

**LIFE INSURANCE BENEFITS
FOR U.S. EMPLOYEES AND RETIREES**

And

**ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE BENEFITS
FOR U.S. EMPLOYEES**

Under

**THE RAILROAD EMPLOYEES
NATIONAL HEALTH AND WELFARE PLAN**

2007

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I

Introduction

This booklet describes the life insurance and accidental death and dismemberment insurance benefits that are available to U.S. employees and the life insurance benefit that is available to retirees under The Railroad Employees National Health and Welfare Plan. We urge you to read it carefully and to keep it in a safe place. Your Beneficiary should know where it is kept.

The Railroad Employees National Health and Welfare Plan – which we refer to in this booklet as the "Plan" – also provides health benefits. Those benefits are described in a separate booklet.

This booklet does not constitute a legal contract. The Plan benefits described in this booklet are provided through an insurance policy. If there are any differences between this booklet and the insurance policy, the policy will govern.

This booklet describes the Plan in effect on October 1, 2007. It also describes certain changes in the Plan that became effective on the dates shown in the various collective bargaining agreements. These changes are referred to as "enhanced benefits" throughout this booklet and apply only to Plan participants covered by those collective bargaining agreements that provide for the enhancements. Your supervisor or union representative will be able to tell you whether or not the changes apply to you.

For information about Plan benefits or how to file a claim, call Metropolitan toll-free at 1-800-310-7770, Monday-Friday from 8 A.M. to 5 P.M. (Eastern time).

Schedule of Benefits

The life insurance and accidental death and dismemberment insurance benefits under the Plan are provided through Group Policy No. 1023000-G issued to the Trustees of the Plan by Metropolitan Life Insurance Company. The **Group Policy** provides the following benefits, subject to the remaining provisions of this booklet.

BENEFITS FOR ELIGIBLE EMPLOYEES

(if the enhanced benefits apply to you)

Amount

LIFE INSURANCE \$20,000

ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE.....Up to \$16,000

BENEFITS FOR ELIGIBLE EMPLOYEES

(if the enhanced benefits do not apply to you)

LIFE INSURANCE \$10,000

ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE.....Up to \$8,000

BENEFITS FOR RETIRED EMPLOYEES

LIFE INSURANCE \$ 2,000

Conversion of Life Insurance Benefits to Personal Policy

If your life insurance coverage under the Plan ceases, you may be permitted to purchase a personal policy of life insurance from Metropolitan Life Insurance Company, without having to give proof of good health. Certain restrictions will apply though. See Section V of this booklet.

No Cash Value or Assignment

The life insurance and accidental death and dismemberment insurance provided under the Plan do not at any time provide paid-up insurance, or loan or cash values. Nor may you assign your insurance benefits to anyone else.

Life and AD&D Insurance Under the Former Policy Contract

Group Policy No. 1023000-G issued by Metropolitan Life Insurance Company was effective on January 1, 1996. Prior to that date, life and AD&D insurance under this **Plan** was provided under one or more **Former Policy Contracts** as defined on page 5 of this booklet.

Eligibility

Employees are eligible for life and AD&D insurance under the **Plan** if they fall within the definition of **Eligible Employee** set forth on page 5 of this booklet.

Some train and engine service employees of Participating Employers that also participate in the National Railway Carriers and United Transportation Union Health and Welfare Plan may be represented at times by the Brotherhood of Locomotive Engineers ("BLE") and at other times by the United Transportation Union ("UTU"). The last criterion in the definition of **Eligible Employee** is designed to avoid for these employees a duplication of benefits under this **Plan** and under the National Railway Carriers and United Transportation Union Health and Welfare Plan.

If you are among this small group of train or engine service employees who because of work under a UTU agreement are not eligible for coverage under this **Plan** at the beginning of any Plan Year, you will not become eligible for coverage at any time during that Plan Year even while you work under a BLE agreement. (Each calendar year is a Plan Year.) You may, however, continue to be eligible for coverage under the National Railway Carriers and United Transportation Union Health and Welfare Plan.

Retirees are eligible for life insurance under the **Plan** if they fall within the definition of **Retired Employee** set forth on pages 6 - 7 of this booklet. That definition incorporates requirements applicable to that small group of retirees who, while active employees, worked in train or engine service for **Participating Employers** that also participate in the National Railway Carriers and United Transportation Union Health and Welfare Plan and were represented at times by the BLE and at times by the UTU. These requirements are designed to

avoid for these retirees the duplication of benefits under that plan and under this **Plan**.

Retired Employees who are not eligible for coverage under this **Plan** because of pre-retirement work under a UTU agreement will not hereafter become eligible for such coverage. They may, however, be eligible for coverage under the National Railway Carriers and United Transportation Union Health and Welfare Plan.

