

THIS IS YOUR CERTIFICATE

Please read this certificate carefully and retain it in a safe place so that it will not be destroyed or lost.

**GROUP
INSURANCE
PROTECTION**



for Retired Employees of

**EASTERN ASSOCIATED COAL CORP.
AND SUBSIDIARIES**

CERTIFICATE

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY

Chattanooga, Tennessee
(herein called the Provident)

hereby certifies that it has issued Group Policy No. 5942 to

**EASTERN ASSOCIATED COAL CORP.
AND SUBSIDIARIES**

(herein called the Group Policyholder)

providing the benefits described on the following pages for certain Retired Employees and their dependent spouses insured under the Group Policy. This booklet summarizes the principal provisions of the Group Policy which alone constitutes the entire contract between the Provident and the Group Policyholder.

After the Retired Employee has completed the enrollment form a validation label will be given to him which will show the effective date of his insurance. When the validation label has been affixed in the space provided in the back, this booklet will become the Retired Employee's certificate of insurance while covered under the plan, and replaces all previous certificates issued to him while an Employee by the Provident relating to any coverage described on the following pages.

The benefits and provisions described on the following pages are subject in all respects to the terms and conditions of the Group Policy.



President

Provident Life and Accident
Insurance Company

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SCHEDULE OF BENEFITS

BENEFITS FOR THE RETIRED EMPLOYEE AND DEPENDENT SPOUSE WHO ARE NOT ELIGIBLE FOR MEDICARE

Hospital Expense Benefits-

 Benefits equal to Hospital charges

 (a)for hospital room and board, not to exceed the Maximum Rate Per Day shown below, or

 (b)for confinement in an Intensive Care Accommodation, not to exceed the Maximum Rate Per Day shown below, or

 (c)for Miscellaneous Services and Supplies, but not to exceed 365 days during any one period of confinement due to Injury or Illness.

 Maximum Rate Per Day

 For confinement in a semi-private or less expensive room, or an Intensive Care Accommodation Payment in Full

 In a private room An amount equal to the daily rate charged by the Hospital for its greatest number of two-bed rooms.

Surgical Expense Benefits-

 A benefit equal to the surgeon's fee for any one operation, not to exceed The "Reasonable and Customary Fee"

 A benefit equal to the assistant surgeon's fee for each operation, not to exceed The "Reasonable and Customary Fee"

Anesthetic Expense Benefits-

 A benefit equal to charges for administration of anesthetics in connection with any one operation not to exceed The "Reasonable and Customary Fee"

SCHEDULE OF BENEFITS

Physicians' Visits Benefits-

A benefit equal to Physicians' fees for attendance at home or Physician's office during any calendar year, beginning with the 1st day of treatment in accident cases and the 3rd day in sickness cases.

Maximum daily rate of benefit per person	\$ 5.00
Maximum benefit during any calendar year per person	50.00

Benefits for Physicians' Visits During Hospital Confinement-

A benefit equal to the charges of a Physician for attendance during hospitalization, not to exceed for each visit

The "Reasonable and Customary Fee"

Physicians' Consultation Expense Benefits-

A benefit equal to the charges for consultation of a "Board Certified Specialist" (as defined on a following page) during any one Hospital confinement, not to exceed

The "Reasonable and Customary Fee"

Laboratory and X-Ray Examination Expense Benefits-

A benefit equal to charges for laboratory examinations or x-ray examinations, not to exceed

The "Reasonable and Customary Fee"

X-Ray and Radiation Therapy Benefits-

A benefit equal to the charges for x-ray or radiation treatment of a proven malignancy or a non-malignant condition, in excess of those covered under other provisions of the plan, not to exceed

The "Reasonable and Customary Fee"

Emergency Accident Expense Benefits-

A benefit equal to charges for certain medical expenses, as defined on a following page, in excess of those covered under any other provisions of the plan.

Maximum in connection with any one accident . . .	\$ 25.00
Maximum during any calendar year	100.00

SCHEDULE OF BENEFITS

Major Medical Expense Benefits-

A benefit equal to 80% of Covered Expenses in excess of the Deductible Amount. Special provisions apply to psychiatric care.

Deductible Amount - the sum of medical care benefits payable under other provisions of the plan and	\$ 100.00
Maximum Benefit	25,000.00

BENEFITS FOR THE RETIRED EMPLOYEE AND DEPENDENT SPOUSE WHO ARE ELIGIBLE FOR MEDICARE

Supplemental Medical Expense Benefits-

HOSPITAL EXPENSE BENEFITS—benefits are provided for room and board, and other services and supplies provided by a hospital to the extent not covered by Medicare, as provided on a following page.

OTHER MEDICAL AND SURGICAL SERVICES—benefits are provided for medical or surgical services, to the extent not covered by Medicare, as provided on a following page.

PROVISIONS APPLICABLE TO ALL MEDICAL CARE BENEFITS

COORDINATION WITH OTHER MEDICAL CARE BENEFITS - Benefits provided under the plan for hospital, surgical and medical expenses may be subject to reduction in accordance with the provision headed "Coordination With Other Medical Care Benefits" described on a following page.

