

**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**

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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 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 we refer to in this booklet as the "Plan" – also provides health benefits. Those benefits are described in a separate booklet entitled "NATIONAL RAILWAY CARRIERS and UNITED TRANSPORTATION UNION HEALTH AND WELFARE PLAN."

The **Plan** is maintained pursuant to collective bargaining agreements between the United Transportation Union ("the UTU") and contain freight railroads; including the Burlington Northern Santa Fe, Conrail, CSX, Kansas City Southern, Norfolk Southern, and Union Pacific, along with their wholly-owned subsidiaries. For those employees and retirees eligible for coverage under it, the **Plan** replaces coverage under The Railroad Employees National Health and Welfare Plan.

This booklet does not constitute a legal contract. The benefits it describes are provided pursuant to an insurance policy. If there are any differences between this booklet and the insurance policy, the policy will govern.

For information about Plan benefits or how to file a claim, call Metropolitan toll-free at 1-800-310-7770.

Schedule of Benefits

The life insurance and accidental death and dismemberment insurance benefits under the **Plan** are provided through Group Policy No. 105147 issued to 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

The following insurance benefits are payable to **Eligible Employees** effective July 1, 2004:

	<u>Amount</u>
LIFE INSURANCE	\$20,000
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	Up to \$ 16,000

BENEFITS FOR RETIRED EMPLOYEES

LIFE INSURANCE.....	\$ 2,000
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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. 105147 issued by Metropolitan Life Insurance Company 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. That policy provided the same benefits and level of benefits as the Metropolitan policy provided at the time it was issued. Now, the Metropolitan policy provides for the benefits described in this booklet, which for **Eligible Employees** are greater than they were before.

Eligibility

Because certain employees sometimes work in train service and sometimes in engine service, the **Plan** has been designed to avoid duplication of benefits. The **Plan** provides that the following employees of railroads participating in it are eligible for life and AD&D insurance coverage under the **Plan** (provided they meet the other criteria in the definition of **Eligible Employee**):

- Employees who, as of the last Friday in August of the prior calendar year, are listed in UnitedHealthcare's records as working under a UTU collective bargaining agreement;
- Employees hired after the last Friday in August of the prior calendar year under a UTU agreement, provided they did not first work under a collective bargaining agreement with the Brotherhood of Locomotive Engineers and Trainmen ("BLET").
- Employees moving after the last Friday in August of the prior calendar year, to a position covered by a UTU agreement, provided that as of the date of the move they had not last worked under a BLET agreement.

For employees, eligibility for coverage under the Metropolitan policy begins when the employee becomes an **Eligible Employee** and ends when the employee is no longer an **Eligible Employee**.

Employees not eligible for coverage under the **Plan** during a given calendar year because of being listed in UnitedHealthcare's records as working under a BLET agreement as of the last Friday in August of the prior calendar year will not become eligible for coverage at any time during such given calendar year, even if they subsequently work under a UTU agreement. These employees may continue to be eligible for coverage under The Railroad Employees National Health and Welfare Plan.

NOTE: For these purposes, an employee should be listed in UnitedHealthcare's records as working under a UTU agreement as of the last Friday in August of any given calendar year only if, during the twelve-month period ending on June 30 of such calendar year, the employee's earnings from train and engine service under a UTU agreement were greater than his or her earnings from train and engine service under a BLET agreement. Similarly, an employee should be listed in UnitedHealthcare's records as working under a BLET agreement as of the last Friday in August of any given calendar year only if, during the twelve-month period ending on June 30 of such calendar year, the employee's earnings from train and engine service under a BLET agreement were greater than his or her earnings from train and engine service under a UTU agreement.

The **Plan** also provides that the following retired employees of railroads participating in it are eligible for life insurance coverage under the **Plan** (provided they meet the other criteria in the definition of **Retired Employees**):

- Employees who retired on or before September 1, 1999, and who had last worked under a collective bargaining agreement between a Participating Employer and the UTU;
- Employees who 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 UTU, or who transferred after September 1, 1999 to a position covered by a collective bargaining agreement between a Participating Employer and the UTU, provided that as of that date they had not last worked under a BLET agreement;

- Employees who retired on or after January 1, 2000, and who were covered under this **Plan** as **Eligible Employees** for health care benefits and for life and AD&D insurance benefits when they last worked.

For **Retired Employees**, eligibility for coverage under the Metropolitan 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.

Retired Employees who are not eligible for coverage under the **Plan** as **Eligible Employees** during a given calendar year because of being listed in UnitedHealthcare's records as working under a BLET agreement as of the last Friday in August of the prior calendar year will not become eligible for coverage at anytime during such given calendar year, even if they last worked under a UTU agreement before their retirement. These **Retired Employees** may continue to be eligible for coverage under The Railroad Employees National Health and Welfare Plan.