You and your beneficiary are not entitled to receive the same benefits under this Plan and under the National Railway Carriers and United Transportation Union Health and Welfare Plan. Accordingly, if your beneficiary receives life insurance benefits under the National Railway Carriers and United Transportation Union Health and Welfare Plan on account of your death, your beneficiary will not be permitted to receive life insurance benefits under this Plan on account of your death. Similarly, if you or your beneficiary receives AD&D insurance benefits under the National Railway Carriers and United Transportation Union Health and Welfare Plan on account of injuries you sustained in an accident, you and your beneficiary will not be permitted to receive AD&D insurance benefits under this Plan for injuries you sustained in the same accident. If your beneficiary receives life insurance benefits under this Plan on account of your death, your beneficiary will be deemed to have waived any right to life insurance benefits under the National Railway Carriers and United Transportation Union Health and Welfare Plan on account of your death. Similarly, if you or your beneficiary receives AD&D insurance benefits under this Plan on account of injuries you sustained in an accident, you and your beneficiary will be deemed to have waived any right to AD&D insurance benefits under the National Railway Carriers and United Transportation Union Health and Welfare Plan for injuries you sustained in the same accident.

II

Definitions

The following terms used in this booklet have the meanings set forth below:

"Another Railroad Health and Welfare Plan" means a health and welfare plan established pursuant to an agreement between a railroad or railroads and a labor organization or labor organizations other than this **Plan** and the National Railway Carriers and United Transportation Union Health and Welfare Plan.

"Eligible Employee" means a person who: (1) is employed by a **Participating Employer**; (2) is covered by a collective bargaining agreement providing for life and accidental death and dismemberment insurance coverage described in this booklet; (3) is a resident of the United States, and (4) with respect to train and engine service employees of a Participating Employer that also participates in the National Railway Carriers and United Transportation Union Health and Welfare Plan, is not an eligible employee under that plan.

Your **Organization** representative or your supervisor can tell you if your position meets the above requirements.

"Former Policy Contract" means:

- a. Group Policy Contract GA-23000 issued by The Travelers Insurance Company; or
- b. Any other policy, the insurance under which was replaced by the insurance under Group Policy Contract GA-23000 issued by The Travelers Insurance Company, and which was defined in Group Policy Contract GA-23000 as a **"Former Policy Contract."**

"Group Policy" means Group Policy No. 1023000-G issued by Metropolitan Life Insurance Company.

"Metropolitan" means the Metropolitan Life Insurance Company. **Metropolitan's** home office is located at One Madison Avenue, New York, New York 10010.

"Participating Employer" means an employer that participates in the **Plan**.

"Participating Railway Labor Organization" or **"Organization"** means a railway labor organization that has entered into one or more collective bargaining agreements with one or more **Participating Employers** providing for participation in this **Plan** by employees represented by the organization.

"Plan" means The Railroad Employees National Health and Welfare Plan.

"Requisite Amount of Compensated Service" means compensated service rendered on an aggregate of at least seven (7) calendar days during a calendar month. This seven-day rule will be applied in accordance with the terms of the collective bargaining agreement providing for it, including any side letter to such agreement dealing with application of the rule.

"Requisite Amount of Vacation Pay" means vacation pay received on an aggregate of at least seven (7) calendar days during a calendar month. This seven-day rule will be applied in accordance with the terms of the collective bargaining agreement providing for it, including any side letter to such agreement dealing with application of the rule.

"Retired Employee" means a person who meets all of the following requirements:

1. He or she retires to receive an age or disability annuity for which he or she is eligible under the Railroad Retirement Act on or before the date his or her life insurance as an **Eligible Employee** under this **Plan** terminates; and
2. He or she applies for the annuity within 24 months after the date his or her life insurance as an **Eligible Employee** under this **Plan** terminates, except that this requirement will not apply to an **Eligible Employee** who dies within the 24-month period; and

3. His or her life insurance as an **Eligible Employee** under this **Plan** terminated on or after the date life insurance for **Retired Employees** first became effective for his or her class under a **Former Policy Contract**; and
4. With respect to a retiree who worked in train or engine service for a Participating Employer who also participates in the National Railway Carriers and United Transportation Union Health and Welfare Plan:
 - a. He or she retired on or before September 1, 1999, and had last worked under a collective bargaining agreement between a **Participating Employer** and the BLE; or
 - b. He or she retired after September 1, 1999, and before January 1, 2000, and who, as of September 1, 1999, last worked under a collective bargaining agreement between a **Participating Employer** and the BLE, or who transferred after September 1, 1999 to a position covered by a collective bargaining agreement between a **Participating Employer** and the BLE, provided that as of that date they had not last worked under a UTU agreement;
 - c. He or she retired on or after January 1, 2000, and was covered under this **Plan** as an **Eligible Employee** for health care benefits and life and AD&D benefits when he or she last worked.

If a **Retired Employee** under age 65 is receiving an annuity and that annuity terminates in accordance with the provisions of the Railroad Retirement Act, he or she will no longer be considered a **Retired Employee** for purposes of life insurance under this **Plan**. If such a person again receives an annuity under the Railroad Retirement Act, that person will again become a **Retired Employee** for purposes of life insurance under the **Plan**. See Section VII(B) concerning termination of coverage for **Retired Employees**.

If a **Retired Employee** returns to compensated service with a **Participating Employer**, he or she will no longer be considered a **Retired Employee** for purposes of life insurance under this **Plan**. See Section VII(B).

III

Effective Date of Coverage

A. Effective Date of Life and AD&D Insurance as an Eligible Employee

If an **Eligible Employee** was covered by a **Former Policy Contract** on December 31, 1995, his or her life insurance and AD&D insurance became effective under the **Group Policy** on January 1, 1996.

