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Pension Benefit Guaranty Corporation  
1200 K Street, N.W., Washington, D.C. 20005-4026

NOV 20 2002

[Redacted]

Re: Appeal No. [Redacted] Estate of [Redacted]  
Republic Retirement Plan (the "Plan")

Dear [Redacted]

**BEST COPY AVAILABLE**

The Appeals Board has reviewed your appeal, prepared for you by your son-in-law, [Redacted] of PBGC's February 6, 1998 determination concerning [Redacted] benefit under the Plan. For the reasons stated below, the Board found that you presented no basis for changing PBGC's determination that [Redacted] benefit was paid and payable as a Straight Life Annuity ("SLA") with no survivor benefits.

Please note, however, that PBGC's determination does not affect the Surviving Spouse's Benefit ("SSB") that you are currently receiving under an insurance contract between LTV and the Metropolitan Life Insurance Company ("MetLife"). You should continue receiving that benefit for the rest of your life.

Determination and Appeal

PBGC's determination letter said that [Redacted] was entitled to a monthly benefit of \$490.11, payable as an SLA, which provided [Redacted] a benefit for his lifetime and no survivor benefit. The letter noted that the final amount of \$490.11 was the same amount he received on an estimated basis until he died on July 15, 1989. In that regard, the Board would like to express our condolences.

In your March 12, 1998 appeal, you said that when [Redacted] signed the Plan's form for acceptance or revocation of the Automatic 50% Spouse Option ("ASO") on October 29, 1976, he was under psychiatric care. You also noted that considering the statement in the revocation that other benefits would be available to you, it is understandable that he thought other benefits would be available to you after his death. You enclosed several documents with your appeal, including a document dated June 10,

# 1131296

1976 and signed by [redacted], stating that after being admitted to the hospital on May 24, 1976, [redacted] had remained hospitalized in the Psychiatric Unit of Deaconess Hospital.

Discussion

The record shows that [redacted] retired in 1976 under a Permanent Incapacity Retirement, as defined in Section 2.5 of the Plan document in effect when he retired. Plan § 3.14(g) provided that a participant's "regular pension" was payable as an SLA. However, under § 3.17(a)(1), a married participant's regular pension was reduced and paid under the ASO, unless he revoked the ASO. Section 3.17(a)(4) of the Plan permitted participants to revoke the ASO, without the concurrence of their spouses, within 90 days before retirement or within 90 days after being given written notice regarding the ASO.

Under Section 3.17(a)(4) of the Plan, a married participant who revoked his ASO was eligible to elect a Co-Pensioner Option, described in Plan § 3.18. Section 3.18(a)(1) of the Plan permitted an eligible participant upon retirement, to elect to convert his regular pension to a "net reduced pension," which would provide a survivor's benefit payable to a "co-pensioner" designated by the participant.

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PBGC files show that in accordance with the Plan's provisions, [redacted] revoked the ASO on October 29, 1976. Although the law at the time did not require your concurrence in the revocation, the revocation form that [redacted] signed carries your signature as "Witness." See **Enclosure**. Furthermore, the Appeals Board found no evidence that [redacted] elected a Co-Pensioner Option.

Although a benefit similar to the SSB you are now receiving was formerly provided under the Plan itself, LTV removed post-retirement SSB's from the Plan effective for retirements on or after April 1, 1976. LTV elected to remove the SSB from the Plan, and provide it under an annuity contract with MetLife. Thus, you should continue to receive the monthly you are receiving from MetLife under that annuity contract for the rest of your life.

Decision

Having applied the provisions of the Plan to the facts in your case, the Appeals Board found that you presented no reason to change PBGC's determination that [redacted] Plan benefit was paid and payable as an SLA with no survivor benefits.

This is the agency's final decision regarding the issues you

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#1131296

-3-

raised in your appeal. You have exhausted your administrative remedies, and may, if you wish, seek court review of this decision.

We appreciate your patience while we completed our review. If you have any additional questions regarding your late husband's benefit, please call PBGC's Customer Service Center at 1-800-400-7242.

Sincerely,



Michel Louis  
Appeals Board Member

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Enclosure

cc: