

PILKINGTON NORTH AMERICA, INC.

United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC

Ottawa, IL Local 19G and Lathrop, CA Local 418G

BASIC & OPTIONAL TERM LIFE INSURANCE and ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

SUMMARY PLAN DESCRIPTION



BENEFIT PLAN

Prepared Exclusively For Pilkington North America, Inc.

Life, Supplemental Life Insurance, Accidental Death and Personal Loss and Supplemental Accidental Death and Personal Loss Coverage-Lathrop Union, Ottawa Union and Rossford Union Employees (Plans LD, MD, XD, YD)

Aetna Life Insurance Company Booklet-Certificate

This Booklet-Certificate is part of the Group Insurance Policy between Aetna Life Insurance Company and the Policyholder

What Your Plan Covers and How Benefits are Paid



Table of Contents

| Schedule of Benefits | Issued with Your Booklet | |
|--|--|--------|
| Preface1 | Third Degree Burn Benefit | 14 |
| Important Information Regarding Availability of | Total Disability Death Benefit | |
| Coverage2 | Additional Benefits under the Accidental I | |
| Coverage for You2 | Personal Loss Plan | |
| Life Insurance Coverage2 | Passenger Restraint and Airbag Benefit | |
| Accidental Death and Personal Loss Coverage2 | Education Benefit | |
| Eligibility, Enrollment and Effective Date of Your | Child Care Benefit | |
| Coverage3 | Repatriation of Remains | |
| Who Can Be Covered3 | Exclusions That Apply to Accidental Dead | th and |
| Employees3 | Personal Loss | 19 |
| Determining if You Are in an Eligible Class3 | Changes to Your Coverage Amounts | |
| Eligibility for Life Insurance if Permanently and | Changes in Contributory Coverage | |
| Totally Disabled3 | Changes in Non-Contributory Coverage | |
| How and When to Enroll4 | When Life and Accidental Death and Pers | |
| Enrollment4 | Insurance Coverage Amounts are Reduced | |
| Evidence of Good Health4 | Age Reduction Rules | |
| | When Coverage Ends For Employees | |
| When Your Coverage Begins4 | Converting to an Individual Life Insurance | |
| When Your Coverage Begins4 | Converting to an individual tale insurance | 7 |
| Your Effective Date of Coverage4 | | |
| Your Life Insurance Plan6 | Eligibility | |
| How the Plan Works6 | Features of the Conversion Policy | |
| Naming Your Beneficiary6 | Your Premiums and Payments | |
| Conversion Benefit7 | Electing Conversion | |
| Accelerated Death Benefit7 | When an Individual Policy Becomes Ef | |
| The Amount of Accelerated Death Benefit7 | Impact of Death during Conversion Ap | |
| Requesting an Accelerated Death Benefit8 | Timeframe | |
| Accelerated Death Benefit Payment8 | General Provisions | |
| Effect of an Accelerated Death Benefit Payment | Legal Action | |
| on:8 | Confidentiality | |
| Claims of Creditors8 | Entire Contract - Changes | 25 |
| Tax Consequences9 | Additional Provisions | |
| Employee Life Suicide Exclusion9 | Assignments | |
| Life Insurance Portability9 | Claims of Creditors | |
| Eligibility Criteria9 | Assignments | 26 |
| Electing Coverage10 | Claims of Creditors | |
| Portability Effective Date10 | Misstatements | |
| Features of the Portable Life Insurance10 | Incontestability | |
| Age Reductions10 | Reporting of Claims | |
| Accidental Death Benefit10 | Reporting of Accidental Death & Perso | |
| Accelerated Death Benefit11 | Claims | |
| Premium and Billing Charges11 | Reporting of Life Insurance Claims | |
| Termination of Coverage11 | Payment of Benefits | |
| Your Accidental Death and Personal Loss | Contacting Aetna | |
| Coverage12 | Effect of Prior Coverage - Transferred Bu | |
| How the Plan Works12 | Glossary * | 29 |
| Covered Losses12 | | |
| Accidental Death and Personal Loss Benefit | | |
| Payable13 | | |
| *Defines the Terms Shown in Bold Type in the Text of | This Document. | |

Preface (GR-9N-02-005-01 CT)M

Aetna Life Insurance Company (ALIC) is pleased to provide you with this Booklet-Certificate. Read this Booklet-Certificate carefully. The plan is underwritten by Aetna Life Insurance Company of Hartford, Connecticut (referred to as Aetna).

This Booklet-Certificate is part of the Group Insurance Policy between Aetna Life Insurance Company and the Policyholder. The Group Insurance Policy determines the terms and conditions of coverage. Aetna agrees with the Policyholder to provide coverage in accordance with the conditions, rights, and privileges as set forth in this Booklet-Certificate. The Policyholder selects the products and benefit levels under the plan. A person covered under this plan and their covered dependents are subject to all the conditions and provisions of the Group Insurance Policy.

The Booklet-Certificate describes the rights and obligations of you and Aetna, what the plan covers and how benefits are paid for that coverage. It is your responsibility to understand the terms and conditions in this Booklet-Certificate. Your Booklet-Certificate includes the Schedule of Benefits and any amendments or riders.

If you become insured, this Booklet-Certificate becomes your Certificate of Coverage under the Group Insurance Policy, and it replaces and supersedes all certificates describing similar coverage that Aetna previously issued to you.

Group Policyholder:

Pilkington North America, Inc.

Group Policy Number:

GP-725127-GI

Effective Date:

November 1, 2012

Issue Date:

January 12, 2013

Booklet-Certificate Number:

5-CTGRP

Mark T. Bertolini

Chairman, Chief Executive Officer and President

Aetna Life Insurance Company (A Stock Company)

Important Information Regarding Availability of Coverage (GR-9N 02-005 02-CT)

No benefits are covered under this Booklet-Certificate in the absence of payment of current premiums subject to the Grace Period and the Premium section of the Group Insurance Policy.

Unless specifically provided in any applicable termination provision described in this *Booklet-Certificate* or under the terms of the *Group Insurance Policy*, the plan does not pay benefits for the loss of life or an accident incurred before coverage starts under this plan.

This plan will also not pay any benefits for any losses that start after coverage ends.

Benefits may be modified during the term of this plan as specifically provided under the terms of the *Group Insurance Policy* or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or elimination of benefits) apply to any losses that start on or after the effective date of the plan modification. There is no vested right to receive any benefits described in the *Group Insurance Policy* or in this *Booklet-Certificate* beyond the date of termination or renewal if the loss or accident happens on or after the effective date of the plan modification, but prior to your receipt of amended plan documents.

Coverage for You (GR-9N-02-005-01 CT)

Life Insurance Coverage (GR-9N-02-015-01)

A benefit is payable if you lose your life while coverage is in effect. Please refer to the *Life Insurance* section for more details about covered losses.

Accidental Death and Personal Loss Coverage (GR-9N-02-015-01)

A benefit is payable for certain losses if both of the following occur while your coverage is in effect:

- You are involved in an accident; and
- You suffer a bodily injury as a direct result of the accident.

Please refer to the Accidental Death and Personal Loss section for more details about covered losses.

Eligibility, Enrollment and Effective Date of Your Coverage

(GR-9N-29-005-02)

Who Can Be Covered

How and When to Enroll

When Your Coverage Begins

Throughout this section you will find information on who can be covered under the plan, how to enroll and what to do when there is a change in your life that affects coverage. In this section, "you", "your" and "yours" means the employee to whom this *Booklet-Certificate* is issued and whose insurance is in force under the terms of this group insurance policy.

Who Can Be Covered

Your employer determines the criteria that are used to define the eligible class for coverage under this plan. Such criteria are based solely upon the conditions related to your employment. Aetna will rely upon the representation of the employer as to your eligibility for coverage under this plan and as to any fact concerning such eligibility.

Employees

You are eligible for coverage under this plan if you are actively at work and:

- You are in an eligible class, as defined below;
- You have completed any probationary period required by the policyholder; and
- You have reached your eligibility date.

Determining if You Are in an Eligible Class (GR-9N-29-005-02)

You are in an eligible class if:

- You are a regular full-time employee, as defined by your employer; and
- You are a member of a collective bargaining unit with which your employer has entered into a collective bargaining agreement; and
- You are a member in good standing of Local Lathrop, Ottawa and Rossford unions.

In addition, to be in an eligible class you must be scheduled to work on a regular basis at least 30 hours per week during your Employer's work week.