If you became an **Eligible Employee** on or after January 1, 1996, you become covered under this **Plan** on the first day of the calendar month after the month in which you first render or receive, in the aggregate, the **Requisite Amount of Compensated Service** or the **Requisite Amount of Vacation Pay**.

An **Eligible Employee** continues to be covered during the month following each month in which he or she renders or receives, in the aggregate, the **Requisite Amount of Compensated Service** or the **Requisite Amount of Vacation Pay**.

B. Effective Date of Life Insurance as a Retired Employee

If a **Retired Employee** was covered as a **Retired Employee** by a **Former Policy Contract** on December 31, 1995, his or her life insurance became effective under the **Group Policy** on January 1, 1996.

If you became or will become a **Retired Employee** on or after January 1, 1996, your life insurance as a **Retired Employee** became effective or will become effective on the date immediately following the date your coverage as an **Eligible Employee** ceased or will cease. (See Section VII.)

AD&D insurance is not available under the **Plan** for **Retired Employees**.

C. Returning Veterans

If you had been an **Eligible Employee**, and if, after completion of service in the armed forces of the United States, you return to compensated service for the same **Participating Employer** and once again become an **Eligible Employee**, your life insurance and AD&D coverage will begin on the date you first render compensated service upon your return.

D. Employees of More Than One Participating Employer

If you are an **Eligible Employee** of more than one **Participating Employer**, you will be eligible for coverage only with the **Participating Employer** for whom you provide the greatest number of hours of compensated service.

IV

Life Insurance Under the Plan

A. Coverage

If you die while you are covered under the **Group Policy, Metropolitan** will pay to your Beneficiary (upon proper and timely proof of claim) the amount of life insurance on your life that is in effect on the date of your death. (See Section I of this booklet.)

B. Amount

The amount of life insurance under the **Plan** is:

For Eligible Employees	\$20,000
(if enhanced benefits apply to you)	
For Eligible Employees	\$10,000
(if enhanced benefits do not apply to you)	
For Retired Employees	\$ 2,000

V

Right to Convert to a Personal Policy of Life Insurance

If your life insurance under the **Plan** as an **Eligible Employee** or as a **Retired Employee** ends (see Section VII of this booklet), you may purchase a personal policy of life insurance (but without AD&D insurance) from **Metropolitan**. You will not have to give **Metropolitan** proof of your good health. You must apply for the policy in writing during the "conversion period," however, and your right to purchase the policy is subject to certain conditions, described in Sections V(B) and V(C) below. To apply for a personal policy, call **Metropolitan**, Monday-Friday from 8 A.M. to 5 P.M. (Eastern time), at this toll-free number:

1-800-310-7770.

Metropolitan will then send you the necessary forms to convert your life insurance under the **Plan** to a personal life insurance policy.

A. Conversion Period

The "conversion period" is the 31-day period after your life insurance as an **Eligible Employee** or as a **Retired Employee**, as the case may be, ends under the **Plan**. If you are an **Eligible Employee** and have been furloughed, suspended or dismissed, or are pregnant, the conversion privilege is extended as follows:

1. If you are placed on furlough at any time after you had rendered compensated service during three calendar months as an **Eligible Employee**, the conversion period is extended during your furlough until the end of the fourth calendar month following the calendar month in which you last rendered compensated service for a **Participating Employer**. If you received vacation pay

before the date on which you were furloughed but in a calendar month subsequent to the calendar month in which you last rendered compensated service, the conversion period extension described above will continue during your furlough until the end of the fourth calendar month following the calendar month in which you received that vacation pay.

2. If you are suspended by a **Participating Employer** at any time after you had completed six months of an employment relationship with that **Participating Employer** and had rendered compensated service during three calendar months as an **Eligible Employee**, the conversion period is extended until the end of the fourth calendar month following the calendar month in which you last rendered compensated service for a **Participating Employer** or received vacation pay.
3. If you are dismissed by a **Participating Employer** at any time after you had completed six months of an employment relationship with that **Participating Employer** and had rendered compensated service during three calendar months as an **Eligible Employee**, the conversion period is extended until the end of the fourth calendar month following the calendar month in which you last rendered compensated service for a **Participating Employer**. If you received vacation pay before the date on which you are dismissed but in a calendar month subsequent to the calendar month in which you last rendered compensated service, the conversion period extension described above will continue until the end of the fourth calendar month following the calendar month in which you received that vacation pay.
4. If you cease to render compensated service for a **Participating Employer** as a result of your pregnancy, the conversion period is extended until the end of the fifth calendar month following the calendar month in which you last rendered compensated service for a **Participating Employer**.

B. Conditions

The personal policy will be issued to you subject to all of these conditions:

1. It will be on one of the forms then usually issued by **Metropolitan**, except term insurance.
2. It will not take effect until after the conversion period ends.
3. The premium for the policy will be based on:
 - a. the class of risk to which you belong;
 - b. your age on the effective date of the policy; and
 - c. the form and amount of the policy.
4. The amount of the policy will not be more than the amount of your life insurance under the **Plan** on the date that insurance ends. You may purchase a lesser amount.
5. If you change your job but continue to work for your **Participating Employer**, and in your new job you are not within a class of employees covered by the **Plan**, the maximum amount of your personal policy will be the amount of your life insurance under the **Plan** on the date that insurance ends, less any amount of group life insurance for which you are (or may become) eligible within 31 days after your life insurance under the **Plan** ends.
6. If you become a **Retired Employee**, the maximum amount of your personal policy will be the amount of your life insurance under the **Plan** as an **Eligible Employee** on the date that insurance ends, less the amount of your life insurance under the **Plan** as a **Retired Employee**.
7. You will not have the right to purchase a personal policy of life insurance as described in this Section V if the **Group Policy** is discontinued or is changed to end life insurance coverage for employees of your **Participating Employer** or for the class of employees to which you belong unless you were covered by the **Plan** for at least two years. If you satisfy that requirement, the amount of your personal policy will not be more than the lesser of:
 - a. the amount of your life insurance under the **Group Policy** on the date that insurance ends, less any

amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your life insurance under the **Group Policy** ends; and

b. \$2,000.

