

YOUR BENEFIT PLAN

Trustees of Delphi Salaried Retirees Association Benefit Trust

Salaried Retirees and Surviving Spouses

Supplemental (Optional) Life Insurance

Dependent Life Insurance

**Supplemental Accidental Death and Dismemberment Insurance
(Personal Accident Insurance)**

**Dependent Accidental Death and Dismemberment Insurance
(Dependent Personal Accident Insurance)**

Certificate Date: January 1, 2013

Trustees of Delphi Salaried Retirees Association Benefit Trust
150 Bastian Road
Rochester, NY 14623

TO SALARIED RETIREES AND SURVIVING SPOUSES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Trustees of Delphi Salaried Retirees Association Benefit Trust



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 149752-1-G

Policyholder: Trustees of the Delphi Salaried Retirees Association Benefit Trust

Effective Date: January 1, 2013

The certificate is changed as follows:

Applicable to Salaried Retirees and Surviving Spouses

In the **SCHEDULE OF BENEFITS**, under **Amount of Supplemental Life Retirement Benefits at or after age 66**, delete the following paragraph:

"If each such reduced amount is not a multiple of \$100, such amount of insurance will be rounded to the next higher \$100."

This rider is to be attached to and made part of the certificate.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE OF INSURANCE

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: Trustees of Delphi Salaried Retirees Association Benefit Trust

Group Policy Number: 149752-1-G

Type of Insurance: Term Life & Accidental Death and Dismemberment Insurance

MetLife Toll Free Number(s):
For Claim Information FOR LIFE CLAIMS: 1-888-622-6616

THIS CERTIFICATE ONLY DESCRIBES TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

THE BENEFITS OF THE POLICY PROVIDING YOU COVERAGE ARE GOVERNED PRIMARILY BY THE LAWS OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

For Texas Residents:

Para Residentes de Texas:

IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener información o para someter una queja:

You may call MetLife's toll free telephone number for information or to make a complaint at

Usted puede llamar al numero de teléfono gratis de MetLife para información o para someter una queja al

1-800-638-6420

1-800-638-6420

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should You have a dispute concerning Your premium or about a claim, You should contact MetLife first. If the dispute is not resolved, You may contact the Texas Department of Insurance.

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU CERTIFICADO:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

NOTICE FOR RESIDENTS OF TEXAS

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO)

The laws of the state of Texas mandate that the terms "Terminally Ill" and "Terminal Illness" when used in the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU and the LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR DEPENDENTS provisions mean that due to injury or sickness, You or Your Dependent is expected to die within 24 months of the date You request payment of an Accelerated Benefit.

NOTICE FOR RESIDENTS OF LOUISIANA, MINNESOTA, MONTANA, NEW MEXICO, TEXAS AND UTAH

The Definition Of Child Is Modified For The Coverages Listed Below:

For Louisiana Residents (Accidental Death and Dismemberment Insurance):

The term also includes Your grandchildren residing with You. The age limit for children and grandchildren will not be less than 26, regardless of the child's or grandchild's marital status, student status or full-time employment status. Your natural child, adopted child, stepchild or grandchild under age 26 will not need to be supported by You to qualify as a Child under this insurance. In addition, marital status will not prevent or cease the continuation of insurance for a mentally or physically handicapped child or grandchild past the age limit.

For Minnesota Residents (Accidental Death and Dismemberment Insurance):

The term also includes Your grandchildren who are financially dependent upon You and reside with You continuously from birth. The age limit for children and grandchildren will not be less than 25 regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance.

For Montana Residents (Accidental Death and Dismemberment Insurance):

The term also includes newborn infants of any person insured under this certificate. The age limit for children will not be less than 25, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a child under this insurance.

For New Mexico Residents (Accidental Death and Dismemberment Insurance):

The age limit for children will not be less than 25, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild will not be denied accidental death and dismemberment insurance coverage under this certificate because:

- that child was born out of wedlock;
- that child is not claimed as Your dependent on Your federal income tax return; or
- that child does not reside with You.

For Texas Residents (Life Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status or full-time employment status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

For Texas Residents (Accidental Death and Dismemberment Insurance):

The term also includes Your grandchildren. The age limit for children and grandchildren will not be less than 25, regardless of the child's or grandchild's student status, full-time employment status or military service status. Your natural child, adopted child or stepchild under age 25 will not need to be supported by You to qualify as a Child under this insurance. In addition, grandchildren must be able to be claimed by You as a dependent for Federal Income Tax purposes at the time You applied for Insurance.