Eligibility for Life Insurance if Permanently and Totally Disabled (GR-9N 29-005-04)

You may remain eligible for Life Insurance coverage, subject to change or termination as provided elsewhere in the group contract, if your Employer determines that you have become permanently and totally disabled, if the total disability starts:

- while you are insured; and
- on or after the date this subsection applies to you; and
- before you retire; and
- your employer continues premium payments for this coverage.

This eligibility ceases the date your Employer determines that you are no longer permanently and totally disabled.

Report a disease or injury to your Employer as soon as you can. Your Employer will help you determine if you qualify.

Probationary Period (GR-9N-29-005-02)

Once you enter an eligible class, you will need to complete the probationary period before your coverage under this plan begins.

Determining When You Become Eligible

You become eligible for the plan on your eligibility date, which is determined as follows.

On the Effective Date of the Plan

If you are in an eligible class on the effective date of this plan, your coverage eligibility date is the effective date of the plan.

After the Effective Date of the Plan

If you are hired or enter an eligible class after the effective date of this plan, your coverage eligibility date is the first day of the month or next following the date you complete 3 months of continuous service with your employer. This is defined as the probationary period. If you had already satisfied the probationary period before you entered the eligible class, your coverage eligibility date is the date you enter the eligible class.

How and When to Enroll (GR-9N 29-015-02)

Enrollment

You will be provided with plan benefit and enrollment information when you first become eligible to enroll. You will need to enroll in a manner determined by Aetna and your employer. To complete the enrollment process, you will need to provide all requested information including any evidence of good health. You will also need to agree to make required contributions for any contributory coverage. Your employer will determine the amount of your plan contributions, and will advise you of the required amount. Your contributions will be deducted from your pay. Remember plan contributions are subject to change.

You will need to enroll within 31 days of your eligibility date.

Evidence of Good Health (GR-9N 29-015-02)

You must provide evidence of good health that is satisfactory to Aetna if:

You request to enroll more than 31 days after your eligibility date.

If you are required to submit evidence of good health, you must:

- Complete and sign a health and medical history form provided by Aetna;
- Submit to a medical examination, if requested;
- Provide any additional information that Aetna may require including attending physician's statements; and
- Furnish all such evidence at your own expense.

When Your Coverage Begins GR-9N-29-025-01 CT)

Your Effective Date of Coverage

Your coverage takes effect on the later of:

- The date you are eligible for coverage; and
- The date you return your completed enrollment information; and
- The date any required evidence of good health is approved by Aetna; and
- The date your required contribution is received by Aetna.

Active Work Rule: If you happen to be ill or injured and away from work on the date your coverage would take effect, the coverage will not take effect until you return to full-time work for one full day. This rule also applies to an increase in your coverage.

Your Life Insurance Plan

(GR-9N 03-005 01)

Naming Your Beneficiary
Benefit Payments
Changing Your Elections

Life insurance is an important component of your financial planning. The Life Insurance Plan pays a benefit to your beneficiary if you die while covered by the plan. Refer to the *Schedule of Life Insurance Benefits* for information about the plan's benefit. This section will help you understand the following:

- Naming a Beneficiary
- Payment of Benefits
- How to convert your coverage, and
- How to change coverage amounts

How the Plan Works (GR-9N 03-005 01)

Naming Your Beneficiary

(This beneficiary provision also applies if you die and are covered for Accidental Death and Personal Loss Coverage.)

A beneficiary is the person you designate to receive life benefits if you should die while you are covered. You may name anyone you wish as your beneficiary. You may name more than one beneficiary. You will need to complete a beneficiary designation form, which you can get from your employer.

If you name more than one primary beneficiary, the life insurance benefits will be paid out equally unless you stipulate otherwise on the form. If you name more than one primary beneficiary and the amount or percentage of the payment to your primary beneficiaries does not equal 100% of your life insurance amount, the difference will be paid equally to your named primary beneficiaries.

You may change your beneficiary choice at any time by completing a new beneficiary designation form. Send the completed form to your employer or to Aetna. The beneficiary change will be effective on the date you sign a new beneficiary designation form.

Prior to your death, you are the only person who can name or change your beneficiary. No other person may change your beneficiary on your behalf, including, but not limited to, any agent under power of attorney, whether durable or non-durable, or other power of appointment.

Aetna pays life insurance benefits in accordance with the beneficiary designation it has on record. Any payment made before Aetna receives your request for a beneficiary change will be made to your previously designated beneficiary. Aetna will be fully discharged of its duties as to any payment made, if the payment is made before Aetna receives notification of a change in beneficiary.

If Your Beneficiary Dies Before You

If one of your named primary beneficiaries dies before you, his or her share will be payable in equal shares to any other named primary beneficiaries who survive you. If you have named a contingent beneficiary, your contingent beneficiary will only be paid if all primary beneficiaries die before you.

If you have not named a primary or contingent beneficiary, or if the person you have named dies before you, payment will be made as follows to those who survive you:

- Your spouse, if any.
- If there is no spouse, in equal shares to your children.

- If there is no spouse; or you have no children, to your parents, equally or to the survivor.
- If there is no spouse; or you have no children, or parents, in equal shares to your brothers and sisters.
- If none of the above survives, to your executors or administrators.

If Your Beneficiary Is a Minor

The method of payment will differ if your beneficiary is:

- A minor; or
- Legally unable to give a valid release for payment of any Life Insurance benefit, in Aetna's opinion.

Aetna will issue (as permitted by applicable state law) the life insurance payment to:

- The guardian of your beneficiary's estate; or
- The custodian of the beneficiary's estate under the Uniform Transfer to Minors Act; or
- An adult caretaker/legal guardian.

Aetna will be fully discharged of its duties as to the extent of the payment made. Aetna is not responsible for how the payment is used.

Conversion Benefit (GR-9N 03-010 01)

A life conversion option may be available without a medical exam if you apply for it within 31 days of your loss of eligibility under the plan. For more information about the conversion provision, refer to the *Conversion* section.

Accelerated Death Benefit (GR-9N 03-075 02-CT)

The plan's Accelerated Death Benefit feature allows you to receive a partial life insurance benefit if you have a qualifying event.

A "qualifying event" means:

a medically determinable condition suffered by the insured which can be expected to result in death in a relatively short period of time, such as **ADB months** and may include, but is not limited to, coronary artery disease, myocardial infarction, stroke, kidney failure or liver disease; or

a medical condition which would, in the absence of extensive or extraordinary medical treatment, result in death in a relatively short period of time, such as ADB months; or

a medically determinable condition suffered by the insured which has caused the insured to be confined for at least 6 months in an institution which provides necessary care or treatment of an injury, illness or loss of functional capacity rendered by a certified or licensed health care provider in a setting other than an acute care **hospital**, and it has been medically determined that such insured is expected to remain confined in such institution until death.

Important Reminder

You cannot request an Accelerated Death Benefit payment if you have assigned your life insurance benefits.

The Amount of Accelerated Death Benefit

You can request up to the Accelerated Death Benefit percentage of the life insurance that is currently in effect for you. The amount you request cannot be:

Less than the greater of:

Your life insurance benefit amount; and The Accelerated Death Benefit minimum; or More than the Accelerated Death Benefit maximum.

You may request and receive an Accelerated Death Benefit under this plan only once on your own behalf.

GR-9N 7 ′

Requesting an Accelerated Death Benefit (CR-9N 03-080 02-CT)

To request the Accelerated Death Benefit, you must complete and submit a request form to Aetna. The request form must include:

- A statement of the amount requested; and
- A physician's statement verifying that you are terminally ill, and providing the following information:
 - o All medical test results;
 - o Laboratory reports; and
 - o All supporting documentation and information on which the physician's statement is based.

Submit the form to Aetna.

Aetna May Refuse Your Accelerated Death Benefit Request:

Aetna may stop processing your Accelerated Death Benefit request or refuse your Accelerated Death Benefit request

The group policy terminates coverage for your eligible class before **Aetna** approves your Accelerated Death Benefit request (even if all or part of your life insurance coverage continues for any reason);

All of your life insurance coverage terminates under the group policy for any reason before Aetna approves your Accelerated Death Benefit request; or

You die before Aetna issues the Accelerated Death Benefit payment.

Accelerated Death Benefit Payment (GR-9N 03-085 02-CT)

If your request is approved, Aetna will pay you the Accelerated Death Benefit in a lump sum. The amount will be reduced by interest charges that would have accrued on the requested amount.

