LIFE INSURANCE BENEFITS
FOR U.S. EMPLOYEES AND RETIREES

And

ACCIDENTAL DEATH and
DISMEMBERMENT INSURANCE
BENEFITS
FOR U.S. EMPLOYEES

Under the

NATIONAL RAILWAY CARRIERS
and UNITED TRANSPORTATION UNION
(NRC/UTU)
HEALTH and WELFARE PLAN

July 1, 2017
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Introduction

This booklet describes the life insurance and accidental death and dismemberment ("AD&D") insurance benefits that are available to U.S. employees and the life insurance benefit that is available to retirees under the National Railway Carriers and United Transportation Union (NRC/UTU) 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 NRC/UTU Health and Welfare Plan which – which we refer to in this booklet as the "Plan" – also provides health benefits. Those benefits, as well as other information related to your participation in the Plan (such as employee contributions), are described in a separate booklet.

The Plan is maintained pursuant to collective bargaining agreements between the SMART – Transportation Division and contain freight railroads.

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 June 1, 2017.

For information about Plan benefits or how to file a claim, call MetLife toll-free at 1-800-310-7770, Monday through Friday from 8 A.M. to 5 P.M. (Eastern time). When you call MetLife, please refer to the Plan as the NRC/UTU Plan and not by the name of your employer.
Schedule of Benefits

The life insurance and AD&D insurance benefits under the Plan are provided through Group Policy No. 105147-G issued to the Plan by Metropolitan Life Insurance Company ("MetLife"). The Group Policy provides the following benefits, subject to the remaining provisions of this booklet.

**BENEFITS FOR ELIGIBLE EMPLOYEES**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life Insurance</td>
<td>$20,000</td>
</tr>
<tr>
<td>Accidental Death and Dismemberment Insurance</td>
<td>Up to $16,000</td>
</tr>
</tbody>
</table>

Only your Life insurance benefits will be reduced if Accelerated Benefits are paid. See ACCELERATED BENEFITS OPTION on page 11 for more information on this benefit.

**BENEFITS FOR RETIRED EMPLOYEES**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life Insurance</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

**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 MetLife, 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 AD&D insurance provided under the Plan does not at any time provide paid-up insurance, or loan or cash values. Nor may you assign your insurance benefits to anyone else.

**Accelerated Benefits Option**

Eligible Employees covered for $20,000 of life insurance can receive a portion (up to 50%) of their life insurance benefit before death if they have been diagnosed as terminally ill with no longer than 12 months to live and other requirements are satisfied. See pages 11 - 12 of this booklet for details.
Life and AD&D Insurance Under The Former Policy Contract

Group Policy No. 105147-G issued by MetLife became effective on January 1, 2002. Eligible Employees and retirees who are covered under this Plan and who were eligible for benefits prior to January 1, 2002 were covered under a different policy issued by Minnesota Life Insurance Company.

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 Railroad Employees National Health & Welfare Plan (the “National Plan”) may be represented at times by the Brotherhood of Locomotive Engineers and Trainmen ("BLET") and at other times by the SMART – Transportation Division. 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 Plan.

If you are among this small group of train or engine service employees who because of work under a BLET 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 SMART – Transportation Division agreement. (Each calendar year is a Plan year.) You may, however, continue to be eligible for coverage under the National Plan.

Retirees are eligible for life insurance under the Plan if they fall within the definition of Retired Employee set forth on pages 7 - 8 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 Plan and were represented at times by the BLET and at times by SMART – Transportation Division. 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 BLET agreement will not hereafter become eligible for such coverage. They may, however, be eligible for coverage under the National Plan.

For Retired Employees, eligibility for coverage under the MetLife policy will be January 1, 2002, if you were already retired as of that date.

If you become a Retired Employee on or after January 1, 2002, your life insurance as a Retired Employee will become effective on the date immediately following the date your coverage as an Eligible Employee ceases.