For Utah Residents (Accidental Death and Dismemberment Insurance):

The age limit for children will not be less than 26, regardless of the child's student status or full-time employment status. Your natural child, adopted child or stepchild under age 26 will not need to be supported by You to qualify as a Child under this insurance.

NOTICE FOR RESIDENTS OF ALL STATES

LIFE INSURANCE BENEFITS WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID

DISCLOSURE: The Life Insurance accelerated benefit offered under this certificate is intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If this benefit qualifies for such favorable tax treatment, the benefit will be excludable from Your income and not subject to federal taxation. Tax laws relating to accelerated benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive an accelerated benefit excludable from income under federal law.

DISCLOSURE: Receipt of an accelerated benefit may affect Your, Your Spouse's or Your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's and Your family's eligibility for public assistance.

NOTICE FOR RESIDENTS OF ARKANSAS

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR THE METLIFE CLAIM OFFICE SHOWN ON THE EXPLANATION OF BENEFITS YOU RECEIVE AFTER FILING A CLAIM.

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:

**DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1 (800) 927-4357**

NOTICE FOR RESIDENTS OF GEORGIA

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, first contact the Policyholder. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3rd Floor
PO Box 83720
Boise, Idaho 83720-0043
1-800-721-3272 or www.DOI.Idaho.gov

NOTICE FOR RESIDENTS OF ILLINOIS

IMPORTANT NOTICE

To make a complaint to MetLife, You may write to:

MetLife
200 Park Avenue
New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Services Division
Springfield, Illinois 62767

NOTICE FOR MASSACHUSETTS RESIDENTS

CONTINUATION OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

1. If Your AD&D Insurance ends due to a Plant Closing or Covered Partial Closing, such insurance will be continued for 90 days after the date it ends.
2. If Your AD&D Insurance ends because:
 - You cease to be in an Eligible Class; or
 - Your employment terminates;

for any reason other than a Plant Closing or Covered Partial Closing, such insurance will continue for 31 days after the date it ends.

Continuation of Your AD&D Insurance under the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT subsection will end before the end of continuation periods shown above if You become covered for similar benefits under another plan.

Plant Closing and **Covered Partial Closing** have the meaning set forth in Massachusetts Annotated Laws, Chapter 151A, Section 71A.

NOTICE FOR RESIDENTS OF MINNESOTA

This is a life insurance policy which pays accelerated death benefits at your option under conditions specified in the policy. This policy is not a long-term care policy meeting the requirements of sections M.S.62A.46 to 62A.56 or chapter 62S.

NOTICE FOR RESIDENTS OF MINNESOTA CONTINUATION OF SUPPLEMENTAL OR DEPENDENT LIFE INSURANCE WITH PREMIUM PAYMENT

If Your Life Insurance ends due to termination of Your employment for any reason other than gross misconduct, You may continue such insurance for You and for Your Dependents.

If You are eligible for continuation of Life insurance, Your employer will notify You of:

- Your right to elect to continue Life Insurance for You and for Your Dependents;
- the amount You must pay each month to Your employer to keep such insurance in force;
- instructions for payment; and
- the time that payments are due.

The amount of the premium You will be required to pay for continuation of Life Insurance will not exceed 102 percent of the amount of premium required to be paid for active employees in Your class for such insurance (this includes any premium amounts paid by the employer as well as the employee).

You will have 60 days within which to elect to continue Life Insurance under this section. The 60 day period begins to run on the date Life Insurance would otherwise end or on the date upon which notice of the right to continue Life Insurance is received, whichever is later. If You or a Dependent die during the 60 day election period, we will consider You to have elected to continue Life Insurance under this section.

If Your employer fails to notify You of Your right to continue insurance under this section, or fails to forward a required premium to Us that You have paid, causing insurance for You or Your Dependents to end, then Your employer will become liable for these benefits to the same extent as, and in place of, us.

If You continue Life Insurance under this section, any reductions in Life Insurance that would have applied if You were Actively at Work apply to the continued insurance.

Continuation of Life Insurance under this section will end on the earliest of:

- the date the group policy ends for all employees or for the class of employees to which you belonged when Your Active Work ceased;
- the date you fail to make a required premium payment when due;
- the date you become covered for life insurance under this or any other group term life insurance plan;
- with respect to Your Spouse, the date Your marriage ends in divorce or annulment;
- with respect to a Child, the date the Child no longer qualifies as a Child for purposes of Life Insurance;
- with respect to You or Your Spouse, the date You or Your Spouse reach any applicable age limits; or
- the end of 18 months following the date Your Active Work ended.