The interest charge is equal to the sum of daily interest that would have accrued on that amount during the Accelerated Death Benefit months that follow your request for an Accelerated Death Benefit payment.

Important Reminder

The interest rate used to calculate the interest charge will not exceed 8%.

Effect of an Accelerated Death Benefit Payment on:

Your Life Insurance Benefit

The amount of life insurance covering you will be reduced by the amount of the Accelerated Death Benefit payment, plus the interest charges.

Life Conversion

An Accelerated Death Benefit payment affects the amount of life insurance you are eligible to convert to an individual policy. The converted amount will be limited to the reduced amount of life insurance after the Accelerated Death Benefit payment.

Refer to the Converting to an Individual Life Insurance Policy section for more information about the conversion privilege.

Claims of Creditors (GR.9N 03-090 01)

To the extent allowed by law:

Your Accelerated Death Benefit payment is exempt from any legal or equitable process for your debts; and You are not required to request an Accelerated Death Benefit in order to satisfy claims of creditors.

Tax Consequences

You may wish to carefully consider the tax consequences of requesting an Accelerated Death Benefit. Consult your counsel or tax advisor before proceeding with the request.

Important Reminder

While Aetna cannot offer you or your employer legal or tax advice, you should consult with your tax advisor before you request an Accelerated Death Benefit since the amount of the Accelerated Death Benefit you receive may be subject to income taxes upon receipt of the Accelerated Death Benefit payment.

Employee Life Suicide Exclusion (GR-9N-03-095 01)

The plan will not pay a Supplemental Life Insurance benefit if:

you die by suicide, while sane or insane, or from an intentionally self-inflicted injury, within two years from the effective date of your coverage.

If your death occurs after two years of the effective date of your coverage, but within two years of the date that any increase in coverage becomes effective, no death benefit will be payable for any such increased amount.

Life Insurance Portability (GR.9N 31-045 01)

Life Insurance coverage for which you pay the total cost, may be continued if coverage under the group plan ends because:

- you stop employment; or
- you are no longer in a class that is eligible for coverage.

Eligibility Criteria

You may elect to continue life insurance coverage under this provision if:

The amount of your life insurance is at least \$5,000.

You may not elect to continue any life insurance coverage under this provision if:

- you are older than age 98;
- you are ill or injured and away from work on the date your coverage stops under this plan;
- coverage under the group policy is canceled and replaced by like coverage under another policy;
- coverage under the group policy is canceled because your employer has gone out of business; and
- coverage has been converted to an individual life policy in accordance with the plan's conversion privilege.

The Life Insurance Conversion provision does not apply to any amount of your life insurance for which you elect coverage under this provision. It may be available for:

- any amount of your life insurance to which the terms of this provision do not apply;
- any amount of your life insurance to which the terms of this provision apply, but for which you do not elect coverage under this provision; or
- any amount of your life insurance in force under this provision that stops because of age.

Electing Coverage

You must submit a written request within 31 days after your life insurance coverage under the group plan ends.

To do so you must:

- Obtain a portability request form from your employer and complete it.
- Submit the first premiums due with the completed request form to Aetna.

Portability Effective Date

Life insurance coverage under this provision will become effective at the end of the 31-day election period if you have completed a portability request form and submitted the first premium.

Your effective date of coverage under the portability feature is called your portability date.

Features of the Portable Life Insurance

All of the terms and conditions of the group life insurance will apply under the portability provision, except where noted.

| Maximum Amount | You |
|--|-----------|
| The maximum amount will be the "lesser of" the | \$500,000 |
| amount of insurance when coverage ends and | |

At time of application, you can elect a smaller amount of life insurance for yourself, as long as the amount is:

- Available under the group plan for your employment classification;
- Permitted by any applicable law.

Age Reductions

The amount of your life insurance in force reduces over time due to age. It will never decrease below \$5,000. The following Age Reduction Chart illustrates the reduction(s).

| Effective Date | Reduction Amount |
|--------------------------------|-----------------------------------|
| January first following age 65 | 35% of original amount or \$5,000 |
| January first following age 70 | 60% of original amount or \$5,000 |
| January first following age 75 | 75% of original amount or \$5,000 |

When you continue your life insurance coverage under this provision and your age is 65 years or older, the life insurance benefit amount will be limited to the reduction amount shown in the above Chart.

The conversion privilege does not apply to any amount of life insurance for which you elect coverage under this provision. However, the conversion privilege may be available for:

- Any amount of life insurance to which the terms of this portability provision do not apply;
- Any amount of life insurance to which the terms of this portability provision apply, but for which you do not elect coverage under this provision;
- Any amount of life insurance in force under this provision that ceases because of age.

Accidental Death Benefit

The plan will also pay an accidental death benefit if you die before age 70 while your life insurance is in force under the portability provision.

The accidental death benefit is in addition to the life insurance benefit payable under the portability provision and is only payable if you have elected to be covered for the accidental death benefit.

Aetna must receive proof that death:

- Was a direct result of a bodily injury suffered in an accident; and
- Occurred within 365 days after the accident and while this plan was in force.

Limits

Not all events, which may be ruled as "accidental", are covered by this Plan. Refer to the Exclusions that Apply to Accidental Death and Personal Loss Coverage section of this Booklet-Certificate for a list of exclusions that apply to this provision.

Accelerated Death Benefit

The accelerated death benefit provision, if included in the life plan, does not apply to life insurance in force under this portability provision.

Premium and Billing Charges

Your premiums for fully contributory coverage under this provision will change on your portability date, and on each subsequent January 1.

Premiums for coverage under this provision will be paid directly to Aetna.

The premium rate will include a fee for the direct billing services **Aetna** provides. The fee for direct billing may change, but not more than once a year.

Termination of Coverage

Your life insurance coverage under this provision will end on the first to occur of:

- 31 days following the date the required premium contribution for the coverage is due and not paid.
- The date of your death.
- The first anniversary of your Portability Effective Date following the date you reach age 99.

Your Accidental Death and Personal Loss Coverage

(GR-9N-04-005-01)

Covered Losses

Accident Benefits Payable

Additional Benefits

Accidental Death and Personal Loss Coverage (ADPL) covers losses you suffer solely and as a direct result of an accidental bodily injury that occurs while covered by the plan. Benefits are payable to your beneficiary if you die, or to you if you suffer any other covered loss in an accident.

Refer to the Schedule of Benefits for additional information about your ADPL benefits.

How the Plan Works (GR-9N-04-005-01)

Covered Losses

The plan covers a loss you suffer solely and as a direct result of bodily injury that happens while you are covered by the plan. The loss must be caused directly, and apart from any other cause, by that bodily injury within 365 days after the accident.

Loss means:

- Loss of life.
- Loss of a hand by actual and permanent severance at or above the wrist joint.
- Loss of a foot by actual and permanent severance at or above the ankle joint.
- Complete and irrecoverable loss of sight in the eye.
- Total and permanent loss of speech or hearing in both ears.
- Loss of the thumb and index finger of the same hand by actual and permanent severance at or above the metacarpophalangeal joint of both fingers.

Loss of speech or hearing is considered permanent if it has lasted for 12 months in a row; unless the attending physician states otherwise.

Loss Due to Paralysis

The plan pays a benefit if you are paralyzed solely and as a direct result of an accidental bodily **injury** that happens while covered by the plan. The paralysis must:

- Be caused directly and solely by the bodily injury;
- Be complete and irrecoverable; and
- Begin within 30 days of the accident.

The following forms of paralysis are covered by the plan:

- Quadriplegia: paralysis of both upper and lower limbs.
- Paraplegia: paralysis of both lower limbs.
- Hemiplegia: paralysis of the upper and lower limbs on one side of the body.
- Uniplegia: paralysis of one limb.

A limb means the entire arm or leg.

Exposure

Loss of life caused by exposure to natural or chemical elements will be treated as accidental if the exposure was a direct result of an accident.

Disappearance

The plan will pay an accidental death benefit if your body is not found, and no contrary evidence about the circumstances of your disappearance arises, within one year of the accidental disappearance, sinking, or wrecking of a conveyance you occupied.