You and your beneficiary are not entitled to receive the benefits under this Plan and under the National Plan.

Accordingly, if your beneficiary receives life insurance benefits under the National 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 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 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 Plan for injuries you sustained in the same accident.
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 agreement between a railroad or railroads and a labor organization or labor organizations other than this Plan and the National Plan.

“Doctor” means a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor if:

1. There is a law which applies to this Plan and that law requires that any service performed by such a practitioner must be considered for benefits on the same basis as if the service were performed by a Doctor; and
2. the service performed by the practitioner is within the scope of his or her license.

"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 AD&D 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 Plan, is not an eligible employee under that plan. If you are an Eligible Employee of more than one Participating Employer, you are not entitled to receive multiple benefits under the Plan.

If you are an Eligible Employee of more than one Participating Employer, you are not entitled to receive multiple benefits under the Plan.

"Former Policy Contract" means:

a. Group Policy Contract 29415-G issued by Minnesota Life Insurance Company to the National Railway
Carriers and United Transportation Union Health and Welfare Plan; or

b. Group Policy Contract 1023000-G issued by MetLife to The Railroad Employees National Health and Welfare Plan; or

c. Any other policy issued to The Railroad Employees National Health and Welfare Plan, the insurance under which was replaced by the insurance under Group Policy Contract 1023000-G issued by MetLife, and which was defined in Group Policy Contract 1023000-G as a "Former Policy Contract."

"Group Policy" means Group Policy No. 105147-G issued by MetLife to the Policyholder for benefits under this Plan.

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

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

"Plan" means the National Railway Carriers and United Transportation Union (NRC/UTU) 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 if you are covered under the Plan pursuant to a collective bargaining agreement that provides for the “seven-day” rule; otherwise compensated service rendered on at least one (1) day during the month. Where the “seven-day” rule governs, it 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 if you are covered under the Plan pursuant to a collective bargaining agreement that provides for the “seven-day” rule; otherwise vacation pay received for at least one (1) day during the month. Where the “seven-day” rule governs, it 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 or under the National Plan terminates; and

2. He or she applies for the annuity within 24 months (for an annuity based on age and service) or within 4 years (for an annuity based on disability) after the date his or her life insurance as an Eligible Employee under this Plan or under the National Plan terminates, except that this requirement will not apply to an Eligible Employee who dies within the applicable time; and

3. His or her life insurance as an Eligible Employee under this Plan or under the National 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. His or her previous employer is still a Participating Employer in the Plan; and

5. 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 SMART – Transportation Division; 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 SMART – Transportation Division, or who transferred after September 1, 1999 to a position covered by a collective bargaining agreement between a Participating Employer and SMART – Transportation Division, provided that as of that date they had not last worked under a BLET 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** or with any employer who participates in the National Plan, 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 you are an Eligible Employee as of December 31, 2001, and therefore were covered under the Minnesota Life Former Policy Contract as of that date, your life insurance becomes effective under the Group Policy on January 1, 2002.

If you are an Eligible Employee who was not covered as an employee under the Minnesota Life Former Policy Contract as of December 31, 2001, 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 you were a Retired Employee as of December 31, 2001, and therefore were covered under the Minnesota Life Former Policy Contract on that date, your life insurance as a Retired Employee under the MetLife policy becomes effective under this Plan as of January 1, 2002.

If you are an Eligible Employee on or after January 1, 2002 and then become a Retired Employee, your life insurance as a Retired Employee will become effective on the date
immediately following the date your coverage as an **Eligible Employee** ceases. (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 only be eligible for coverage 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, MetLife 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

For Retired Employees ........................................ $ 2,000

C. Accelerated Benefits Option

An Eligible Employee covered for $20,000 in life insurance benefits under the Plan can receive a portion (up to 50%) of his or her life insurance benefit before death, if he or she meets the following requirements:

1. the Eligible Employee’s lifespan is drastically limited;

2. the Eligible Employee is expected to die within 12 months; and

3. the Eligible Employee is not expected to recover.