8. If you have previously converted life insurance coverage under the **Plan**, the amount of the personal policy of life insurance you are eligible to purchase will be reduced by the amount you converted before.

C. If You Die During the Conversion Period

If you die during the conversion period, **Metropolitan** will pay a death benefit to your Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to Section V(B) for which a personal policy could have been issued to you. This death benefit will be paid even if you did not apply for a personal policy.

VI

Accidental Death and Dismemberment Insurance Under the Plan

A. Coverage

Metropolitan will pay Accidental Death and Dismemberment benefits for a covered loss shown in Section VI(B) if:

1. you are injured in an accident which occurs while you are covered by AD&D insurance;
2. the accident is the sole cause of the covered loss; and
3. the covered loss occurs no more than 90 days after the date of that accident.

B. Table of Covered Losses and Benefit Amounts

Covered Losses (Subject to Exclusions)	Benefit Amounts
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If enhanced benefits apply to you:

Life	\$16,000
A hand	\$8,000
A foot	\$8,000
Sight of an eye.....	\$8,000
Loss of more than one of the above in any one accident.....	\$16,000

If enhanced benefits do not apply to you:

Life	\$8,000
A hand	\$4,000
A foot	\$4,000
Sight of an eye.....	\$4,000
Loss of more than one of the above in any one accident.....	\$8,000

Loss of sight of an eye means that the eye is entirely blind and that no sight can be restored in that eye.

Loss of a hand means that all of the hand is cut off at or above the wrist.

Loss of a foot means that all of the foot is cut off at or above the ankle.

C. Maximum Benefit for All Covered Losses in Each Accident

Not more than \$16,000 (\$8,000 if enhanced benefits do not apply to you) will be paid for all covered losses caused by all injuries which you sustain in one accident.

No ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE is provided under the **Plan** to **Retired Employees**.

D. Exclusions

Metropolitan will not pay for any covered loss shown in Section VI(B) if it is caused or contributed to by:

1. disease, including physical or mental illness, or treatment for the illness; or
2. an infection, unless it is caused by a wound that was sustained in an accident; or
3. suicide or attempted suicide; or
4. a war, or international armed conflict.

E. Payment of Benefits

Accidental Death and Dismemberment benefits will be paid:

1. to your Beneficiary for the loss of your life; and
2. to you for any other covered loss sustained by you, provided you are living at the time of payment, otherwise to your Beneficiary.

VII

When Coverage Ends

A. Date On Which Life and AD&D Insurance Under the Plan Will Terminate for Eligible Employees

Your AD&D insurance, and your life insurance as an **Eligible Employee**, under the **Plan** will end on the earliest of:

1. Subject to any applicable conditions set forth in Section VIII of this booklet, the last day of the calendar month following the calendar month in which you last: (a) rendered the **Requisite Amount of Compensated Service** for a **Participating Employer**; or (b) received the **Requisite Amount of Vacation Pay**.
2. Subject to any applicable conditions set forth in Section VIII of this booklet, the date your employment ends for reasons other than retirement, such as resignation.
3. The date your **Participating Employer** or the **Organization** representing you ceases to participate in the **Plan**.
4. The date the class of employees to which you belong (or belonged, while you were an active **Eligible Employee**) is no longer included under the **Plan**.
5. The date you become covered under **Another Railroad Health and Welfare Plan** after your coverage under this **Plan** began.

Please note that your life insurance and AD&D benefits under the **Plan** may, in certain circumstances, continue past the dates set forth in Paragraphs (1) and (2) above. See Section VIII of this booklet.

B. Date On Which Life Insurance Under the Plan Will Terminate for Retired Employees

Your life insurance as a **Retired Employee** will end as follows:

1. All benefits will end for a **Retired Employee** if: (1) he or she is under age 65 and receiving an annuity, and (2) that annuity terminates in accordance with the provisions of the Railroad Retirement Act. In that case, he or she will no longer be considered a **Retired Employee** for purposes of life insurance under the **Plan**, and his or her life insurance as a **Retired Employee** will terminate at the end of the calendar month in which his or her annuity terminates. If he or she again receives an annuity under the Railroad Retirement Act, he or she will again become a **Retired Employee** for purposes of life insurance under the **Plan**.
2. If a **Retired Employee** returns to compensated service with a **Participating Employer**, his or her life insurance as a **Retired Employee** will end at the end of the calendar month in which he or she returns to compensated service.
3. If a **Retired Employee's** former **Participating Employer** or the **Participating Railway Labor Organization** stops participating in the **Plan**, or if the class of employees to which he or she belonged while in active service ceases to be covered by the **Plan**, his or her life insurance coverage will end on the date such participation stops, unless his or her **Participating Employer** has made special arrangements with **Metropolitan** and the Policyholder for such coverage to continue. Please contact **Metropolitan** if you are a **Retired Employee** and you would like more information about your coverage.
4. The date you become covered for life insurance under **Another Railroad Health and Welfare Plan** after you became covered under this **Plan**.