Accidental Death and Personal Loss Benefit Payable (GR-9N-0+015-01)

If you die, or suffer a covered loss solely and as a direct result of a bodily injury within 365 days of the date of the accident causing the injury, the plan will pay a benefit. The benefit is expressed as a percentage of the principal sum. The principal sum is the full benefit payable by the plan. The following table defines the benefit payable for each type of loss.

| Covered Loss | Percentage of the Principal Sum Paid By the Plan |
|--|--|
| Loss of Life -including exposure and presumed disappearance. | 100% |
| Loss of both feet, both hands, or the sight in both eyes | 100% |
| Loss of both speech and hearing in both ears | 100% |
| Loss of one hand, one foot or the sight in one eye | 50% |
| Loss of speech or hearing in both ears | 50% |
| Loss of thumb and index finger of the same hand | 25% |

Paralysis

If you are paralyzed solely and as a direct result of a bodily injury, and the paralysis begins within 30 days of the injury, the plan will pay a benefit. The benefit is expressed as a percentage of the principal sum, as shown in the following table:

| Covered Loss | Percentage of the Principal Sum Paid By the Plan |
|--------------------------|--|
| Quadriplegia | 100% |
| Paraplegia or hemiplegia | 50% |
| Uniplegia | 25% |

Payment of Benefits

The plan will pay all the benefits, except for loss of life, to you. The benefit for the loss of life will be paid to the beneficiary you named.

Maximum Benefit

The plan will pay up to the principal sum for all losses (including paralysis and coma), that result from one accident, except as may be provided under Additional Benefits Under the Accidental Death and Personal Loss Plan.

Coma Benefit (GR-9N-04-010-01)

The plan will pay a monthly benefit if you suffer a bodily injury and are in a coma solely and as a direct result of an accident, if all of the following occur while covered by the plan:

The bodily injury is caused by a covered accident; and You become comatose within 30 days after the accident; and The coma is the direct result of your accident; and You remain continually comatose for at least 30 days in a row.

Written proof that you are in a coma must be provided to Aetna within 60 days after the date you become comatose.

When Monthly Coma Benefits Start

The first monthly benefit will be payable on the first day of the month following the date you have been in a coma for at least 30 days.

Monthly Coma Benefit

The plan will pay a monthly benefit equal to:

Your principal sum; minus

Any other ADPL payment the plan makes or may make for injuries resulting from the same accident; times the coma benefit percentage.

Important Note

Your principal sum is the maximum payable for all the losses resulting from the same accident.

The monthly benefit is payable for 11 months. After you have been continually **comatose** for 12 months, the plan will pay the remainder of the principal sum.

If the monthly payments are less than \$20 each, the payments will be paid in one lump sum on the first day of the month following the date you, have been continually **comatose** for 12 months.

Aetna has the right to require proof that the coma continues. Aetna may, at its own expense, examine you while comatose. Aetna will not request an exam or proof more than twice in a 12-month period.

When Coma Benefits End

The monthly benefit is payable as long as the coma continues, until the earliest of the following occurs:

You are no longer in a coma because you have died or recovered, or your condition has changed, as certified by a physician;

Aetna requests an exam, and it is not performed, or the results are not given to Aetna;

Aetna is not given proof that the coma continues; or

The plan pays your principal sum in full.

Additional Information

The plan will not pay a coma benefit if:

No named beneficiary survives you; or

No beneficiary has been named;

No immediate family member to whom the benefit may be paid, at Aetna's discretion, survives you. Immediate family members include: your spouse, your children, your parents, and your brothers and sisters; and No guardian of the estate or conservator of the estate has been appointed.

| Covered Loss | Percentage of the Principal Sum Paid By the Plan |
|---|--|
| Coma | 5% of your principal sum per month payable for up to |
| | 11 months in a row |
| *************************************** | 45% of your principal sum if still comatose in month |
| | 12 |

Third Degree Burn Benefit (GR-9N-04-110-01)

The plan will pay a third degree burn benefit if:

You suffer third degree burns solely and as a direct result of an accident covered by this plan; and The accident occurs while you are covered by the plan.

Third Degree Burn Benefit Payable

The benefit payable is based on the principal sum and the extent of the burns.

| If the Third Degree Burn Covers: | the benefit payable is: |
|----------------------------------|----------------------------|
| 75% or more of your body | 100% of your principal sum |
| 50%-74% of your body | 50% of your principal sum |

Proof of the nature and extent of the burns must be submitted to Aetna.

Important Note

The principal sum is the maximum payable for all losses occurring to one person as the result of the same accident.

If you later die as the result of the same accident, the ADPL Plan death benefit will be:

Your principal sum, minus

Any amount already paid by the plan for the same accident.

Total Disability Death Benefit (GR-9N 04-020 02-CT)

The plan will pay a benefit equal to the principal sum if you become totally disabled solely and as a direct result of a bodily injury, and:

You remain continuously disabled from the date of the accident until your death; and

You die while you are covered by the plan.

Important Note

For purposes of this benefit provision, you are totally disabled if:

You are not able to work at your own job;

You are not able to work at any other job for pay or profit which you are suited to perform by reason of education, training or experience; and

You are under age 60 at the time of the accident.

Aetna must be notified of your death within 12 months of the date of your death. The payment will be issued to your beneficiary. The amount of the payment will be reduced by any other ADPL payment the plan makes for the same accident.

Additional Benefits Under the Accidental Death and Personal Loss Plan (GR-9N 04-025 01)

This section describes additional losses that may be covered by the ADPL plan if the losses are solely and as a direct result of an accident. You must be covered by the plan at the time of the accident that causes the loss and the loss must occur within 365 days of the accident.

Passenger Restraint and Airbag Benefit (GR-9N 04-025 01)

The plan will pay a passenger restraint benefit if:

You are the driver of, or a passenger in, a motor vehicle; and

The motor vehicle is involved in an accident; and

You die as a direct result of the motor vehicle accident; and

Death occurs within 365 days of the accident; and

You were properly using a passenger restraint at the time of the accident; and The driver of the car had a valid motor vehicle license at the time of the accident.

The plan will also pay an airbag benefit if:

An airbag is activated as the result of the same motor vehicle accident; and The airbag system does not save the life of the person it was designed to protect.

The plan will pay the airbag benefit only if you are properly using a passenger restraint at the time of the accident.

Benefit Payable

The benefit payable depends on whether you were using a passenger restraint properly at the time of the accident and whether the airbag deployed:

| At the time of the accident, if you: | and the Airbag | the plan will pay: |
|---|-----------------|--|
| Used the passenger restraint properly, | Deployed, | Passenger restraint benefit; and Airbag benefit. |
| Used the passenger restraint properly, | Did not deploy, | Passenger restraint benefit. |
| Did not use the passenger restraint properly, | Deployed, | No benefit. |
| Did not use the passenger restraint properly, | Did not deploy | No benefit. |

Aetna must receive verification that:

You were using the passenger restraint system at the time of the accident; and For the airbag benefit, the airbag system was activated by the accident.

The verification must be part of the official accident report or certified, in writing, by the investigating officer(s).

Refer to the Schedule of Benefits for the benefit payable.

Education Benefit (GR-9N-04-030-01)

The education benefit will help provide for your child's education and give your surviving spouse financial help for the cost of employment training if you die as the result of an accident.

The plan will pay an education benefit if:

- You die solely and as a direct result of an accident; and
- Your death occurs within 365 days of the accident.

Education Benefit for Your Dependent Children

Eligible Dependent Children

Your dependent child must meet all the following requirements to be eligible for educational benefits:

- The child is your unmarried:
 - Biological child;
 - Adopted child;
 - Stepchild; or
 - Any other child you support that lives with you in a parent-child relationship;
- The child:
 - Is attending school (school means kindergarten through the 12th grade of high school), or
 - Is past the 12th grade, but under the age of 23; and

- Is attending college or trade school on a full time basis at the time of your death; or
- Enrolls in college or trade school on a full-time basis within 365 days after the claim has been approved.

Educational Benefit Payable

The benefit payable is expressed as a percentage of your principal sum if you die.

Refer to the Schedule of Benefits for the benefit payable.

The first payment will be made when:

- Your ADPL benefit is paid; and
- Aetna receives written proof that the dependent child is attending school as defined above.
- Subsequent education benefit payments will be made in annual installments, for up to three more years. The payment will be issued on the anniversary of the payment as long as your dependent child remains in school as defined above.

Aetna will issue payment directly to a dependent child who has reached the age of majority. For a minor child or a child who, in Aetna's opinion, is legally unable to give a valid release for the payment of any life insurance benefit, Aetna will issue payment to:

- The guardian of the estate of the minor;
- The custodian under the Uniform Transfer to Minor's Act; or
- The adult caretaker/legal guardian, as permitted under State law.