MetLife requires proof of an Eligible Employee’s illness to determine whether an Eligible Employee satisfies the requirements for this benefit, including certification from a Doctor. You should submit this with your application. Any delay in submitting the proof requested by MetLife will not cause a claim for accelerated benefits to be denied as long as the proof is submitted as soon as reasonably possible and as long as the employee in question is still an Eligible Employee with life insurance coverage under the Plan.
MetLife has the right to conduct an independent medical review of the medical condition in question if a request for accelerated benefits is made.

Accelerated benefits may only be paid once to the same Eligible Employee.

Accelerated benefits are not available to Eligible Employees covered for less than $20,000 in life insurance benefits under the Plan or to Retired Employees under the Plan.

If you are an Eligible Employee covered for $20,000 of life insurance benefits under the Plan and you have been diagnosed with a terminal illness, you can obtain more information about accelerated benefits by contacting MetLife at 1-800-310-7770.

If MetLife approves your request for accelerated benefits, the benefits will be paid directly to you. The total amount of your life insurance benefit under the Plan available upon your death will be reduced by the amount of accelerated benefits paid to you (the amount of your life insurance benefit available to convert to a personal life insurance policy pursuant to Section V will also be reduced). For example, if MetLife pays you $10,000 in accelerated benefits before your death, your life insurance benefit payable after your death will be reduced to $10,000. If you then die while you are covered as an Eligible Employee under the Group Policy, MetLife will pay the remaining $10,000 of your life insurance benefit to your Beneficiary as defined in Section IX (upon proper and timely proof of claim). Alternatively, if MetLife pays you $10,000 in accelerated benefits and your life insurance coverage under the Plan ends before your death, the amount of your life insurance benefits available to convert to a personal insurance policy pursuant to Section V will be $10,000.
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 MetLife. You will not have to give MetLife proof of your good health. You must request a conversion letter during the "conversion period," and your right to purchase the policy is subject to certain conditions, described in Sections V(B) and V(C) below. To request a conversion letter that provides instructions on how to apply for a personal life insurance policy, call MetLife, Monday-Friday from 8 A.M. to 5 P.M. (Eastern time), at 1-800-310-7770.

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 MetLife, 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 $2,000 or 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.

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, MetLife 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. Notice of death must be provided to MetLife in order for a death benefit to be paid.
VI
Accidental Death And
Dismemberment
Insurance Under The Plan

A. Coverage

MetLife will pay AD&D 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

<table>
<thead>
<tr>
<th>Covered Losses</th>
<th>Benefit Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life ...................................................................</td>
<td>$16,000</td>
</tr>
<tr>
<td>A hand ..................................................................</td>
<td>$8,000</td>
</tr>
<tr>
<td>A foot ..................................................................</td>
<td>$8,000</td>
</tr>
<tr>
<td>Sight of an eye .............................................</td>
<td>$8,000</td>
</tr>
<tr>
<td>Loss of more than one of the above in any one accident</td>
<td>$16,000</td>
</tr>
</tbody>
</table>

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 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

MetLife 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 warlike action in time of peace.

E. Payment of Benefits

AD&D 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 SMART – Transportation Division 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, or with a Participating Employer in the National Plan, 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 SMART – Transportation Division 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 MetLife and the policyholder for such coverage to continue. Please contact MetLife if you are a Retired Employee and you would like more information about your coverage.

4. The date you become covered 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 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 placed on furlough and if you rendered compensated service during three calendar months as an Eligible Employee under this Plan or under the National 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.