You and your beneficiary are not entitled to receive the benefits under this **Plan** and under The Railroad Employees National Health and Welfare Plan. Accordingly, if your beneficiary receives life insurance benefits under The Railroad Employees National 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 Railroad Employees National 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 Railroad Employees National 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 Railroad Employees National 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 agreement between a railroad or railroads and a labor organization or labor organizations other than this **Plan** and The Railroad Employees National Health and Welfare Plan.

"Eligible Employee" means you are eligible for coverage if:

- You are a U.S. resident, you are employed by a participating employer, and you work under a collective bargaining agreement with either the UTU or the BLET; and
- If you were hired on or after March 1, 2004, at least three full calendar months have passed since the month in which you first rendered the **Requisite Amount of Compensated Services** for the participating employer by whom you are now employed. If in the interim you begin working for a different participating employer, you will not become an **Eligible Employee** until three full calendar months have passed since the month in which you first rendered the **Requisite Amount of Compensated Service** for your new participating employer; and
- you are listed on UnitedHealthcare's records as of the last Friday in August of the prior calendar year as working under a collective bargaining agreement with the UTU;

or

- you were hired after the last Friday in August of the prior calendar year under a UTU agreement and did not first work under a collective bargaining agreement with the BLET;

or

- after the last Friday in August of the prior calendar year, you

moved to a position covered by a UTU agreement and as of the date of the move you had not last worked under a BLET agreement.

"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 Metropolitan Life Insurance Company 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 Metropolitan Life Insurance Company, and which was defined in Group Policy Contract 1023000-G as a **"Former Policy Contract."**

"Group Policy" means Group Policy No. 105147 issued by Metropolitan Life Insurance Company to the Policyholder for benefits under this **Plan**.

"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**. The employers participating in the **Plan** include the Burlington Northern Santa Fe, Conrail, CSX, Kansas City Southern, Norfolk Southern, and Union Pacific, along with their wholly-owned subsidiaries.

"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. 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** or under The Railroad Employees National Health and Welfare 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** or under The Railroad Employees National Health and Welfare 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** or under The Railroad Employees National Health and Welfare 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.
 - 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 UTU; 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 UTU, or who transferred after September 1, 1999 to a position covered by a collective bargaining agreement between a **Participating Employer** and the UTU, 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 Railroad Employees National Health and Welfare 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 **Metropolitan 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** under a collective bargaining agreement with the UTU or, if applicable, the BLET. Remember that if you were hired on or after March 1, 2004, you do not become an **Eligible Employee** until the beginning of the fourth month following the month in which you first rendered the **Requisite Amount of Compensated Service** for the participating employer by whom you are now employed.

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** under a collective bargaining agreement with the UTU or the BLET.

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 **Metropolitan** 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 you return to compensated service for the same **Participating Employer** after completion of service in the armed forces of the United States, 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**, **Metropolitan** will pay to your Beneficiary 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

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** at this toll-free number:

1-800-310-7770.

Metropolitan Life 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
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

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

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 UTU 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 Railroad Employees National Health and Welfare 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 the UTU 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 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 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 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 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 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 under The Railroad Employees National 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 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 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 Railroad Employees National 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 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 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 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 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.

Your **Participating Employer** may determine not to have life and AD&D coverage continue for employees who are on FMLA leave, or to limit life and AD&D coverage during FMLA leave. In that event the arrangement your **Participating Employer** has

made will apply. 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/Change 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/Change 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 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 include your natural children and legally adopted children only.

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.
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 the loss for which the claim is made. 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 from 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 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 the UTU 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 UTU 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 first 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 the time period stated in a notice of termination transmitted to the **Participating Employer** from the Plan Administrator or its designee. Such time period shall not be less than 25 days from the end of the calendar month during which the **Participating Employer** failed to make the required payments.

XII

ERISA Information

- Name of the Plan
National Railway Carriers and United Transportation Union 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

United Transportation Union Health and Welfare Committee
14600 Detroit Avenue
Lakewood, Ohio 44107
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 the United Transportation Union. The railroads and the United Transportation Union are represented in connection with the establishment and maintenance of the **Plan** by the National Carriers' Conference Committee and by the United Transportation Union Health and Welfare Committee, 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 National Carriers' Conference Committee or the United Transportation Union Health and Welfare Committee. A reasonable charge may be made 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 National Carriers' Conference Committee, at the office of the United Transportation Union Health and Welfare Committee, at the headquarters office of the UTU, 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 UTU 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 the UTU. 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 the UTU, 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 accidental death and

dismemberment insurance benefits are provided through Group Policy No. 105147 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

Sun Trust Bank
919 East Main Street; 7th Floor
Richmond, VA 23919

- 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

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 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.