When Education Benefits End for a Dependent Child

The plan will pay the benefits until the earliest of the following occurs:

- Four years from the date of your death;
- The date your child no longer qualifies as a dependent child; or
- 30 days from the date that Aetna requests satisfactory written proof that the child continues to qualify as a dependent child, and that proof is not given to Aetna.

Education Benefit for Your Surviving Spouse

The plan will pay an educational benefit to your surviving spouse who, as the result of your death, enrolls in an employment training program to obtain or supplement an independent source of income.

The education benefit will be paid to your surviving spouse, regardless of who is named as beneficiary for your life insurance.

Education Benefit Payable

Refer to the Schedule of Benefits for the benefit payable.

The first payment will be made when:

- Your ADPL death is paid; and
- Aetna receives written proof within 365 days after the claim has been approved that your spouse is enrolled in an employment training program.

Subsequent education benefit payments will be made in annual installments, for up to three more years. The payment will be issued on the anniversary of the first payment, as long as your spouse remains enrolled in an employment training program.

When Education Benefits End For Your Spouse

The plan will pay benefits until the earliest of the following occurs:

- Four years from the date of your death; or
- 30 days from the date that Aetna requests satisfactory written proof that your spouse is enrolled in an employment training program and that proof is not given to Aetna.

Child Care Benefit (GR-9N-04-035-01)

The plan will pay child care benefit for each eligible dependent child if:

- You die solely and as a direct result of an accident; and
- Your death occurs within 365 days of the accident.

Eligible Dependents

Your dependent child must meet all of the following requirements to be eligible for child care benefits:

- The child is your:
 - Biological child;
 - Adopted child;
 - Stepchild; or
 - Any other child you support that lives with you in a parent-child relationship;
- The child is under the age of 13; and
- The child:
 - Is enrolled in a legally licensed day care center on the date of the accident; or
 - Is subsequently enrolled in a legally licensed day care center within 90 calendar days after the date the claim is approved.

Child Care Benefit Payable

The benefit payable is expressed as a percentage of your principal sum if you die.

Refer to the Schedule of Benefits for the benefit payable.

Important Note

If both you and your spouse die because of the same accident, the plan will pay a single child care benefit, based on your principal sum.

The first payment will be made when your ADPL benefit is paid. Aetna must receive written proof that the dependent child is enrolled in a legally licensed child care center.

Subsequent child care benefit payments will be made in annual installments, for up to three years. The payment will be issued on the anniversary of the first payment, as long as your dependent child remains enrolled in a **legally licensed** child care center.

Aetna will issue payment to:

- The guardian of the estate of the minor;
- The custodian under the Uniform Transfer to Minors Act; or
- The adult caretaker/legal guardian, as permitted under state law.

When Child Care Benefits End for a Dependent Child

The plan will continue to pay benefits until the earliest of the following occurs:

- Four years from the date of your death;
- The date your child no longer qualifies as a dependent child; or
- 30 days from the date that Aetna requests satisfactory written proof that the child continues to qualify as a dependent child, and that proof is not given to Aetna.

Repatriation of Remains (GR-9N 04-040 01)

The plan pays a benefit for the preparation and transportation of your body to a mortuary if you die more than 200 miles from your principal place of residence.

The repatriation of remains benefit is payable if:

You die solely and as a direct result of an accident by this plan; Your death occurs within 365 days of the accident; The accident occurs outside a 200 mile radius from your principal place of residence; and An ADPL death benefit is payable.

Refer to the Schedule of Benefits for the benefit payable.

Exclusions That Apply to Accidental Death and Personal Loss (GR-9N 28-005-02-CI)

Not all events which may be ruled accidental are covered by this plan. No benefits are payable for a loss caused or contributed to by:

- Air or space travel. This does not apply if a person is a passenger, with no duties at all, on an aircraft being used only to carry passengers (with or without cargo.)
- Bodily or mental infirmity.
- Commission of or attempting to commit a criminal act.
- Illness, ptomaine or bacterial infection.*
- Inhalation of poisonous gases.
- Intended or accidental contact with nuclear or atomic energy by explosion and/or release.
- Intentionally self-inflicted injury.
- Medical or surgical treatment*.
- 3rd degree burns resulting from sunburn.
- Use of alcohol.
- The voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Act of 1970, as amended, except as prescribed by a physician.
- Use of alcohol while operating any form of a motor vehicle whether or not registered for land, air or water use. A motor vehicle accident will be deemed to be caused by the use of alcohol if it is determined that at the time of the accident you or your covered dependent were:
 - Operating the motor vehicle while under the influence of alcohol is a level which meets or exceeds the level at which intoxication would be presumed under the laws of the state where the accident occurred. If the accident occurs outside of the United States, intoxication will be presumed if the person's blood alcohol level meets or exceeds .08 grams per deciliter.
 - Operating the motor vehicle while under the influence of an over the counter medication taken in an amount above the dosage instructions.
- Suicide or attempted suicide (while sane or insane).
- War or any act of war (declared or not declared).

*These do not apply if the loss is caused by:

- An infection which results directly from the injury.
- Surgery needed because of the injury.

The injury must not be one which is excluded by the terms of this section.

Changes to Your Coverage Amounts (GR-9N-03-015-03)

The amount of your life insurance benefit and accidental death and personal loss principal sum depends on a variety of factors, including your earnings, employment status, and employee class. Your benefit level may change as the result of a change in one or more of these factors.

(With respect to Supplemental Life)

Changes in Contributory Coverage

A change in your rate of earnings, employment status or employee class may change the amount of your life insurance or accidental death and personal loss coverage. A reduction in your coverage will be effective on:

The date you request a change in your life insurance and accidental death and personal loss coverage; or The date your earnings, status or class changes for all other coverage.

An increase in your insurance coverage will be effective on the date your earnings, status or classification changes. If you are not actively at work on the date of the change, the increase in any coverage will be postponed until you return to active work for one full day.

You have the right to refuse an increase in life insurance or accidental death and personal loss coverage. You must make this request within 31 days of the date the change would have become effective.

Important Reminder

If you refuse an increase in life insurance or accidental death and personal loss coverage, future changes in your earnings, status or class will not increase your coverage, unless Aetna gives written consent.

A retroactive change in your rate of earnings, status or classification will not change your coverage retroactively. Any resulting change in coverage will be effective on the date **Aetna** receives notice of the change, or as otherwise agreed upon between **Aetna** and your employer.

The rules described above do not apply to reductions due to age or retirement. For more information, please refer to When Life and Accidental Death and Personal Loss Insurance Amounts Are Reduced sections.

Changes in Benefit Level

If a change in benefit level increases or decreases your insurance coverage, your new coverage amounts will be effective on the date of the change. If you are not actively at work on the date of the change, the increase in any coverage will be postponed until you return to active work for one full day.

You have the right to refuse an increase in life insurance or accidental death and personal loss coverage. You must make this request within 31 days of the date the change would have become effective.

Important Reminder

If you later decide to elect the increase (or any future increase) in life insurance or accidental death and personal loss, the change will be effective on the date **Aetna** gives written consent.

Changing Your Elections

You must provide Aetna with evidence of good health if:

You did not enroll for supplemental life insurance when you first became eligible, and now want to enroll; or You would like to increase the amount of your supplemental life insurance, except as described in the Evidence Requirements section of your *Schedule of Benefits*.

Your enrollment or increase in supplemental life insurance will be effective on the date Aetna approves your evidence of good health.

Important Reminder

Aetna may require you to undergo a health exam at your own expense to verify your good health.

(With respect to Basic Life)

Changes in Non-Contributory Coverage (GR-9N 03-020 03)

An increase or decrease in the amount of your coverage as the result of a change in your rate of earnings, employment status, employee class, or benefit level will become effective on the date the change occurs as long as you are actively at work. If you are not actively at work on the date of the change, any increase will be postponed until you return to active work for one full day.

A retroactive change in your rate of earnings, status or classification will not change your coverage retroactively. Any resulting change in coverage will be effective on the date **Aetna** receives notice of the change, or as otherwise agreed upon between **Aetna** and your employer.

These rules do not apply to reductions in your coverage due to age or retirement. For more information, please refer to When Life and Accidental Death and Personal Loss Insurance Amounts Are Reduced section.