MetLife 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 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 FMLA 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 MetLife's Beneficiary Designation/Change Form and mail or fax it to:

MetLife
P.O. Box 14401
Lexington, KY 40512-4401
Fax: 866-545-7517

There is a blank form in the center of this booklet. Additional blank forms are available by calling MetLife at 1-800-310-7770 or visiting www.yourtracktohealth.com. If no form is available when you wish to designate your Beneficiary, you may write out your designation, and send it to MetLife at the address shown above. It should include your name, address, social security number, and the Participating Employer, 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 mailing or faxing a new Beneficiary Designation/Change Form to MetLife at the address or fax number shown above. You do not need the consent of your Beneficiary to make a change. The change of Beneficiary will take effect as of the date you sign the new form, even if you are not alive when MetLife receives it. However, if you die, and MetLife makes payment to someone other than the person or persons designated on the new Beneficiary form before MetLife receives the new Beneficiary form, MetLife 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 MetLife 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 the 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 claim form from MetLife by calling this toll-free number: 1-800-310-7770, Monday through Friday 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:

   MetLife Group Life Claims
   P.O. Box 6100
   Scranton, PA 18505

B. Proof of Loss

If AD&D benefits are claimed, MetLife, 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 the loss for which the 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.

MetLife has the right to have you examined, at MetLife's expense, by doctors of its choice when and as often as MetLife 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 MetLife.

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

Informal Claim Review
If your claim for life insurance benefits (including a claim for accelerated benefits) or AD&D benefits is denied in whole or in part, **MetLife** 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 **MetLife** 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, **MetLife** will furnish written notice of the extension to you prior to the end of the 90-day period that begins when **MetLife** 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 **MetLife**. 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 from Claim Denials**

If you are not satisfied with the informal review of your claim denial, you may make a formal written appeal to **MetLife**. 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 **MetLife** 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. MetLife 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 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 MetLife'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, MetLife will furnish written notice of the extension prior to the end of the 60-day period that begins when MetLife 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 MetLife with respect to the life insurance benefit and the AD&D benefits, or more than three years from after 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 SMART – Transportation Division 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 SMART – Transportation Division 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.
ERISA Information

• Name of the Plan

National Railway Carriers and United Transportation Union (NRC/UTU) Health and Welfare Plan

• Plan Administrator

National Carriers' Conference Committee ("NCCC")
251 18th Street, South, Suite 750
Arlington, VA 22202
Telephone: (571) 336-7600

jointly with

SMART – Transportation Division
24950 Country Club Blvd, Suite 340
North Olmsted, Ohio 44070
Telephone: (216) 228-9400

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 certain railroads and SMART – Transportation Division. The railroads and SMART – Transportation Division are represented in connection with the establishment and maintenance of the Plan by the NCCC and by SMART – Transportation Division, respectively. The two Committees administer the Plan. When acting as Plan Administrator, the Committees form a single Committee, called the Governing Committee. The Plan is the policyholder and the Governing Committee acts on behalf of the Plan for purposes of the policy.

• Plan Sponsors

You may obtain a complete list of the railroads 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 NCCC or SMART – Transportation Division. A reasonable fee may be charged for the list or copy of an agreement that you request.

The list of sponsoring railroads and of the collective bargaining agreements will also be made available for examination upon your written request at the office of the NCCC, at the office of SMART – Transportation Division, 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 SMART – Transportation Division 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, and as to whether such railroad is a Participating Employer with respect to one or more groups of its employees who are represented by SMART – Transportation Division. 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 and SMART – Transportation Division, to which the Plan Administrator is not a party and as to which it is not informed.

- Employer Identification Number: 52-2174651
- Plan Number (PN): 510
- Type of Administration and Funding

The Plan is administered directly by the Plan Administrator. The Plan’s life insurance benefits and AD&D insurance benefits are provided through Group Policy No. 105147-G issued by MetLife.

- 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 AD&D insurance
benefits, service of legal process may also be made upon MetLife 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 at the address below.

- Trustee of the Plan
  SunTrust
  Mail Code GA-ATL-210
  303 Peachtree St. 2nd Floor
  Atlanta, GA 30308
  Telephone: (404) 827 6724

- Contributions
  Employer and employee contributions.