C. Effect of Termination of Coverage

Termination of your coverage will not affect a claim which you incurred before your coverage ended.

VIII

Conditions Under Which Active Employment Is Deemed To Continue

As noted in Section VII(A)(1) and (2) of this booklet, your life and AD&D insurance coverage as an **Eligible Employee** generally will end on the last day of the calendar month following the calendar month in which you last rendered the **Requisite Amount of Compensated Service** for a **Participating Employer** (unless one of the events listed in Sections VII(A)(3)-(5) occurs earlier). This Section VIII, however, sets forth the special rules on continuation of coverage for persons who temporarily or permanently cease rendering compensated service due to pregnancy, dismissal, suspension, furlough, disability, retirement, family and medical leave, and under compensation maintenance agreements. These rules apply only for purposes of determining when your coverage ends for purposes of Sections VII(A)(1) and (2). They do not supersede the rules set forth in Section VII(A)(3) through (5).

A. Pregnancy

If you are an **Eligible Employee** and cease to render compensated service for a **Participating Employer** as a result of your pregnancy, you will continue to be covered under the **Group Policy** as follows:

1. With respect to life insurance, you will be covered until the end of the calendar month following the calendar month in which you last rendered compensated service.
2. With respect to AD&D insurance, you will be covered until the end of the fifth calendar month following the calendar month in which you last rendered compensated service.

If you return to work as an **Eligible Employee** before your coverage ends, you will continue to be covered during the calendar month in which you again render compensated service.

If you return to work as an **Eligible Employee** after coverage ends, you will not be covered again until the calendar month following the calendar month in which you again render the **Requisite Amount of Compensated Service**.

Receipt of vacation pay will not extend your coverage beyond the dates set forth above.

If you cease to render compensated service by reason of disability resulting from your pregnancy, please refer to Section VIII(D) on Disability.

B. Dismissal or Suspension

If you are an **Eligible Employee** and are suspended or dismissed by a **Participating Employer**; and:

1. you have had an employment relationship with your **Participating Employer** for at least six months, and
2. you have rendered compensated service during three calendar months as an **Eligible Employee** under this **Plan** or as an employee eligible for coverage under the National Railway Carriers and United Transportation Union Health and Welfare Plan,

you will continue to be covered under the **Group Policy** as follows:

- a. With respect to life insurance, you will be covered during your suspension or after your dismissal until the end of the calendar month following the calendar month in which you last rendered compensated service, or if you have been suspended, the calendar month in which you last received vacation pay, if later.
- b. With respect to AD&D insurance, you will be covered during your suspension or after your dismissal until the end of the fourth calendar month following the calendar month in which you last rendered compensated service, or if you have been

suspended, the calendar month in which you last received vacation pay, if later.

If you received vacation pay before the date on which you are dismissed but in a calendar month subsequent to the calendar month in which you last rendered compensated service, the continued coverage described above applicable to dismissed employees will be measured from the calendar month in which you received that vacation pay.

If you return to work as an **Eligible Employee** before your coverage ends, you will continue to be covered during the calendar month in which you again render compensated service.

If you return to work as an **Eligible Employee** after your coverage ends, you will not be covered again until the calendar month following the calendar month in which you again render the **Requisite Amount of Compensated Service**.

If you are awarded full back pay for all time lost as a result of your suspension or dismissal, your coverage will be provided as if you had not been suspended or dismissed in the first place.

If you become disabled before your coverage ends, please refer to Section VIII(D) on Disability.

C. Furlough

If you are an **Eligible Employee** and are placed on furlough and if you rendered compensated service during three calendar months as an **Eligible Employee** under this **Plan** or as an employee eligible for coverage under the National Railway Carriers and United Transportation Union Health and Welfare Plan prior to being furloughed, you will continue to be covered under the **Group Policy** as follows:

1. With respect to life insurance, you will be covered during your furlough until the end of the calendar month following the calendar month in which you last rendered compensated service.
2. With respect to AD&D insurance, you will be covered during your furlough until the end of the fourth calendar

month following the calendar month in which you last rendered compensated service.

If you received vacation pay before the date on which you are furloughed but in a calendar month subsequent to the calendar month in which you last rendered compensated service, the continued coverage described above will be measured from the calendar month in which you receive that vacation pay.

If you return to work as an **Eligible Employee** before your coverage ends, you will continue to be covered during the calendar month in which you again render compensated service.

If you return to work as an **Eligible Employee** after your coverage ends, you will not be covered again until the calendar month following the calendar month in which you again render the **Requisite Amount of Compensated Service**.

If you become disabled before your coverage ends, please refer to the Section VIII(D) on Disability.

D. Disability

If you are an **Eligible Employee** and cease to render compensated service for a **Participating Employer** solely as a result of disability, including disability due to your pregnancy, or if you become disabled by reason of pregnancy or otherwise before your coverage as a furloughed, suspended or dismissed employee ends, you will be covered under the **Group Policy** until the end of the calendar year next following the calendar year in which you last rendered compensated service, provided you remain continuously disabled and your disability is the only reason you cannot perform work in your regular occupation.