When Accidental Death and Personal Loss Insurance Coverage Amounts are Reduced (GR-9N 03-025 01)

Age Reduction Rules

Accidental death and personal loss coverage amounts will be reduced at age 70, then continue to reduce according to the schedule below.

| If You Are Age: | Your Insurance Amounts Will Be: |
|-----------------|---|
| 70 | 80% of your life and accidental death and personal loss coverage amount |
| 75 | 55% of your life and accidental death and personal loss coverage amount |
| 80 | 35% of your life and accidental death and personal loss coverage amount |
| 85 and over | 20% of your life and accidental death and personal loss coverage amount |

Reductions are based on the amount of life insurance and accidental death and personal loss principal sum coverage amounts in force on the day prior to the first day of the month in which you attain age 70.

The reduction will take effect on the first day of the calendar month in which you attain the limiting age.

If you become eligible for coverage after you reach age 70, your amount of life insurance and accidental death and personal loss coverage will be figured by multiplying:

The amount of insurance you would have been eligible for prior to age 70; times The applicable percentage, based on your current age, as shown in the above schedule.

When You Retire (GR-9N 03-025 03)

Your accidental death and personal loss coverage ends when you retire, however as to your life insurance coverage, you may be eligible to remain covered for life insurance as a retiree as determined by your Employer. Your Employer will let you know if you qualify. If you qualify, you will have 45 days to elect any coverage which requires you to make contributions. Your coverage amount is subject to change or termination in accordance with the terms of the group contract.

When Coverage Ends For Employees (GR-9N 30-005 02-CI)

Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;
- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer; or
- Your employment stops for any reason, including job elimination or being placed on severance. This will be either the date you stop active work, or the day before the first premium due date that occurs after you stop active work. However, if premium payments are made on your behalf, Aetna may deem your employment to continue, for purposes of remaining eligible for coverage under this Plan, as described below:
 - If you are not actively at work due to illness or injury, your coverage may continue until stopped by your employer, but not beyond 30 months from the start of the absence.
 - If you are not actively at work due to temporary lay-off or leave of absence, your coverage may continue until stopped by your employer, but not beyond 6 months from the start of the absence.
 - If you are eligible as a permanently and totally disabled employee, your coverage may be deemed to continue for Life Insurance while you remain eligible.

It is your employer's responsibility to let Aetna know when your employment ends. The limits above may be extended only if Aetna and your employer agree, in writing, to extend them. Upon cancellation or discontinuance of coverage under the Policy, the employer shall furnish each employee notice of such cancellation or discontinuation not less than 15 days proceeding the effective date of the cancellation or discontinuance.

Converting to an Individual Life Insurance Policy (CR-9N 31-030 01)

Eligibility

You may be eligible to apply for an individual life insurance policy, called a conversion policy, if the group plan coverage for you ends because:

- Your employment was terminated;
- You are no longer in an eligible class; or
- Your coverage amount has been reduced because of the group policy age, pension or retirement reductions.

In these circumstances, an application for conversion can be completed and submitted to Aetna without providing proof of good health.

When life insurance ends because that part of the group contract ends or because that part of the group contract discontinues as to your employee class, and your life insurance has been in force under the group contract for at least 5 years in a row, the amount in force less the amount of any group life insurance for which the person becomes eligible within 31 days of the date coverage ended may be converted to an individual policy. The maximum amount that can be converted by each person is \$10,000.

Features of the Conversion Policy

The amount of coverage in the conversion policy will be determined at the time of application. The policy will take into consideration:

- Your age,
- The group plan's policy value in force in the prior 5 year period and the current entitlement under the group plan,
- Aetna's available products at the time of application.

The converted policy may be any kind of individual policy then customarily being issued for the amount being converted and for your age (nearest birthday) on the date it will be issued. The provisions of the conversion policy may not be the same as the provisions of the group plan. The conversion policy may not be a term policy, may not include disability or other supplementary benefits, it may contain exclusions, or may have exclusions that are different from those in the group policy. Once your individual policy becomes effective it will replace the benefits and privileges of your former group plan.

Your Premiums and Payments

Aetna will set the premium cost for the converted policy at the customary rates in effect at the time the policy is issued. You will be responsible for making premium payments on a timely basis.

Electing Conversion

You will need to apply for an individual policy within 31 days after your group life insurance coverage ends or is reduced.

Your employer will provide you with a copy of the application for conversion of term life insurance, which features detailed instructions.

Submit your completed application along with the first premium payment to Aetna within 31 days after your insurance ends for the reasons stated above.

When an Individual Policy Becomes Effective

Your individual policy will become effective after Aetna has processed your completed application and premium payment. The individual policy will become effective at the end of the 31 day period described in the *Electing Conversion* section.

Impact of Death during Conversion Application Timeframe

If you die during the 31-day conversion period, and before the individual policy becomes effective, benefits to your beneficiary will be paid through your group plan. The amount payable is limited to the maximum amount that would have been converted to your individual policy. This limit will apply even if Aetna has not received a conversion application or the first premium payment for the individual policy.

General Provisions (GR-9N-32-005-02-CI)

Legal Action (GR-9N-32-005-03-CT)

The following information does not apply to Life Insurance.

No legal action can be brought to recover payment under any benefit after 3 years from the deadline for filing claims.

Aetna will not try to reduce or deny a benefit payment on the grounds that a condition existed before your coverage went into effect, if the loss occurs more than 2 years from the date coverage commenced. This will not apply to conditions excluded from coverage on the date of the loss.

Confidentiality

Information contained in your medical records and information received from any provider incident to the provider patient relationship shall be kept confidential in accordance with applicable law. Information may be used or disclosed by **Aetna** when necessary for the operation of the plan and administration of this Booklet-Certificate, or other activities, as permitted by applicable law. You can obtain a copy of **Aetna's** Notice of Information Practices at www.aetna.com.

Entire Contract - Changes

This Booklet-Certificate, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

Additional Provisions (GR-9N-32-005-01)

- You cannot receive multiple coverage under this plan because you are connected with more than one Policyholder.
- In the event of a misstatement of any fact affecting your coverage under this plan, the true facts will be used to determine the coverage in force.
- This document describes the main features of this plan. Additional provisions are described elsewhere in the group contract. If you have any questions about the terms of this plan or about the proper payment of benefits, contact your Policyholder or Aetna.
- Your Policyholder hopes to continue this plan indefinitely but, as with all group plans, this plan may be changed or discontinued with respect to your coverage.

(With respect to Basic Life)

Assignments (GR-9N-32-005-03-CT)

An assignment is the transfer of your rights under the group policy to a person you name. Aetna and your Policyholder must give written consent to the assignment.

To request assignment of your Life Insurance and Accidental Death and Personal Loss coverage you must complete an assignment form. Forms are available from your Policyholder. Send the completed form to Aetna for consent. You may wish to contact legal counsel prior to assigning your Life Insurance and Accidental Death and Personal Loss coverage rights. Neither your Policyholder nor Aetna guarantees or assumes any obligation concerning the sufficiency or validity of any assignment for purposes of your tax or estate planning.

Claims of Creditors

Life Insurance and Accidental Death and Personal Loss coverage benefit payments are exempt from legal or equitable process for your debts, where permitted by law. The exemption applies to the debts of your beneficiary, too.

(With respect to Supplemental Life)

Assignments (GR-9N-32-005-03-C1)

An assignment is the transfer of your rights under the group policy to a person you name. You may assign, as a gift, all ownership of your Life Insurance and Accidental Death and Personal Loss coverage. Aetna and your Policyholder must give written consent to the assignment.

To request assignment of your Life Insurance and Accidental Death and Personal Loss coverage you must complete an assignment form. Forms are available from your Policyholder. Send the completed form to Aetna for consent. You may wish to contact legal counsel prior to assigning your Life Insurance and Accidental Death and Personal Loss coverage rights. Neither your Policyholder nor Aetna guarantees or assumes any obligation concerning the sufficiency or validity of any assignment for purposes of your tax or estate planning.

Claims of Creditors

Life Insurance and Accidental Death and Personal Loss coverage benefit payments are exempt from legal or equitable process for your debts, where permitted by law. The exemption applies to the debts of your beneficiary, too.

Misstatements (GR-9N-32-005-02-CT) (GR-9N-32-005-03-C1)

If any fact as to the Policyholder or you is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or you shall be deemed representations and not warranties. No written statement made by you shall be used by **Aetna** in a contest unless a copy of the statement is or has been furnished to you or your beneficiary, or the person making the claim.