  - Employers contribute to the Plan on a monthly basis. The amount of each contribution depends upon the number of qualifying employees who rendered the Requisite Amount of Compensated Service during, or received the Requisite Amount of Vacation Pay for, the preceding month and the applicable payment rate per employee.

  - Employees also contribute to the Plan on a monthly basis. During any month in which the employee’s employer is required to make a contribution to the Plan with respect to foreign-to-occupation Employee Health Care Benefits, or with respect to Dependents Health Care Benefits, for the employee, the employee must also make a contribution to the Plan. Employee contributions are deducted from wages. The amounts of employee contributions are determined pursuant to the applicable collective bargaining agreement.

- 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
MetLife) 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

The following statement is 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 worksites and union halls, all Plan documents, including insurance agreements with MetLife, 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 MetLife, 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 Plan Administrator may charge a reasonable fee 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 the 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 Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or 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.
NOTES
Please submit a copy of the Power of Attorney with this beneficiary form.

Check if you are completing and signing this form as agent for the insured under a valid Power of Attorney.

By signing below, I hereby revoke any previous designations, and I designate the person, people, or entity named hereon as beneficiaries.

SECTION 6: Signature Required

By signing below, I hereby revoke any previous designations, and I designate the person, people, or entity named hereon as beneficiaries.

Please note: we cannot record your beneficiary choices unless you complete these items.

SECTION 5: About your Trust/Charity/Organization Beneficiaries

Skip this section if you did not name a Living Trust or Charity/Organization as one of your beneficiaries.

Please include:

- Additional Information Required for Living (Inter Vivos) Trust(s):
- Trust/Charity/Organization name
- Trust/Charity/Organization type
- Type of Beneficiary (primary or contingent)
- Trustee first, middle, and last name
- Trust Tax ID number
- Trust date
- Address
- Phone number
- % of proceeds you are assigning to the Trust/Charity/Organization

Please complete and sign your form below.

SECTION 4: About Your Living Beneficiaries

Please complete and sign your form below.

SECTION 3: About Your Irrevocable Beneficiaries

Please complete and sign your form below.

SECTION 2: About Your Revocable Beneficiaries

Please complete and sign your form below.

SECTION 1: About Your Insured/Owner Beneficiaries

Please complete and sign your form below.

SECTION: How to submit this form

Mail: MetLife Recordkeeping & Enrollment Services
P.O. Box 14401
Lexington, KY 40512-4401

Be sure to keep a copy of this completed form for your records.

Did you remember to…

Date form completed (mm/dd/yyyy)

Insured/Owner First name

Middle name

Last name

Insured/Owner signature

Please print and sign below

Stop
### SECTION 4: About the Contingent Beneficiaries

**Skip this section if you're not naming a contingent beneficiary or if you named your Estate as a primary beneficiary.**

Contingent beneficiaries receive the insurance proceeds only if all of the primary beneficiaries are deceased at the time of your death. If a contingent beneficiary dies before you, we will divide their share(s) equally between the remaining contingent beneficiaries.

- Please check the box and complete the form fields for each beneficiary you name. Having accurate information for your beneficiaries ensures that we distribute the proceeds the way you want.
- Do not list the same person or entity as both a primary and a contingent beneficiary.
- Use the proceeds % field to tell us how you want us to distribute the proceeds. If you want a specific distribution, use whole numbers (no fractions or decimals) and make sure they (and any listed on separate pages) add up to 100%.
- To distribute them equally between your contingent beneficiaries, leave all of the proceeds % fields blank.