Metropolitan may require proof of your disability.

If you received vacation pay before the date on which you relinquished your employment rights for any reason but in a year subsequent to the year in which you last rendered compensated service, the continued coverage described above will be measured from the year in which you received that vacation pay.

Your coverage will end when your disability ends, unless you return to compensated service.

Please note that regardless of your disability, your coverage will end if your employment relationship terminates for any reason other than retirement.

E. Retirement

If you are an **Eligible Employee** and retire from service with a **Participating Employer**, you will continue to be covered as an **Eligible Employee** under the **Group Policy** until the end of the calendar month following the calendar month in which you last rendered compensated service.

If you received vacation pay before the date you relinquish your employment rights to retire, but in a calendar month subsequent to the calendar month in which you last rendered compensated service, the continued coverage described above will be measured from the calendar month in which you received that vacation pay.

Please note that you may continue to be covered for life insurance under the **Plan** as a **Retired Employee**, as described in Section III(B) of this booklet.

F. Eligible Employees Taking Family or Medical Leave Pursuant to the Family and Medical Leave Act of 1993

Solely for purposes of determining whether your life and AD&D insurance coverage under the **Plan** will continue while you are taking a period of family or medical leave authorized and provided for under the Family and Medical Leave Act ("FMLA") enacted by Congress in 1993, such period of authorized leave will be treated as if it were a period during which you rendered compensated service, unless your **Participating Employer** has made arrangements with the **Plan** not to continue life insurance and AD&D coverage during such period. FMLA leave will not be treated as compensated service, however: (i) for purposes of measuring any continued coverage described elsewhere in Section VIII of this booklet or (ii) for any purpose whatsoever if you are not covered for life and AD&D insurance under the **Plan** immediately prior to the beginning of the FMLA leave.

If you do not return to compensated service at the end of any period of family or medical leave, you will ordinarily be responsible for reimbursing your **Participating Employer** for its cost of continuing, during the period of leave, any insurance that was continued during your leave.

Contact your **Participating Employer** for more information about family or medical leave under the FMLA.

G. Employees Under Compensation Maintenance Agreements, etc.

Your life insurance and AD&D insurance coverage will continue for as long as your **Participating Employer** is obligated to provide continued life and AD&D insurance of the kind provided under the **Group Policy** because of an agreement, statute, or order of a regulatory authority, but only if your **Participating Employer** makes a payment for you as if you had rendered the **Requisite Amount of Compensated Service** and you have not relinquished your employment rights.

IX

Beneficiary

A. Your Beneficiary

Your "Beneficiary" is the person or persons you choose to receive any benefit payable under the life insurance and/or AD&D insurance portions of the **Plan** because of your death.

B. Designation of Beneficiary

In order to designate your Beneficiary you must complete **Metropolitan's** Beneficiary Designation form and send it to:

Metropolitan Life Insurance Company
P.O. Box 6129
Utica, New York 13504

There is a blank form in the center of this booklet. Additional blank forms are available by calling **Metropolitan** at this toll-free number: 1-800-310-7770. If no form is available when you wish to designate your Beneficiary, you may write out your designation, and send it to **Metropolitan** at the address shown above. It should include your name, address, social security number, **Participating Employer** and the **Participating Railway Labor Organization** that represents you, as well as your Beneficiary's name, address and relationship to you. It should be signed and dated by you and witnessed by someone other than your Beneficiary.

You may change your Beneficiary at any time by sending a new Beneficiary Designation form to **Metropolitan** at the address shown above. You do not need the consent of your beneficiary to make a change, unless you have chosen to designate an irrevocable beneficiary. The change of Beneficiary will take effect as of the date you sign the new form, even if you are not alive when **Metropolitan** receives it. However, if you die, and **Metropolitan** makes payment to someone other than the person or persons designated on the new Beneficiary form before **Metropolitan** receives the new Beneficiary form, **Metropolitan** will not be liable to make a

duplicate payment to the person or persons designated on your new form.

Any designation of Beneficiary in the possession of **Metropolitan** when a claim for life insurance (under the life insurance or AD&D insurance portions of the **Plan**) is payable under the **Plan** shall be considered valid, subject to the change of Beneficiary rules described above. If you had designated a Beneficiary under a **Former Policy Contract** prior to the effective date of the **Group Policy**, that designation will be your Beneficiary designation for the **Group Policy**, subject to the change of Beneficiary rules described above.

C. More Than One Beneficiary

If you designate more than one person as your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

D. Death of a Beneficiary

A person's rights as a Beneficiary end if:

1. that person dies before your death occurs; or
2. that person dies at the same time your death occurs; or
3. that person dies within 24 hours after your death.

The share for that person will be divided equally among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

E. No Designated Beneficiary at Your Death

If there is no designated Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to:

1. your surviving spouse, if any; or
2. your surviving children, if there is no surviving spouse; or
3. your estate, if there are no surviving children.

For purposes of this provision, children only include your natural children and legally adopted children.