Aetna's failure to implement or insist upon compliance with any provision of this policy at any given time or times, shall not constitute a waiver of Aetna's right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

Incontestability (GR-9N-32-005-03-C1)

During the first two years that your insurance is in force, any statement that you have made may be used by Aetna in contesting the validity of that coverage. This also applies to any increase in your coverage for the two years that follow the effective date of that increase, if Evidence of Good Health was required in order for the increase to take effect.

Once coverage (including any increases in coverage) has been continuously in effect for two years, the validity of your insurance (or increase in coverage) under this plan shall not be contested by **Aetna** unless your statement was in writing on a form signed by you and was fraudulently made in order to obtain that coverage or increase.

Aetna may also contest the validity of your insurance at any time under this plan for non-payment of premiums when due.

Reporting of Claims (GR-9N-32-020-01)

You are required to submit a claim to Aetna in writing. Claim forms may be obtained from Aetna.

Your claim must give proof of the nature and extent of the loss. You must furnish true and correct information as Aetna may reasonably request.

Reporting of Accidental Death & Personal Loss Claims

In addition to the above, a claim must be submitted to Aetna in writing within 90 days after the date of the loss for Accidental Death & Personal Loss Coverage. All claims must give proof of the nature and extent of the loss. Your employer has claim forms.

Reporting of Life Insurance Claims

In addition to the above, a claim must be submitted to Aetna in writing.

If, through no fault of your own, you are not able to meet the deadline for filing claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims for Accidental Death and Personal Loss Coverages will not be covered if they are filed more than 2 years after the deadline.

Payment of Benefits (GR-9N-32-025-02-CT)

Benefits will be paid as soon as the necessary proof to support the claim is received. Written proof must be provided for all benefits.

Any death benefit payable under the Life Insurance and Accidental Death and Personal Loss Plan for the loss of life will be paid in accordance with the beneficiary designation. Payment will be made in one sum.

If your beneficiary is a minor or, in Aetna's opinion, legally unable to give a valid release for payment of any life insurance benefit or accidental death and personal loss coverage, the benefit will be payable to the guardian of the estate of the minor, or to the custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

Any unpaid balance will be paid within 30 days of receipt by Aetna of the due written proof. This paragraph does not apply to Life Insurance.

Aetna may pay up to \$1,000 of any other benefit to any of your relatives whom it believes are fairly entitled to it. This can be done if the benefit is payable to you and you are a minor or not able to give a valid release. It can also be done if a benefit is payable to your estate. This paragraph does not apply to Life Insurance.

Contacting Aetna (GR-9N-32-005-01)

If you have questions, comments or concerns about your benefits or coverage, or if you are required to submit information to Aetna, you may contact Aetna's Home Office at:

Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156

You may visit Aetna's web site at www.aetna.com.

Effect of Prior Coverage - Transferred Business (GR-9N-32-040-02-CT)

If your coverage under any part of this plan replaces any prior coverage for you, the rules below apply to that part.

"Prior coverage" is any plan of group coverage that has been replaced by coverage under part or all of this plan; it must have been sponsored by your employer (e.g., transferred business). The replacement can be complete or in part for the eligible class to which you belong. Any such plan is prior coverage if provided by another group contract or any benefit section of this plan.

Your Life Insurance or Accidental Death and Personal Loss coverage under this plan replaces and supersedes any prior Life insurance or Accidental Death and Personal Loss coverage. It will be in exchange for everything as to the prior Life Insurance or Accidental Death and Personal Loss coverage. If you or your beneficiary becomes entitled to claim under the prior Life Insurance or Accidental Death and Personal Loss coverage, your Life Insurance or Accidental Death and Personal Loss coverage under this plan will be canceled. This will be done as of its effective date. Any premiums paid for your Life Insurance or Accidental Death and Personal Loss coverage under this plan will be returned to your employer.

The beneficiary you named under a prior Aetna Life Insurance or Accidental Death and Personal Loss coverage plan will apply to this plan. This can be changed according to the terms of this plan.

(GR-9N-32-040-02-CT)

The Active Work Rule will not apply on the day after the date your prior coverage terminates. The amount of your Life Insurance or Accidental Death and Personal Loss coverage will be the amount in effect under the prior coverage on the day before you become insured for Life Insurance or Accidental Death and Personal Loss coverage under this policy.

Any Age Reduction Rule or Retirement Rule of this policy will apply to you if:

- The Rules do not provide a greater amount of Life Insurance or Accidental Death and Personal Loss coverage than your amount under the prior coverage; or
- Your Life Insurance or Accidental Death and Personal Loss coverage had not been reduced under the prior coverage due to age or retirement.

If you do not return to active work within 12 months from the date Life Insurance goes into effect or if the Permanent and Total Disability Extended Benefit does not apply to you, Life Insurance will cease at the end of such 12 month period. This will happen unless otherwise agreed to by the Policyholder and **Aetna**.

This provision shall terminate if:

Your Life Insurance terminates; or You meet the Active Work Rule.

If you stay insured or again become eligible, this policy shall apply to you as though this provision were not included.



(GR-9N 34-005 01)

In this section, you will find definitions for the words and phrases that appear in **bold type** throughout the text of this Booklet-Certificate.

A (GR-9N-34-005-02)

Accident (GR-9N-34-005-02)

This means a sudden external trauma that is; unexpected; and unforeseen; and is an identifiable occurrence or event producing, at the time, objective symptoms of a external bodily injury. The accident must occur while the person is covered under this Policy. The occurrence or event must be definite as to time and place. It must not be due to, or contributed by, an illness or disease of any kind including a reaction to a condition that manifests within the human body or a reaction to a drug or medication regardless of the reason you have consumed the drug or medication.

Active at Work; Actively at Work; Active Work (GR-9N-34-005-02)

You will be considered to be active at work, actively at work or performing active work on any of your employer's scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis for the number of hours you are normally scheduled to work. In addition, you will be considered to be actively at work on the following days:

any day which is not one of your employer's scheduled work days if you were actively at work on the preceding scheduled work day; or

a normal vacation day.

Aetna

Aetna Life Insurance Company, an affiliate, or a third party vendor under contract with Aetna.

Airbag

An airbag is:

- An unaltered airbag installed by the manufacturer of the motor vehicle; or
- · An airbag:
 - Provided by the manufacturer of the motor vehicle; and
 - Installed by an authorized motor vehicle dealer.

C (GR-9N 34-015 02)

Coma or Comatose

A profound state of unconsciousness from which you or your covered dependent cannot be aroused to consciousness, even by powerful stimulation, as certified by a **physician**.

H (GR-9N 34-040 02)

Hospitalization

A continuous confinement as an inpatient in a hospital for which a room and board charge is made.

I (GR-9N 34-045 02)

Illness (GR-9N 34-045 02)

A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to the findings set the condition apart as an abnormal entity differing from other normal or pathological body states.

Injury (GR-9N 34-045 02)

An accidental bodily injury that is the sole and direct result of:

An unexpected or reasonably unforeseen occurrence or event; or The reasonable unforeseeable consequences of a voluntary act by the person.

The act or event must be definite as to time and place. An injury is not the direct result of illness.

L (GR-9N 34-055 01)

Legally Licensed Child Care Center

A facility that provides child care. This facility is:

licensed; certified, or accredited

by the jurisdiction where it is located; and

A facility that operates according to the laws and regulations of the jurisdiction.

M (GR-9N-34-065-04 CI)

M (GR-9N-34-065-04 CT)

Motor Vehicle

This is a vehicle or vessel that is powered by any form of a motor, whether or not registered for land, air or water use and it is:

- A passenger land or water vehicle of pleasure design which includes autos, vans, trucks, three or four-wheel all terrain vehicles (ATV), motorcycles, motor scooters, four wheel drive vehicles, snowmobiles, and self-propelled motor homes; or
- A vehicle of commercial use or design which includes, but is not limited to a cab, limousine, tractor trailer or box truck, a bus or lawn tractor; or
- Any form of motorized equipment designed for use in construction or demolition which includes, but is not limited to a bulldozer, crane, front-loader, backhoe, steam roller or paver; or
- A vehicle designed for water use which includes, but is not limited to a boat, ship, jet-ski or personal water craft
 of any design, including sail-boats or other wind powered water craft; or
- A vehicle designed for air use which includes, but is not limited to a plane (including a glider), jet, an ultra-light aircraft or helicopter; or
- A vehicle used for any form of racing or any other type of competitive event; or
- A vehicle designed for use in farming.