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<th>Last name</th>
<th>Address</th>
<th>Date of birth (mm/dd/yyyy)</th>
<th>ZIP</th>
<th>State</th>
<th>Relationship to Insured</th>
<th>Social Security number</th>
<th>Phone number</th>
<th>Gender</th>
<th>Individual</th>
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**Write in the % of proceeds assigned to this person %**
### About the Primary Beneficiaries

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**Write in the % of proceeds assigned to this person**

**Relationship to Insured**

**Social Security number**

**Phone number**

**Gender**

M | F

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**Total proceeds for all primary beneficiaries (A-G plus any listed on separate pages) must equal 100%.**

Page 2 of 4 (02/16)
Group Term Life Insurance Beneficiary Designation

Use this form to name the persons or entities you want to receive your life insurance proceeds after your death.

Things to know before you begin

• Completing this form replaces your existing beneficiary designations. Please provide details for each beneficiary, even if you have already given us this information in the past.

• Gather the name(s), date(s) of birth, Social Security/Tax ID number(s) and contact information for all of your beneficiaries.

• The beneficiaries you name on this form apply to your Group Term Life insurance coverage insured by MetLife.

• To name additional beneficiaries, attach a separate page. Provide the requested information including the beneficiary type (primary or contingent) and the % proceeds for each. Sign and date these page(s), making sure the date is the same as the date next to the signature on this form.

• Please complete and return all pages or we cannot record your choices.

SECTION 1: About the Insured

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**SECTION 1: About the Insured**

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<td>NRC/UTC Health and Welfare Plan</td>
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<tr>
<td>Customer number</td>
<td>105147</td>
</tr>
</tbody>
</table>

**SECTION 2: About the Plan**

The beneficiaries you name on this form apply **only** to the MetLife-insured plan(s) selected below:

- [ ] All group term life coverage currently in effect
- [ ] Basic Life/Personal Accidental Death & Dismemberment (*AD&D*)

*To name separate beneficiaries for the Life or AD&D coverages in this section, photocopy this form and complete a different form for each type of coverage.*

**SECTION 3: About the Primary Beneficiaries**

These parties are your first choice to receive the insurance proceeds after your death. If a primary beneficiary dies before you, we will divide their share(s) equally between the remaining primary beneficiaries.

- You must name at least one (1) primary beneficiary.
- Please check the box and complete the form fields for each beneficiary you name. Having accurate information for your beneficiaries ensures that we distribute the proceeds the way you want.
- Use the proceeds % field to tell us how you want us to distribute the proceeds. If you want a specific distribution, use whole numbers (*no fractions or decimals*) and make sure they (and any listed on separate pages) add up to 100%.
  
  To distribute them equally between your primary beneficiaries, leave **all** of the proceeds % fields blank.
### About the Primary Beneficiaries

(continued)

<table>
<thead>
<tr>
<th>Individual</th>
<th>First name</th>
<th>Middle name</th>
<th>Last name</th>
<th>Address</th>
<th>Date of birth (mm/dd/yyyy)</th>
<th>City</th>
<th>State</th>
<th>ZIP</th>
<th>Gender</th>
<th>Social Security number</th>
<th>Phone number</th>
<th>Relationship to Insured</th>
<th>% Proceeds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Write in the % of proceeds assigned to this person.

---

Total proceeds for all primary beneficiaries (A-G plus any listed on separate pages) must equal 100%.

- **C** Charity/Organization — List the charity or organization name and not an employee of the charity or organization. See further instructions on page 4.
- **D** Your Estate — If you name your Estate as a primary beneficiary, you cannot name a contingent beneficiary.
- **E** Testamentary Trust created in your Will — The trust under your Last Will and Testament as shall be admitted to probate.
- **F** Living (Inter Vivos) Trust — See further instructions on page 4.

Charitable proceeds as a primary beneficiary cannot exceed 10% of the total proceeds.

**G** Charity/Organization — List the charity or organization name and not an employee of the charity or organization. See further instructions on page 4.

100% Total proceeds for all primary beneficiaries (A-G plus any listed on separate pages) must equal 100%.

Special instructions for each primary beneficiary type:

- Estate
- Charity/Organization
- Living Trust
- Testamentary Trust

Total proceeds for all primary beneficiaries must equal 100%.