X

Review of Claims

A. How to File a Claim for Life Insurance or Accidental Death and Dismemberment Benefits

1. Obtain a life insurance claim form or an AD&D (accidental death and dismemberment insurance) claim form from **Metropolitan** by calling this toll-free number: 1-800-310-7770, Monday-Friday from 8 A.M. to 5 P.M. (Eastern time).
2. Follow the instructions for completing the form and mail it and a certified copy of the death certificate, if applicable, to:

Metropolitan Life Insurance Company
P.O. Box 6122
Utica, New York 13504

B. Proof of Loss

If accidental death and dismemberment benefits are claimed, **Metropolitan**, at its expense, has, in the case of death, the right to have an autopsy made where it is not against the law.

Proof must be furnished no later than 90 days after any loss for which a claim is made under the **Group Policy**. If it is not reasonably possible to furnish the proof in this time, it must be furnished at the earliest reasonably possible date.

Metropolitan has the right to have you examined, at **Metropolitan's** expense, by doctors of its choice when and as often as **Metropolitan** reasonably chooses, while a claim is pending.

Please note that no agent has the authority to waive the required notice of a claim; nor to extend the time within which a notice must be given to **Metropolitan**.

C. Your Right to Appeal If Your Claim Is Denied In Whole or In Part

Informal Claim Review

If your claim for life insurance or AD&D benefits is denied in whole or in part, **Metropolitan** will send you a Notice of Claim Denial. The Notice of Claim Denial will:

- a. set forth the specific reasons for the denial, references to pertinent **Plan** provisions, a description of any additional material or information you will need to submit in order to request review of the denial, an explanation of why the additional material or information is necessary, and a description of the **Plan's** review procedures and applicable time limits, including a statement about your rights to bring further action following the denial of a claim;
- b. be sent to you within ninety (90) days after **Metropolitan** receives your claim, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, **Metropolitan** will furnish written notice of the extension to you prior to the end of the 90-day period that begins when **Metropolitan** receives your claim. In no event shall such extension exceed a period of ninety (90) days from the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the final decision on your claim is expected to be rendered.

If you do not agree with a claim denial, you may request that an informal review of your claim be made by **Metropolitan**. The Notice of Claim Denial will set forth the name, address and telephone number of the office that will conduct the informal review if you request that such a review be made.

Formal Appeals of Claim Denials

If you are not satisfied with the informal review of your claim denial, you may make a formal written appeal to

Metropolitan. The office that handled the informal review of your claim denial will tell you how to make the formal appeal and the name and address of the office to which the formal appeal should be sent.

All formal appeals must be initiated by a written request for a formal appeal. This request must be submitted within sixty (60) days after you receive notification from **Metropolitan** of the results of the informal review of your claim. If you do not seek informal review within 60 days after your claim was denied, your request for a formal appeal must be submitted within sixty (60) days after you received the notice that your claim was denied.

You may submit additional information with your written request for formal appeal. You may also submit issues and comments in writing. **Metropolitan** will consider any information submitted in connection with an appeal, including information that was not submitted or considered in connection with an initial claim or with an informal review. You may have a duly authorized representative represent you in your appeal. You may also request and receive, at no charge, copies of all documents and records in **Metropolitan's** possession that are relevant to your claim.

A decision will be made upon your formal appeal within sixty (60) days of receipt of your written request for the appeal, unless special circumstances require an extension of time for processing the claim. If such an extension is required, **Metropolitan** will furnish written notice of the extension prior to the end of the 60-day period that begins when **Metropolitan** receives your claim. In no event shall such extension exceed a period of sixty (60) days from the end of the initial 60-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the final decision on your claim is expected. You will be notified of the decision in writing or electronically. The notice will specify the reasons for the decision and the **Plan** provisions on which the decision is based, and will be written in a manner calculated to be understood by you. The notice will also include a statement that you are able to receive, upon request and at no charge to you, reasonable access to and copies of documents and information relevant to your claim for benefits. The notice will also include a description of your right to bring an action under ERISA

Section 502(a). The decision will be final except that you may appeal that decision to a court (see below).

D. Actions

You may not sue on your claim before 60 days after proof of loss has been furnished to the **Plan** or to **Metropolitan** with respect to the Life Insurance Benefit and the Accidental Death and Dismemberment Benefits, or more than three years from the time proof of claim is required.

If the applicable law requires that you have more time to bring suit, you will have the time allowed by that law.

E. Claims by Beneficiaries

For purposes of this Section X, the term "you" includes your Beneficiary.

XI

Future of the Plan

The right is reserved in the **Plan** for the Plan Administrator to amend or modify the **Plan** in whole or in part at any time.

A **Participating Employer** or a **Participating Railway Labor Organization** has the right to terminate its participation in the **Plan** at any time by delivering to the Plan Administrator a written notice of such termination, except as such right may be limited by obligations undertaken by the **Participating Employer** or the **Participating Railway Labor Organization** in collective bargaining agreements.

In the event of termination of the **Plan**, the assets of the **Plan** will be used towards payment of obligations of the **Plan** and any remaining surplus will be distributed in the manner determined by the Plan Administrator to best effectuate the purposes of the **Plan** in accordance with the applicable regulations under ERISA.

The **Plan** will terminate as to a **Participating Employer** effective as of the first day of the second calendar month beginning after the calendar month during which the **Participating Employer** failed to pay in full all amounts required by the **Plan** to be paid, provided such amounts are not paid within twenty (20) days from the date notice of termination was transmitted to the **Participating Employer** from the Plan Administrator or its designee.