DEPENDENTS PREVIOUSLY COVERED AS EMPLOYEES - Benefits payable on behalf of a Dependent previously covered under the plan as an Employee for hospital, surgical and medical expenses incurred during a period which began while the Dependent was insured as an Employee shall not exceed the benefits that would have been payable during such period had the Dependent remained insured as an Employee.

MEDICARE - The term "Medicare," as used herein means the program established under Title XVIII of the Social Security Act (Federal Health Insurance for the Aged) as it is presently constituted or may hereafter be amended.

BECOMING INSURED

When You Are Eligible

You are a member of the class eligible for the insurance described on the following pages if as a regular full time Employee of the Group Policyholder, you were classified as a Supervisory, Technical or Clerical Employee not subject to any collective bargaining agreements, and you are now retired on pension by the Group Policyholder.

Employees are eligible to participate on the later of the effective date of the plan, or the date of retirement.

The effective date of the plan is July 1, 1973.

When You Become Insured

You will be insured on the date you become eligible as provided above if you have completed the necessary enrollment form.

Coverage For Your Dependent Spouse

Your wife or husband who is not eligible for coverage as an employee is also eligible for coverage as your Dependent Spouse.

Coverage for the Dependent Spouse shall also include the wife of a deceased retired Employee who is not eligible under the group policy or any other group policy as an Employee, nor employed by the Group Policyholder.

If you elect to cover your eligible Dependent Spouse, the insurance with respect to the Spouse will become effective on the date you become insured except for any Spouse then hospitalized.

If You Do Not Enroll Promptly

If you do not elect coverage for yourself or for your Dependent Spouse when first eligible, and you later decide to enroll, coverage under the plan will not become effective until you satisfy any evidence of insurability and waiting period requirements of the Group Policy applicable to persons for whom coverage is elected more than one month after eligible.

BECOMING INSURED

Reporting Changes in Eligibility of the Dependent Spouse

If you acquire an eligible Dependent Spouse who is not included in the classification for which you are then making the required contribution, the Spouse will be covered only if you notify the office promptly to change your dependency class and increase your contribution accordingly.

You should also notify the office promptly when your Dependent Spouse becomes ineligible, so that any necessary change in your classification and contribution may be made promptly.

If a Dependent Spouse is Hospitalized

Any Dependent Spouse who is hospitalized on the date coverage would otherwise become effective will not be covered until the day following the date of discharge from the hospital.

MEDICAL CARE INSURANCE

DEFINITIONS

The benefits described on the following pages apply to charges incurred for the services for which coverage is provided to the extent that:

- (1) The charges do not exceed reasonable charges which would customarily be made for the same services under similar conditions in the same locality.
- (2) The charges are incurred while the insurance under this plan with respect to you or the Dependent Spouse is in effect, or during any period coverage may be extended as provided under Extended Benefits on a following page.

Benefits are not payable for services or supplies received in a hospital owned or operated by the United States Government, or with respect to any services or supplies for which no charge is made that you are required to pay.

It is important that you be familiar with the meaning of the following terms which apply to all medical care benefits except the "Major Medical Expense Benefits" and "Supplemental Medical Expense Benefits":

Injury - "Injury" shall mean only bodily injury which requires treatment by a Physician.

Illness - "Illness" shall mean only sickness or disease, including mental infirmity, which requires treatment by a Physician. For purposes of determining benefits payable, "Illness" excludes pregnancy, childbirth or miscarriage and complications thereof.

Hospital - "Hospital" means an institution legally operating as a hospital which is:

- (1) primarily engaged in providing, for compensation from its patients, inpatient medical and surgical facilities for diagnosis and treatment of Injury or Illness, and
- (2) operated under the supervision of a staff of Physicians and continuously provides nursing services by registered graduate nurses for twenty-four hours of every day.

In no event, however, shall such term include any institution which is operated principally as a rest, nursing or convalescent home or for the care and treatment of drug addicts or alcoholics, or any institution or part thereof which is principally devoted to the care of the aged or any institution engaged in the schooling of its patients.

MEDICAL CARE INSURANCE

DEFINITIONS

Intensive Care Accommodation - "Intensive Care Accommodation" means an accommodation which is reserved for critically and seriously ill patients requiring constant audio-visual observation as prescribed by the attending Physician, and which provides room and board, nursing care by nurses whose duties are confined to care of patients in the intensive care accommodation, and special equipment or supplies immediately available on a standby basis segregated from the rest of the Hospital's facilities.

Physician - "Physician" means a legally qualified physician or surgeon.

Customary and Reasonable Fee - "Customary and Reasonable Fee" means the maximum benefit payable as determined by the Provident, taking into consideration:

- (a) the usual fee which is charged for a given service by an individual Physician in his personal practice;
- (b) the range of usual fees customarily charged by Physicians of similar training and experience for the same service within a given specific limited geographic or socio-economic area; and
- (c) a reasonable fee which meets the above two criteria or in the opinion of the responsible local medical association's review committee, is justifiable in the special circumstances of the particular case in question.

MEDICAL CARE INSURANCE

HOSPITAL EXPENSE BENEFITS *For You and Your Dependent Spouse*

Room and Board

When you or your Dependent Spouse are confined in a Hospital with the approval of a Physician for care of Injury or Illness, payment will be made for hospital charges for

- (a) room and board service while occupying a semi-private or less expensive room,
 - (b) room and board service while occupying a private room, but the maximum daily amount payable for such confinement shall not exceed the daily rate charged by the hospital for its greatest number of two-bed rooms, and
 - (c) confinement in an Intensive Care Accommodation, provided such confinement is for at least twenty-four hours,
- but not to exceed three hundred sixty-five days during any one period of confinement due to Injury or Illness.

Miscellaneous Services

Payment will also be made for

- (a) hospital charges for services and supplies other than room and board required for treatment of the condition causing confinement, during the period room and board benefits are payable, and
- (b) charges made by a Physician for anesthesiology, radiology or laboratory services while confined in the Hospital during the period room and board benefits are payable, and
- (c) charges for ambulance service to and from the nearest Hospital where care and treatment of the Injury or Illness can be given,

but not to exceed in the aggregate the maximum benefit for Miscellaneous Services shown in the Schedule of Benefits.

Out-Patient Care

Benefits are payable only during confinement as a bed-patient, except in the case of out-patient care necessary for treatment of accidental bodily injuries within one week of an accident or for a surgical operation.

MEDICAL CARE INSURANCE

HOSPITAL EXPENSE BENEFITS *For You and Your Dependent Spouse*

Limitations and Exclusions

Benefits are not payable for hospital confinement due to bodily injuries arising from or in the course of any employment, nor for confinement due to sickness covered by workmen's compensation.

No benefits are payable for nursing or physicians' fees, except as may be provided specifically under Miscellaneous Services.

The benefits described above are not payable for confinement due to pregnancy, childbirth or miscarriage.

Periods of Hospital Confinement

A period of hospital confinement shall consist of any period of twelve consecutive months.

MEDICAL CARE INSURANCE

SURGICAL EXPENSE BENEFITS *For You and Your Dependent Spouse*

Benefits Payable

When you or your Dependent Spouse undergo a surgical operation performed by a Physician for care of Injury or Illness, benefits will be payable for the surgeon's fee up to the Reasonable and Customary Fee.

If the services of an assistant surgeon are required during a surgical operation for which benefits are payable as described above, benefits will be payable for the charges for such services but not to exceed an amount equal to the Customary and Reasonable Fee for such services.

Limitations and Exclusions

Benefits are not payable for surgical operations due to bodily injuries arising from or in the course of any employment, nor for surgery due to sickness covered by workmen's compensation.

No benefits are payable for any operation on or treatment of the teeth or gums except tumors, or for any operation or treatment in connection with the fitting or wearing of dentures.

The benefits described above are not payable for obstetrical care or for operations due to pregnancy, childbirth or miscarriage.

MEDICAL CARE INSURANCE

ANESTHETIC EXPENSE BENEFITS *For You and Your Dependent Spouse*

Benefits Payable

When you or your Dependent Spouse have been administered an anesthetic by a Physician or professional anesthetist, other than by a salaried employee of the hospital, in connection with a surgical operation or procedure for which a surgical expense benefit is payable under the plan, benefits will be payable for the Physician's or anesthetist's fee for the administration of the anesthetic but not to exceed the Reasonable and Customary Fee.

Limitations and Exclusions

Benefits are not payable for the administration of anesthetics in connection with surgical operations due to bodily injuries arising from or in the course of any employment, or for the administration of anesthetics in connection with surgical operations due to sickness covered by workmen's compensation.

No benefits are payable for the administration of local infiltration anesthetics, nor for the administration of anesthetics by a Physician performing or assisting in performing a surgical operation or procedure.

Benefits are not payable for the administration of anesthetics when the Physician or anesthetist administering the anesthetics does not remain in constant attendance during the operation or procedure for the sole purpose of rendering anesthetic service.

MEDICAL CARE INSURANCE

BENEFITS FOR PHYSICIANS' VISITS

For You and Your Dependent Spouse

Benefits Payable

If you or your Dependent Spouse are attended by a Physician for care or treatment of Injury or Illness, payment will be made for the Physician's visits to your home or for visits to the Physician's office as provided in the Schedule of Benefits.

Limitations and Exclusions

Benefits are not payable with respect to an operation for which surgical benefits are payable nor for treatment on or after the date of such an operation unless the treatment is given by a Physician other than the one who performed the operation.

No benefits are payable for treatment of the teeth or gums, eye examinations, fitting of glasses, x-rays, x-ray treatment, radium treatment, drugs, dressings or medicines. Benefits are not payable for inoculations or immunizations for prevention of disease.

Benefits are not payable for medical attendance due to bodily injuries arising from or in the course of any employment, nor for medical attendance due to sickness covered by workmen's compensation.

No benefits are payable for treatments due to or resulting from pregnancy, childbirth or miscarriage.