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### SECTION 4: About the Contingent Beneficiaries

Skip this section if you’re not naming a contingent beneficiary or if you named your Estate as a primary beneficiary.

Contingent beneficiaries receive the insurance proceeds only if all of the primary beneficiaries are deceased at the time of your death. If a contingent beneficiary dies before you, we will divide their share(s) equally between the remaining contingent beneficiaries.

- Please check the box and complete the form fields for each beneficiary you name. Having accurate information for your beneficiaries ensures that we distribute the proceeds the way you want.
- Do not list the same person or entity as both a primary and a contingent beneficiary.
- Use the proceeds % field to tell us how you want us to distribute the proceeds. If you want a specific distribution, use whole numbers (no fractions or decimals) and make sure they (and any listed on separate pages) add up to 100%.
- To distribute them equally between your contingent beneficiaries, leave all of the proceeds % fields blank.

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gender</th>
<th>Social Security number</th>
<th>Phone number</th>
<th>Relationship to Insured</th>
<th>the % of proceeds assigned to this person %</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ M</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ F</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Your Estate**

- **Testamentary Trust created in your Will** – The trust under your last Will and Testament as shall be admitted to probate.

- **Living (Inter Vivos) Trust** – See further instructions on page 4.

- **Charity/Organization** – List the charity or organization name and not an employee of the charity or organization. See further instructions on page 4.

<table>
<thead>
<tr>
<th>J</th>
<th>Proceeds %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>K</th>
<th>Proceeds %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>L</th>
<th>Proceeds %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>M</th>
<th>Proceeds %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total proceeds for all contingent beneficiaries (H-M plus any listed on separate pages) must equal 100%.
SECTION 5: About your Trust/Charity/Organization Beneficiaries

Skip this section if you did not name a Living Trust or Charity/Organization as one of your beneficiaries. Otherwise, please provide the information requested below on a separate page. Make sure you include the type of beneficiary (primary or contingent) and that you sign and date these page(s).

Please include:

- Trust/Charity/Organization name
- Trust date
- Address
- Trust Tax ID number
- Phone number
- Trustee first, middle and last name
- Type of Beneficiary (primary or contingent)
- % of proceeds you are assigning to the Trust/Charity/Organization

SECTION 6: Signature required

By signing below, I hereby revoke any previous designations, and I designate the person, people, or entity named herein as beneficiaries.

Please submit a copy of the Power of Attorney with this beneficiary form.

Check if you are completing and signing this form as agent for the insured under a valid Power of Attorney.

Please print and sign below

Insured/Owner first name
Middle name
Last name
Date form completed (mm/dd/yyyy)
Insured/Owner signature

Did you remember to...

- Provide complete information for each of your beneficiaries?
- Complete, sign and date any extra pages that list beneficiary information (such as Living Trust/Charity/Organization beneficiaries)?
- Cross out and initial any mistakes you made? (If you crossed out any answers, your signature is not enough. You must also initial all your corrections.)
- Make sure the total “proceeds %” for your primary beneficiaries (including those on a separate page) equals 100%?
- Make sure the total “proceeds %” for your contingent beneficiaries (including those on a separate page) equals 100%?
- Complete, sign and date any extra pages that list beneficiary information (such as Living Trust/Charity/Organization beneficiaries)?
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- Make sure the total “proceeds %” for your contingent beneficiaries (including those on a separate page) equals 100%?
- Provide complete information for each of your beneficiaries?"
LIFE INSURANCE BENEFITS
FOR U.S. EMPLOYEES AND RETIREES

And

ACCIDENTAL DEATH and
DISMEMBERMENT INSURANCE
BENEFITS
FOR U.S. EMPLOYEES

Under the

NATIONAL RAILWAY CARRIERS
and UNITED TRANSPORTATION UNION
(NRC/UTU)
HEALTH and WELFARE PLAN

July 1, 2017