When a continuation under this section ends, You and Your Dependents may buy an individual policy of life insurance from Us. The details of this option are described in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU and LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS. For the purpose of that section, the end of this continuation will be considered the end of your employment.

Effect of Previous Conversion

If You or a Dependent converted Life Insurance to an individual policy, We will only pay Life Insurance under this section if such individual policy is returned to Us. If it is returned to Us, We will refund to Your or Your Dependent's estate the premiums paid for such policy without interest, less any debt incurred under such policy.

**NOTICE FOR RESIDENTS OF MINNESOTA
CONTINUATION OF SUPPLEMENTAL OR DEPENDENT LIFE INSURANCE WITH
PREMIUM PAYMENT (Continued)**

If such individual policy is not returned to Us, We will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.

NOTICE FOR RESIDENTS OF MISSOURI

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

EXCLUSIONS

If You reside in Missouri the exclusion for "suicide or attempted suicide" is as follows:

"suicide or attempted suicide while sane"

NOTICE FOR RESIDENTS OF NEW MEXICO

If a Child is insured for Accidental Death and Dismemberment Insurance under this certificate and You are not the custodial parent, notify Us that such is the case and provide Us with the name and address of the custodial parent. After receipt of such notice We will:

- (1) provide such information to the custodial parent as may be necessary for the Child to obtain benefits through that insurance;
- (2) permit the custodial parent or the provider, with the custodial parent's approval, to submit claims for covered services without the approval of the non-custodial parent; and
- (3) make payments on claims submitted in accordance with Paragraph (2) of this subsection directly to the custodial parent, the provider or the state Medicaid agency.

If You are required by a court or administrative order to provide Accidental Death and Dismemberment Insurance for a Child, and You are eligible to provide such insurance for that child, We will:

- (1) permit You to enroll a Child who is otherwise eligible for such insurance without regard to any enrollment season restrictions;
- (2) if You are enrolled but fail to make application to obtain insurance for such Child, We will enroll the Child for insurance upon application of the Child's other parent, the state agency administering the Medicaid program or the state agency administering 42 U.S.C. Sections 651 through 669, the child support enforcement program; and
- (3) We will not disenroll or eliminate insurance for such Child unless the insurer is provided satisfactory written evidence that:
 - (a) the court or administrative order is no longer in effect; or
 - (b) the Child is or will be enrolled in comparable health insurance through another insurer that will take effect not later than the effective date of disenrollment.

We will not impose requirements on a state agency that has been assigned the rights of an individual eligible for medical assistance under the Medicaid program and insured for Accidental Death and Dismemberment Insurance with Us that are different from requirements applicable to an agent or assignee of any other individual so insured.

NOTICE FOR RESIDENTS OF NORTH CAROLINA

Read your Certificate Carefully.

IMPORTANT CANCELLATION INFORMATION

Please Read The Provisions Entitled

**DATE YOUR INSURANCE ENDS and DATE YOUR INSURANCE FOR
YOUR DEPENDENTS ENDS**

Found on Pages e/ee and e/dep

NOTICE FOR RESIDENTS OF NORTH CAROLINA

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

- (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND
- (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES.

VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

NOTICE FOR RESIDENTS OF PENNSYLVANIA

Accidental Death and Dismemberment Insurance for a Dependent Child may be continued past the age limit if that Child is a full-time student and insurance ends due to the Child being ordered to active duty (other than active duty for training) for 30 or more consecutive days as a member of the Pennsylvania National Guard or a Reserve Component of the Armed Forces of the United States.

Insurance will continue if such Child:

- re-enrolls as a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located;
- re-enrolls for the first term or semester, beginning 60 or more days from the child's release from active duty;
- continues to qualify as a Child, except for the age limit; and
- submits the required Proof of the child's active duty in the National Guard or a Reserve Component of the United States Armed Forces.

Subject to the Date Insurance For Your Dependents Ends subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, this continuation will continue until the earliest of the date:

- the insurance has been continued for a period of time equal to the duration of the child's service on active duty; or
- the child is no longer a full-time student.

NOTICE FOR RESIDENTS OF UTAH

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 in disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

Insurance companies and agents are prohibited by Utah law to use the existence of the Association or its coverage to encourage you to purchase insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between Utah law and this notice, Utah law will control.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc.
60 East South Temple, Suite 500
Salt Lake City UT 84111
(801) 320-9955

Utah Insurance Department
3110 State Office Building
Salt Lake City UT 84114-6901
(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

NOTICE FOR RESIDENTS OF VIRGINIA

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at:
1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1-877-310-6560 - toll-free
1-804-371-9691 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

NOTICE FOR RESIDENTS OF WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, NY 10166-0188
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

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SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You and Your Dependents will only be insured for the benefits:

- for which You and Your Dependents become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

The amount of Insurance that We will pay will be decreased by the amount of any contributions due and unpaid to Us for that insurance.