MEDICAL CARE INSURANCE

BENEFITS FOR PHYSICIANS' VISITS

DURING HOSPITAL CONFINEMENT

For You and Your Dependent Spouse

Benefits Payable

If you or your Dependent Spouse are attended by a Physician for care or treatment of Injury or Illness during hospital confinement for which Hospital Expense Benefits are payable under this plan, payment will be made for the charges by the Physician for such visits but not exceed the Reasonable and Customary Fee.

As indicated in the Schedule of Benefits, these benefits normally do not apply on and after the date of a surgical operation.

Limitations and Exclusions

Benefits are not payable for medical attendance during hospital confinement due to bodily injuries arising from or in the course of any employment, nor for medical attendance during hospital confinement due to sickness covered by workmen's compensation.

No benefits are payable for treatment of the teeth or gums.

Benefits are not payable for treatments due to or resulting from pregnancy, childbirth or miscarriage.

MEDICAL CARE INSURANCE

LABORATORY AND X-RAY EXAMINATION EXPENSE BENEFITS

For You and Your Dependent Spouse

Benefits Payable

When you or your Dependent Spouse have laboratory or x-ray examinations made by or under the supervision of a Physician for diagnosis of Injury or Illness, payment will be made for the charges for the examinations but not to exceed the Reasonable and Customary Fee.

Benefits are provided for diagnostic examinations and subsequent check-ups but not for treatment.

Limitations and Exclusions

Benefits are not payable for examinations while confined as a bed-patient in a Hospital or for examinations for which Hospital Expense Benefits are payable and no benefits are payable for any examination of the teeth or gums except for an x-ray examination in connection with an Injury which does not arise from or in the course of employment.

Benefits are not payable for examinations in connection with injuries arising from or in the course of any employment, nor for examinations in connection with sickness covered by workmen's compensation.

Benefits are not payable for examinations due to or resulting from pregnancy, childbirth or miscarriage.

MEDICAL CARE INSURANCE

X-RAY AND RADIATION THERAPY EXPENSE BENEFITS

For You and Your Dependent Spouse

Benefits Payable

When you or your Dependent Spouse receive x-ray or radiation treatment administered by a Physician, payment will be made for charges for such treatment (except to the extent any benefits may be payable for such charges under other provisions of the plan). The maximum payable for any treatment shall not exceed the Reasonable and Customary Fee for such treatment.

Limitations and Exclusions

Benefits are not payable for diagnostic x-ray examinations or the administration of radioactive substances for diagnostic purposes, nor for the rental or purchase of radioactive substances.

No benefits are payable for hospital charges except that if treatments are administered while an out-patient in a Hospital by a Physician who is an employee of the hospital, benefits will be payable for hospital charges for such treatments as if the charges were made by the Physician who administered the treatments.

Benefits are not payable for treatments in connection with injuries arising from or in the course of any employment, nor for treatments in connection with sickness or disease covered by workmen's compensation.

MEDICAL CARE INSURANCE

PHYSICIAN'S CONSULTATION EXPENSE BENEFITS

For You and Your Dependent Spouse

Benefits Payable

When you or your Dependent Spouse have necessarily been attended professionally by a "Board Certified Specialist", as defined below, in the capacity of a consultant, at the request of the attending Physician, in connection with diagnosis of Injury or Illness, payment will be made for the customary and reasonable charges for the services of the consulting Physician as provided in the Schedule of Benefits.

The term "Board Certified Specialist" means a Physician who has been certified by a board within the medical profession as a specialist in the medical field in which he practices.

Limitations

Benefits are not payable for any consultation in connection with bodily injuries arising from or in the course of any employment, or for expenses incurred for any consultation in connection with sickness covered by Workmen's Compensation.

Benefits are not payable for any consultation required by hospital staff regulation.

No benefits are payable for expenses incurred for any consultation in connection with pregnancy, childbirth or miscarriage.

Benefits are not payable for more than one consultation during any one period of hospital confinement.

No benefits are payable for expenses incurred for any consultation in connection with Injury suffered in the course of employment by any state, county, city or municipality.

MEDICAL CARE INSURANCE

EMERGENCY ACCIDENT EXPENSE BENEFITS

For You and Your Dependent Spouse

Benefits Payable

If you or your Dependent Spouse are treated by a Physician in a clinic or doctor's office for Injuries received in an accident, payment will be made for the medical expenses listed below which are incurred within one week after the date of the accident, to the extent that such expenses are not covered by benefits payable under other provisions of the plan:

- (a) medical treatment or medical supplies used solely for treatment of the Injury, and
- (b) laboratory or x-ray examinations.

The maximum payable in connection with any one accident and the maximum payable for all accidents occurring during any period of twelve consecutive months is shown in the Schedule of Benefits.

Limitations and Exclusions

No benefits are payable for Physician's fees for treatment of the teeth or gums.

Benefits are not payable for care or treatment of injuries arising from or in the course of any employment.

MEDICAL CARE INSURANCE

MAJOR MEDICAL EXPENSE BENEFITS

For You and Your Dependent Spouse

Definitions

This coverage provides benefits for medical expenses in excess of those covered under the other provisions of the plan and for many items of medical expense not covered under the other provisions of the plan.

To clearly understand the benefits provided for you and your Dependents, it is necessary to know the meaning of the following terms:

Injury - "Injury" means bodily injury, which requires treatment by a Physician.

Illness - "Illness" means sickness or disease, including mental infirmity, which requires treatment by a Physician. For purposes of determining benefits payable "Illness" excludes pregnancy, childbirth or miscarriage and complications thereof.

Physician - "Physician" means a legally qualified physician or surgeon.

Hospital - "Hospital" means an institution legally operating as a hospital which is (1) primarily engaged in providing, for compensation from its patients, in-patient medical facilities for diagnosis and treatment of Injury or Illness, and (2) operated under the supervision of a staff of Physicians and continuously provides nursing services by registered graduate nurses for twenty-four hours of every day. In no event, however, shall such term include any institution which is operated principally as a rest, nursing or convalescent home, or any institution or part thereof which is principally devoted to the care of the aged, or any institution engaged in the schooling of its patients.

Convalescent Facility - "Convalescent Facility" means a lawfully operating institution, or a distinct part of an institution, primarily engaged in providing skilled nursing care to patients recovering from Injury or Illness and which: is under the resident supervision of a Physician or a registered graduate nurse; requires that the health care of every patient be under the supervision of a Physician and provides that a Physician be available to furnish necessary medical care in emergencies; provides for nursing service continuously for twenty-four hours of every day; provides facilities for the full-time care of five or more patients; maintains clinical records on all patients; and is not an institution or part thereof which is primarily devoted to the care of the aged.

MEDICAL CARE INSURANCE

MAJOR MEDICAL EXPENSE BENEFITS

For You and Your Dependent Spouse

Definitions (Continued)

Intensive Care Accommodation - "Intensive Care Accommodation" means an accommodation which is reserved for critically and seriously ill patients requiring constant audio-visual observation as prescribed by the attending Physician and which provides room and board, nursing care by nurses whose duties are confined to care of patients in the intensive care accommodation, and special equipment or supplies immediately available on a standby basis segregated from the rest of the Hospital's facilities.

Deductible Amount - The "Deductible Amount" is the total of any benefits to which you are entitled under other provisions of the plan for Covered Expenses and the dollar amount shown in the Schedule of Benefits.

The Deductible Amount applies separately to Covered Expenses incurred by or on behalf of each person covered under the plan once during each calendar year even though expenses may be incurred for care of several Injuries or Illnesses during the year.

In order that a deductible will not be applied late in one calendar year and soon again in the following year, any Covered Expenses incurred during the last three months of a calendar year which apply toward the Deductible Amount (whether or not it is fully satisfied) may also be applied toward the Deductible Amount for the following calendar year.

Covered Expenses - The term "Covered Expenses" refers to the items of medical expense for which major medical benefits may be payable and the specific items of medical expense included as Covered Expenses are given on following pages. Covered Expenses include virtually all types of hospital, surgical and medical care expenses required for diagnosis and treatment of Injury or Illness.

MEDICAL CARE INSURANCE

MAJOR MEDICAL EXPENSE BENEFITS

For You and Your Dependent Spouse

Benefits Payable

When you or your Dependent Spouse incur Covered Expenses in excess of the Deductible Amount for care of Injury or Illness, while insured under the plan, you will become entitled to major medical benefits for Covered Expenses incurred after satisfaction of the Deductible Amount, as provided in the Schedule of Benefits.

Charges for psychiatric treatment or consultation during confinement as a bed-patient in a Hospital, and charges for convulsive therapy, are covered on the same basis as charges for treatment of any other Injury or Illness. Charges for other psychiatric care and treatment are covered on the basis of 50% of Covered Expenses incurred after satisfaction of the Deductible Amount.

In no event will benefits payable to or on behalf of any Covered person exceed the Maximum Benefit.

Maximum Benefit

The amount of the Maximum Benefit is shown in the Schedule of Benefits. It applies separately to Covered Expenses incurred by you for yourself and on behalf of your Dependent Spouse.

After you have incurred for yourself, or on behalf of your Dependent Spouse, Covered Expenses entitling you to benefits for yourself or the Spouse equal to at least twenty per cent of the Maximum Benefit, application may be made for reinstatement of the full Maximum Benefit by submission of satisfactory evidence of insurability.

Regardless of whether reinstatement is applied for or granted, any used portion of the Maximum Benefit with respect to you and to your Dependent Spouse will be restored on the first day of January each year that insurance under the plan with respect to you or the Spouse remains in effect, not to exceed \$1,000.00 per year.

MEDICAL CARE INSURANCE

MAJOR MEDICAL EXPENSE BENEFITS

For You and Your Dependent Spouse

Covered Expenses

Covered Expenses are charges for the following services and supplies, which are certified by the attending Physician to be necessary for treatment, to the extent that the charges do not exceed reasonable and customary charges generally made in the same locality under similar conditions:

1. Hospital Care. Hospital room, board and general nursing care, (excluding that part of the Hospital's charge for a private room which exceeds the Hospital's daily charge for its greatest number of two-bed rooms), intensive care while confined in an Intensive Care Accommodation, and charges for other Hospital services and supplies necessary for treatment of Injury or Illness, except services furnished by outside agencies and supplies not used while confined in the Hospital.
2. Convalescent Facility Care. Convalescent Facility room, board and general nursing care which immediately follows confinement in a Hospital for at least five consecutive days excluding that part of the Convalescent Facility's daily charge in excess of the charge for its greatest number of two-bed rooms and any charges incurred after the 100th day of confinement during any one calendar year.
3. Physicians' fees for medical care and surgical operations.
4. Charges of a registered graduate nurse, or a practical nurse who is either licensed as a practical nurse or is registered with an organization having the approval of the medical profession, for medical care of Injury or Illness.
5. Charges for any of the items named below when certified as necessary by the attending Physician:
 - Artificial limbs or eyes (excluding their replacement), casts, splints, trusses, braces or crutches.
 - Rental of wheel chair, hospital-type bed, iron lung or other durable equipment used exclusively for treatment of Injury or Illness.
 - Drugs and medicines lawfully obtainable only upon the written prescription of a Physician.

MEDICAL CARE INSURANCE

MAJOR MEDICAL EXPENSE BENEFITS

For You and Your Dependent Spouse

Covered Expenses (Continued)

- Anesthetics and their administration.
- Diagnostic laboratory services.
- Services of a physiotherapist or laboratory technician.
- Use of x-ray, radium and other radioactive substances.
- Oxygen and rental of equipment for administration of oxygen.
- Transportation by railroad or scheduled commercial airline to but not from a Hospital equipped to furnish special treatment for the Injury or Illness (excluding any transportation from or to points outside the continental limits of the United States and Canada).
- Local professional ambulance service to and from the nearest Hospital where care and treatment of the Injury or Illness can be given.

Charges for services received by any Employee or Dependent Spouse which are performed by a member of the immediate family of the Employee or of the Employee's spouse shall not be considered Covered Expenses.

A charge is considered to have been incurred as of the date on which the service or supply for which the charge is made is rendered or obtained.

MEDICAL CARE INSURANCE

MAJOR MEDICAL EXPENSE BENEFITS

For You and Your Dependent Spouse

Limitations and Exclusions

Benefits will not be payable under the plan for:

- Expenses in connection with bodily injuries arising from or in the course of any employment
- Expenses in connection with illnesses for which benefits are provided under any workmen's compensation act or similar law
- Care of pregnancy
- Medical examinations not necessary for the treatment of an Injury or Illness
- Eye refractions, eye glasses, the fitting of eye glasses, hearing aids or the fitting of hearing aids
- Cosmetic surgery, except operations necessary to repair disfigurement due to an accident occurring while insured for major medical expense benefits under this plan
- Treatment of the teeth or gums except (i) tumors and (ii) treatment of accidental injury to natural teeth (including their replacement) due to an accident occurring while insured for major medical expense benefits under this plan; or for any operation or treatment in connection with the fitting or wearing of dentures
- Treatment of Injury or Illness which is occasioned by war, declared or undeclared
- Charges incurred outside the United States or Canada, unless you or a Dependent is a resident of the United States or Canada and the charges are incurred while traveling on business or for pleasure
- Charges for services or supplies received from or in facilities owned or operated by the United States Government, or for services and supplies for which no charge is made that you are required to pay

No benefits are payable for expenses due to any Injury or Illness beginning before the effective date of the insurance with respect to the Employee or Dependent Spouse.

This exclusion will in no event apply after the earlier of (a) the end of any three month period beginning after the date the Injury or Illness occurred and ending after such effective date during which no Covered Expenses are incurred for care of the Injury or Illness, or (b) one year from the date the insurance with respect to the Employee or Dependent Spouse becomes effective.

SUPPLEMENTAL MEDICAL EXPENSE BENEFITS

For Persons Eligible For Medicare

Definitions

This coverage provides benefits in lieu of any other medical care benefits under the plan when you or your Dependent Spouse become eligible for Medicare.

To understand the benefits provided by the coverage, it is necessary that you know the meaning of the following terms:

Injury - "Injury" means only bodily injury which requires treatment by a Physician.

Illness - "Illness" means only sickness or disease which requires treatment by a Physician.

Physician - "Physician" means

- (1) a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the state in which he performs such function or action, or
- (2) a doctor of dentistry, or of dental or oral surgery, who is legally authorized to practice dentistry in the state in which he performs such function, but only with respect to
 - (i) surgery related to the jaw or any structure contiguous to the jaw; or
 - (ii) the reduction of any fracture of the jaw or any facial bone.

Hospital - "Hospital" means an institution which is primarily engaged in providing, by or under the supervision of a Physician, diagnostic and therapeutic services for diagnostic treatment and care of Injury or Illness or rehabilitation services for the rehabilitation of injured or sick persons and which meets all of the conditions required in order to be eligible for payment as a hospital under Medicare.

Psychiatric Hospital - "Psychiatric Hospital" means an institution which is primarily engaged in providing, by or under the supervision of Physicians, psychiatric services for the diagnosis and treatment of mentally ill persons and which meets all of the conditions required in order to be eligible for payment as a provider of services under Medicare.

SUPPLEMENTAL MEDICAL EXPENSE BENEFITS

For Persons Eligible For Medicare

Definitions (Continued)

Spell of Illness - "Spell of Illness" means a period of consecutive days beginning with the first day on which the Employee or Dependent is confined as a bed-patient in a Hospital or in a nursing or convalescent home, while insured for Supplemental Medical Expense Insurance under the plan, and ending with the close of the first period of sixty consecutive days thereafter during which he has neither been confined as a bed-patient in a Hospital nor as a bed-patient in a nursing or convalescent home.

Covered Expenses

Covered Expenses are charges for the following services and supplies, which are certified by the attending Physician to be necessary for treatment, to the extent that (1) the charges do not exceed reasonable and customary charges generally made in the same locality under similar conditions and (2) no coverage is provided for charges for which coverage is provided or could have been obtained by appropriate application or enrollment under Medicare:

Hospital Care—Charges for room, board and general nursing care (if a private room is used, excluding any part of the Hospital's daily charge for the private room in excess of the Hospital's daily charge for its greatest number of two-bed rooms), and for other services and supplies provided by a Hospital or Psychiatric Hospital, to the following extent:

- (1) the first \$72.00 of such charges incurred while confined as a bed-patient during each Spell of Illness;
- (2) charges of up to \$18.00 per day incurred during a period beginning with the 61st and ending with the 90th day of confinement as a bed-patient during each Spell of Illness;
- (3) charges incurred during a period beginning with the 91st and ending with the 120th day of confinement as a bed-patient during each Spell of Illness; and
- (4) charges incurred while an out-patient in a Hospital for treatment of accidental bodily injuries, or for a surgical operation.


* Any future increases in the deductible amounts required by Medicare as outlined above will automatically be considered as Covered Expenses. (Example - If the \$72.00 shown under item (1) above should increase to \$74.00, the \$74.00 will be considered as a Covered Expense instead of the \$72.00 as shown.

SUPPLEMENTAL MEDICAL EXPENSE BENEFITS

For Persons Eligible For Medicare

Covered Expenses (Continued)

Charges for Physicians' services, private duty nursing, services furnished by outside agencies and supplies not used while confined in a Hospital or Psychiatric Hospital shall not be considered as charges for Hospital care even though such charges may appear on the Hospital bill.

 **Other Medical and Surgical Services**—Charges for medical or surgical services, in excess of the Deductible Amount under Part B of Medicare, equal to the 20% coinsurance required by Part B of Medicare.

Charges for services received by an Insured or dependent which are performed by a member of the immediate family of the Insured or the Insured's spouse shall not be considered Covered Expenses.

A charge shall be considered to have been incurred as of the date on which the service or supply for which the charge is made, is rendered or obtained.

Benefits Payable

When you incur Covered Expenses for yourself or on behalf of your Dependent Spouse for care of Injury or Illness, while insured under the plan for Supplemental Medical Expense Benefits, you will become entitled to supplemental medical expense benefits as provided in the Schedule of Benefits.

Limitations and Exclusions

Benefits will not be payable under the plan for:

- (a) treatment of Injury or Illness for which any benefits are provided under any applicable Workmen's Compensation Act or similar law;
- (b) charges for services or supplies received from or in facilities owned or operated by the United States Government, or for services and supplies for which no charge is made that the Employee is required to pay; or
- (c) treatment of Injury or Illness which is occasioned by war, whether declared or undeclared.

COORDINATION WITH OTHER MEDICAL CARE BENEFITS

The purpose of this plan is to help you pay your medical bills. If coverage is provided under any other "plans" as defined below, benefits provided under this plan and the other plans might exceed actual medical expenses incurred. If this is the case, the combined benefits payable under this plan and other plan or plans will not exceed "allowable expenses" (any item of expense covered at least in part under one of the "plans.")

For this purpose, the word "plan" means any plan providing benefits or services for or by reason of medical or dental care or treatment, which benefits or services are provided by

- (i) group, blanket or franchise insurance coverage,
- (ii) hospital service prepayment plan, medical service prepayment plan, group practice and other prepayment coverage, except that for which the subscription charge or premium payment is made directly by the person covered to the organization providing the coverage,
- (iii) any coverage under labor-management trustee plans, union welfare plans, employer organization plans, or Employee benefit organization plans, and
- (iv) any coverage under governmental programs, and any coverage required or provided by any statute.

The Provident is given the right to release to or obtain from any other organization or person any information which is deemed to be necessary for the purpose of administering this provision.

The right to pay over to any organization any amounts that it shall determine to be warranted in order to satisfy the intent of this provision is reserved to the Provident, and any amount so paid will discharge liability under the plan to the extent of the payment.