For purposes of the passenger restraint and airbag benefit only, the following will not be considered to be a motor vehicle:

- Any motor vehicle which has been altered and no longer meets the licensing and registration requirements of the State where the accident occurred;
- A motorcycle, motor scooter moped or any other form of self-propelled two wheel vehicle;
- A snowmobile;
- A boat, jet-ski or personal water craft;
- A plane, helicopter or ultra-light aircraft;
- An "ATV" all terrain vehicle;
- A military vehicle;
- A vehicle used for farming;
- A subway or train;
- A vehicle used for any form of racing or any other type of competitive event.

P (GR-9N 34-080 01 CI)

Passenger Restraint

This is a restraint that is:

- An unaltered seat belt or lap and shoulder restraint installed by the manufacturer of the motor vehicle; or
- A seat belt or lap and shoulder restraint:
 - Provided by the manufacturer of the motor vehicle; and
 - Installed by an authorized motor vehicle dealer; and
- Any child restraint device that is properly secured in the motor vehicle and meets the definition of the law of the state in which the motor vehicle is licensed and registered.

Physician

A duly licensed member of a medical profession who:

- Has an M.D. or D.O. degree;
- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where the individual practices; and
- Provides medical services which are within the scope of his or her license or certificate.

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services which are within the scope of his or her license or certificate;
- Under applicable insurance law is considered a "physician" for purposes of this coverage;
- Has the medical training and clinical expertise suitable to treat your condition;
- Specializes in psychiatry, if your illness or injury is caused, to any extent, by a mental or nervous condition;
 and
- A physician is not you or related to you.

T (GR-9N 34-100-02)

Terminal Illness

Terminal Illness means a medical prognosis of 24 months to live.

Third Degree Burns
A full thickness burn, which is the most severe of the three burns extending near to the bone.

Confidentiality Notice

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law.

Some of the ways in which personal information is used include claim payment; utilization review and management; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Information Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call 1-866-825-6944 or visit our Internet site at www.aetna.com.

Additional Information Provided by

Pilkington North America, Inc.

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

Name of Plan:

Life Insurance and Accidental Death and Personal Loss

Employer Identification Number:

34-1506654

Plan Number:

501

Type of Plan:

Welfare

Type of Administration:

Group Insurance Policy with:

Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156

Plan Administrator:

Pilkington North America, Inc. 801 Madison Ave Toledo, OH 43604 Telephone Number: 1-800-685-4335

Agent For Service of Legal Process:

Pilkington North America, Inc. 801 Madison Ave Toledo, OH 43604

Service of legal process may also be made upon the Plan Administrator

End of Plan Year:

December 31

Source of Contributions:

Employer and Employee

Procedure for Amending the Plan:

The Employer may amend the Plan from time to time by a written instrument signed by Office of General Counsel.

The Plan is maintained in accordance with health and welfare provisions of a collective bargaining agreement.

ERISA Rights

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and 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.

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.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people 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 your interest and that of 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 welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 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 file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a 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, you should contact:

the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or

the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved FMLA leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between Aetna and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, your Employer may allow you to continue coverage for which you are covered under the group contract on the day before the approved FMLA leave starts.

At the time you request the leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

If any coverage your Employer allows you to continue has reduction rules applicable by reason of age or retirement, the coverage will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

The date you are required to make any contribution and you fail to do so.

The date your Employer determines your approved FMLA leave is terminated.

The date the coverage involved discontinues as to your eligible class.

If the group contract provides continuation of coverage (for example, upon termination of employment), you may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.

If any coverage being continued terminates because your Employer determines the approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date your Employer determines the approved FMLA leave is terminated.

Schedule of Benefits

(GR-9N-S-01-001-01)

Employer:

Pilkington North America, Inc.

Group Policy Number:

GP-725127-GI

Issue Date:

January 12, 2013 January 1, 2013

Effective Date:

5A-CTGRP

Schedule: Cert Base:

5-CTGRP

For: Life, Supplemental Life Insurance, Accidental Death and Personal Loss and Supplemental Accidental Death and Personal Loss Coverage-Lathrop Union and Ottawa Union Employees (Plans LD, XD).

This is an ERISA plan, and you have certain rights under this plan. Please contact your Employer for additional information.

Schedule of Life Insurance Benefits

(GR-9N S-02-01 01)

Employees

(GR-9N \$-02-01 01)

Basic Schedule

Classification (GR-9N S-02-01 01)
All Full-Time Employees
\$42,000

Employees

(GR-9N \$-02-01 01)

Supplemental Schedule

 Classification
 Amount

 All Full-Time Employees
 \$10,000

 Option 1
 \$25,000

 Option 2
 \$25,000

 Option 3
 \$75,000

 Option 4
 \$150,000

You may elect coverage under any one of the available options shown above for Supplemental Life Insurance. Once you have made a selection, if you wish to make a change, your employer can provide you with information on how and when changes can be made.

1

Evidence Requirements

To become insured for Supplemental Life Insurance coverage, you must submit evidence of good health, which Aetna must approve if:

- You did not elect Supplemental Life Insurance within 31 days of the date you were first eligible to elect Supplemental Life Insurance, whether under this Plan or any other group plan sponsored by the Policyholder; or
- During annual enrollment, if you are not insured and you elect Supplemental Life Insurance in an amount that is more than the lowest level available to you under the schedule, you must submit evidence of good health and Aetna must approve.
- During annual enrollment, if you are already insured and you elect to increase your Supplemental Life Insurance by more than one level then you can only become insured for the higher amount if you submit evidence of good health, and Aetna approves. This applies even if Aetna has approved evidence of your good health in the past. If you elect to increase your Supplemental Life Insurance by any amount after you have applied for an Accelerated Death Benefit.

Changes in your coverage will not take effect until Aetna approves your evidence of good health. If evidence of your good health is not acceptable to Aetna, you will not be eligible for coverage or you will not be eligible for the increase in your coverage under this Plan.

Accelerated Death Benefit (GR-9N 03-003 01)

Employees

ADB months

ADB percentage up to 75%

ADB minimum The lesser of:

25% of your life insurance benefit amount and \$5,000.

24 months

ADB maximum up to \$500,000

Accidental Death and Personal Loss Coverage

(GR-29N 03-01 01)

Schedule of Accidental Death and Personal Loss Benefits

Employees Basic Schedule

Classification (GR-9N S-02-01 01)

Principal Sum

\$42,000

Employees

All Full-Time Employees

Supplemental Schedule

Classification Principal Sum
All Full-Time Employees
Option 1 \$10,000
Option 2 \$25,000

Option 3 \$75,000 Option 4 \$150,000

The amount of the person's Principal Sum will be based on the amount of coverage in-force on the date of the accident, not the amount of coverage that may be in-force at the time of the loss.

You may elect any one of the available options shown above for Supplemental Accidental Death and Personal Loss Coverage. Once you have made a selection, if you wish to make a change in your coverage, your employer will provide you with information on how and when changes can be made.

Additional Accidental Death and Personal Loss Benefit Maximums

(GR-9N S-03-02 01 CI)

Employees

Passenger Restraint Benefit Maximum

for you

\$10,000*

Airbag Benefit Maximum

One half of a person's Passenger Restraint Benefit

Education Benefit Maximum

for each dependent child

Your actual expenses not to exceed 5% of your or your spouse's principal sum or \$5,000 per year for up to 4 years, whichever is less

for your spouse

Your actual expenses not to exceed 5% of your principal sum or \$5,000 per year for up to 4 years, whichever is less

Child Care Benefit Maximum for each child

Your actual expenses not to exceed 3% of your principal sum or \$2,000 per year per child for up to 4 years, whichever is less

Repatriation of Remains Benefit Maximum

Your actual expenses up to \$5,000*

General (GR-9N S-28-01 01)

This Schedule of Benefits replaces any similar Schedule of Benefits previously in effect under your plan of benefits. Requests for coverage other than that to which you are entitled in accordance with this Schedule of Benefits cannot be accepted. This Schedule is part of your Booklet-Certificate and should be kept with your Booklet-Certificate form GR-9N. Coverage is underwritten by Aetna Life Insurance Company.

^{*}This benefit maximum is payable only once, even if the person is covered for both Basic and Supplemental Accidental Death and Personal Loss Coverage at the time of the loss.