For Sending a Completed Claim

Aetna
Disability Service Center—RT32
151 Farmington Avenue
Hartford, CT 06156
Phone: 1-800-325-7377

For Appealing a Claim

Aetna
Disability Service Center—RT32
151 Farmington Avenue
Hartford, CT 06156
Phone: 1-800-325-7377

DICTIONARY TERMS

The following terms are highlighted throughout the SPDs. In this section, you will find the definitions for these terms to help clarify their meaning and to provide information to better help you understand the provisions of your benefit plans.

Appeal

A request for reconsideration of a denied claim. Either the Claims Administrator or the Plan Administrator reviews the appeal and decides if the claim's previous denial should be overturned. Certain appeals are governed by requirements set forth by the Employee Retirement Income Security Act of 1974 (ERISA), including how appeals are submitted and responded to, relevant time frames and responsibilities of the claimant, the Claims Administrator and the Plan Administrator.

Automatic enrollment

The Plan does not require the employee, upon becoming eligible for coverage, to make an election for coverage to begin.

Company

The association or organization you work for and that provides your benefit program.

Convert

Ability to transfer your Company benefit plan to non-group coverage without having to meet any eligibility requirements.

Disability

A condition that causes you to be unable to perform regular job duties.

ERISA (Employee Retirement Income Security Act of 1974)

This federal law requires employee benefit plans to disclose information about the plan to participants and establish claims procedures.

Full-Service Employee

Any person designated by the Company as a full-time employee. Any employee who works at least 20 hours per week on a regular basis is considered a Full-Service Employee.

Normal monthly earnings

Normal monthly earnings means one-twelfth of your regular rate of pay computed on an annual basis. The rate includes scheduled overtime, applicable premiums for shifts, Sundays and holidays, but does not include temporary variations in working hours, awards under special compensation plans, or payment for relocation or termination allowance.

Offset

When your benefits are reduced by certain other payments you receive.

Plan Year

The 12-month period, or policy or fiscal year on which the Plan's records are kept. The Plan Year runs January 1 through December 31.

Short-term disability

A medical condition that lasts for a period of time, usually less than six months, and makes you unable to perform your job.

Social Security

A federal program you can apply for that may pay disability benefits to you, your spouse and your dependent children if you become totally and permanently disabled.

Social Security disability

You are disabled under Social Security rules if you cannot do work that you did before and it is determined by the Social Security Administration that you cannot adjust to other work because of your medical condition(s). Your disability must also last or be expected to last for at least one year or to result in death.

Summary Plan Description (SPD)

A legally required document intended to help you understand your benefits, how the Plan operates, how to file claims, and your rights and responsibilities as a Plan participant. It does not describe every feature in the Plan and it is not intended to be a full statement of the Plan documents.

Work-related injury or illness

An injury or illness that happens because of your daily job duties or responsibilities.

Workers' Compensation

Every state has a system of providing for the cost of medical care and weekly payments to employees who suffer job-related illnesses or injuries and to dependents of those killed in industry. The employer is required to pay benefits prescribed by law.

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