XII

ERISA Information

- Name of the **Plan**
The Railroad Employees National Health and Welfare Plan
- Plan Administrator
National Carriers' Conference Committee
1901 L Street, N.W., Suite 500
Washington, D.C. 20036
Telephone: (202) 862-7200

jointly with

Health and Welfare Committee,
Cooperating Railway Labor Organizations
3 Research Place
Rockville, MD 20850
Telephone: (301) 840-8747

The Plan Administrator has authority to control and manage the operation and administration of the **Plan**.

The **Plan** was established and is maintained pursuant to collective bargaining agreements between the nation's railroads and railway labor organizations. The railroads and the organizations are represented in connection with the establishment and maintenance of the **Plan** by the National Carriers' Conference Committee and by the Health and Welfare Committee, Cooperating Railway Labor Organization, respectively. The two Committees administer the **Plan**. When acting as Plan Administrator, the Committees form a single Committee, called the Joint Plan Committee. The Joint Plan Committee are the Trustees of the **Plan** for purposes of holding the **Group Policy**.

- Plan Sponsors

You may obtain a complete list of the railroads and of the railway labor organizations that sponsor the **Plan**. You may also obtain a copy of any collective bargaining agreement pursuant to which the **Plan** was established or is maintained. If you wish to obtain such a list or a copy of any such collective bargaining agreement, you may make a request in writing addressed to either the National Carriers' Conference Committee or the Health and Welfare Committee, Cooperating Railway Labor Organizations. A reasonable charge may be made for the list or copy of an agreement that you request.

The list of sponsoring railroads and labor organizations and of the collective bargaining agreements will also be made available for examination upon your written request at the office of the National Carriers' Conference Committee, at the office of the Health and Welfare Committee, Cooperating Railway Labor Organizations, at the headquarters office of the labor organization that represents you, at each **Participating Employer** establishment in which at least 50 employees covered by the **Plan** customarily work, and at the meeting hall or office of each union local in which there are at least 50 members covered by the **Plan**.

You may receive, without charge, from the Plan Administrator, upon written request to either address, information as to whether a particular railroad (or other employer) is a sponsor of the **Plan**, as to whether a particular labor organization is either a sponsor or a **Participating Railway Labor Organization** (and if so, its or their addresses), and as to whether such railroad is a **Participating Employer** with respect to one or more groups of its employees who are represented by such **Organization**. However, the Plan Administrator cannot inform you whether you as an individual employee are covered as a participant, because that information is subject to schedule agreements between the railroads respective **Participating Employers** and **Organizations**, to which the Plan Administrator is not a party and as to which it is not informed.

- Employer Identification Number: 52-1118310

- Plan Number (PN): 501

- Type of Administration and Funding

The **Plan** is administered directly by the Plan Administrator. The **Plan's** life insurance benefits and accidental death and dismemberment insurance benefits are provided through **Group Policy** No. 1023000-G issued by **Metropolitan**.

- Agent for Service of Legal Process

For disputes arising under the **Plan**, service of legal process may be made upon the Plan Administrator at the above address. For disputes arising under the portion of the **Plan** that provides life insurance and accidental death and dismemberment insurance benefits, service of legal process may also be made upon **Metropolitan** at its home office or one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside. Service of legal process may also be made upon the Trustee of the **Plan**.

- Trustee of the Plan

SunTrust Bank
919 East Main Street; 7th Floor
Richmond, VA 23919
Telephone: (804) 782-7787

- Contributions and Dividends

All contributions to the **Plan** are made by the **Participating Employers**.

- Plan Year

The **Plan's** fiscal records are kept on a plan year basis beginning each January 1 and ending on the following December 31.

- Discretionary Authority of Plan Fiduciaries

In carrying out their responsibilities under the **Plan**, the Plan Administrator and all other **Plan** fiduciaries (including **Metropolitan**) shall have discretionary authority to interpret the terms of the **Plan** and to

determine eligibility for and entitlement to benefits in accordance with the terms of the **Plan**. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

XIII

Statement of ERISA Rights

(Required by Federal Law and Regulation)

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

Receive Information About Your Plan and Benefits

You may examine without charge, at the Plan Administrator's office and at other locations, such as work sites and union halls, all **Plan** documents, including insurance agreements with **Metropolitan**, the collective bargaining agreements under which the **Plan** was established and is maintained, and copies of the latest annual report (Form 5500 Series) filed by the **Plan** with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

You may obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the **Plan**, including the insurance agreements with **Metropolitan**, and collective bargaining agreements under which the **Plan** was established and is maintained, copies of the latest annual report (Form 5500 Series), and an updated summary plan description. The Administrator may make a reasonable charge for the copies.

You are entitled to receive a summary of the **Plan's** annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for **Plan** participants, ERISA imposes duties upon the persons who are responsible for the operation of the employee benefit plan.

The people who operate your **Plan**, called "fiduciaries" of the **Plan**, have a duty to do so prudently and in the interest of you and other **Plan** participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a **Plan** benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a **Plan** 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.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the **Plan** and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may pursue the remedies outlined in this booklet and then seek review of any decision in a state or federal court. If it should happen that **Plan** fiduciaries misuse the **Plan's** money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your **Plan**, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.