The Provident may recover amounts it has paid in excess of the maximum necessary at any time to satisfy the intent of this provision from the person to or for or with respect to whom such payments were made, or from another insurance company or other organization.

MEDICAL CARE INSURANCE

Extended Benefits After Termination

Hospital, Surgical, Laboratory and X-ray Examination and X-ray and Radiation Therapy Expense Benefits - If you or your Dependent Spouse are hospitalized at the time your insurance terminates, hospital benefits will continue to apply to that period of hospital confinement, subject to the maximum limits of the plan, except that no benefits will be payable for hospital care for which you or a Dependent are entitled to benefits under Medicare, or for which no payment is required of you or a Dependent because of Medicare.

Additionally, if you (but not your Dependent Spouse) are totally disabled by Injury or Illness on the date your insurance is terminated, hospital, surgical, laboratory and x-ray examination and x-ray and radiation therapy expense benefits will be extended during continuation of total disability to cover expenses incurred for hospital confinement beginning, surgical operations performed, consultation rendered, laboratory and x-ray examinations received, and radiation therapy treatments within three months after termination of insurance. This provision will cease to apply as of the date you become eligible to participate in Part A of Medicare.

Major Medical Expense Benefits - If coverage terminates during a period of total disability and Covered Expenses are being incurred, benefits are extended to apply to Covered Expenses incurred after termination for continued treatment of that Injury or Illness, but in no case will benefits be payable for expenses incurred after recovery from total disability or after one year from the date the insurance terminated, whichever occurs first. This extension of benefits ceases to apply (i) as of the date you or your Dependent Spouse become covered under any other similar group plan provided by the Provident or any other insurer, or (ii) with respect to the types of Covered Expenses for which any coverage is provided under Medicare, as of the date you or your Dependent Spouse become eligible to participate in Part A of Medicare.

Supplemental Medical Expense Benefits - If coverage terminates during a period of total disability and Covered Expenses are being incurred, benefits are extended to apply to Covered Expenses incurred after termination for continued treatment of that Injury or Illness, but in no case will benefits be payable for expenses incurred after recovery from total disability or after one year from the date the insurance terminates, whichever occurs first. This extension of benefits ceases to apply as of the date you or your Dependent Spouse become covered under any other similar group plan provided by the Provident or any other insurer.

TERMINATION OF INSURANCE

Your insurance will terminate on the earliest of the following dates:

- (a) the date the plan is terminated;
- (b) the date the plan is amended to terminate the insurance of a class of Employees of which you are a member; or
- (c) with respect to any insurance for which you cease to be a member of the class or classes of Employees eligible for such insurance, the date of cessation of such membership.

Your insurance with respect to Dependents will terminate on the earliest of the following dates:

- (a) the date your insurance is terminated; or
- (b) the date a Dependent ceases to be eligible as a Dependent except as provided below.

Any insurance being continued with respect to the wife of a deceased Employee will terminate on the date the wife of the deceased Employee remarries.

HOW TO FILE A CLAIM

Forms for filing claims may be obtained from the Group Policyholder. Complete and return them to the Group Policyholder as soon as possible.

When filing your claim, you must submit proof of each charge so it is extremely important that you secure copies of bills for all charges. All bills should be itemized and, if the plan provides coverage for prescription drugs used other than during hospitalization, the drug store bills for prescription items must include the prescription number and the name of the person for whom prescribed.

Benefits for Hospital charges and Physician's fees may be assigned to the Hospital or the Physician if you wish.

Written notice of loss must be given to the Provident (through the Group Policyholder) within twenty days after the loss, or as soon thereafter as reasonably possible.

Proof of loss must be furnished to the Provident within ninety days following the date of loss. However, your claim will still be considered if it was not reasonably possible to furnish proof within the time required and that the proof was furnished as soon as reasonably possible.

All benefits provided by the Group Policy will be paid immediately upon receipt of proof of loss. Any benefit payable for loss of the Employee's life will be payable to the Employee's beneficiary. All other benefits will be payable to the Employee, if living, otherwise to the estate of the Employee. In the event of the death of the beneficiary last named by you prior to your death, or if no beneficiary shall have been named, the insurance shall be paid to your executors or administrators, except that the Insurance Company may in such case, at its option, pay such insurance to your wife or husband if living; if not living, to your children who survive you equally; if none survive you, to either your father or your mother or to both equally if both survive you.

No action at law or in equity shall be brought to recover on the group policy prior to the expiration of sixty days after proof of loss has been furnished nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of loss is required to be furnished.

The Provident (at its expense) shall have the right to examine any person whose loss is the basis for claim as often as it may reasonably require and to perform an autopsy where not forbidden by law.

This plan is not in lieu of and does not affect any requirements for Workmen's Compensation Insurance.

When the validation label is affixed in the space indicated below, this booklet will constitute the Employee's certificate of insurance while covered under the plan.

Name of Employee — Beneficiary and Relationship

Please affix validation label between dotted lines

Certificate Number

Effective Date

If you later change your beneficiary, a copy of the change of beneficiary form will be returned to you and should be placed with your certificate.

Underwritten By