BENEFIT

BENEFIT AMOUNTS AND HIGHLIGHTS

How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one sum" or a "single sum", We may pay the full benefit amount:

- by check;
- by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
- by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

Life Insurance For You

Supplemental Life Insurance

For Retirees Prior to age 66.....	An amount equal to the amount of Your Supplemental Life Insurance in effect immediately before the date You retired. Or You may elect a lesser amount equal to 1, 2, 3, 4, 5, 6 or 7 times Your pre-retirement Basic Annual Earnings, rounded to the next higher \$100
Accelerated Benefit Option	Up to 50% of Your Supplemental Life amount not to exceed \$500,000
Minimum Supplemental Life Benefit.....	An amount equal to 1 times Your pre-retirement Basic Annual Earnings, rounded to the next higher \$100
Maximum Supplemental Life Benefit	An amount equal to 8 times Your pre-retirement Basic Annual Earnings, rounded to the next higher \$100

SCHEDULE OF BENEFITS (continued)

Amount of Supplemental Life Retirement Benefits at or after age 66

If You retired prior to age 66, Your Supplemental Life Benefits will reduce by ten percent (10%) on January 1 of the year in which you turn age 66 and each January 1 thereafter, until coverage cancels on December 31 of the year immediately prior to your 75th birthday.

If You retired at or after age 66, Your Supplemental Life Benefits were reduced on the effective date of Your retirement to the amount that would have been in force based on Your age at retirement. Thereafter, a ten percent (10%) reduction will continue to occur on January 1 of the year in which you attain a higher age and each January 1 thereafter, until coverage cancels on December 31 of the year immediately prior to your 75th birthday.

If each such reduced amount is not a multiple of \$100, such amount of insurance will be rounded to the next higher \$100.

ESTATE RESOLUTION SERVICES

The following Estate Resolution Services are provided at no additional cost to individuals insured for Group Supplemental Life Insurance coverage as described below. If You are eligible to receive these Estate Resolution Services and You or Your Spouse (for the Will Preparation Service) or You or a Beneficiary (for the Probate Service) would like to speak with a representative from Hyatt Legal Plans or get the name of a Plan Attorney that you can speak with about these Services, please call (800) 821-6400.

THE FOLLOWING APPLIES TO RESIDENTS OF ALL STATES OTHER THAN TEXAS

Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

Probate Service

If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

SCHEDULE OF BENEFITS (continued)

THE FOLLOWING APPLIES TO RESIDENTS OF TEXAS ONLY

Will Preparation Service

If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You through a MetLife affiliate (the "Affiliate"), as agreed to by the Policyholder and MetLife, while Your Group Supplemental Life Insurance coverage is in effect under this Policy.

Will Preparation Service means a service covering the preparation of wills and codicils for You and Your Spouse. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

Probate Service

If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of insured employee's estate including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate to insured employee's heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends.

Accidental Death and Dismemberment Insurance (AD&D) For You

Full Amount for Supplemental AD&D

For Retirees Prior to Age 70.....	An amount equal to the amount of Your Supplemental AD&D Insurance in effect immediately before the date You retired. Or you may elect a lesser amount equal to \$10,000; \$25,000; \$50,000; \$100,000; \$200,000; \$300,000; \$400,000; \$500,000 or \$750,000
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SCHEDULE OF BENEFITS (continued)

For Retirees on or after Age 70

An amount equal to or less than the amount of Your Supplemental AD&D Insurance in effect immediately before the date You retired, however such amount cannot exceed \$150,000

Minimum Supplemental Accidental Death and Dismemberment Full Amount..... \$10,000

Maximum Supplemental Accidental Death and Dismemberment Full Amount \$1,000,000 for retirees under age 70; or
\$150,000 for retirees age 70 and over

For Retired Employees Age 70 or Older

When you attain age 70, the amount of Accidental Death and Dismemberment Insurance for You and for Your Spouse will be reduced to \$150,000 if You have an insurance amount that exceeds \$150,000. This reduction will occur on January 1 of the year in which You attain age 70.

Additional Benefits:

Seat Belt Benefit Yes

Air Bag Use Benefit..... Yes

Hospital Confinement Benefit..... Yes

Rehabilitative Physical Therapy Benefit Yes

Therapeutic Counseling Benefit Yes

Repatriation Expense Benefit..... Yes

Schedule of Covered Losses for Supplemental Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

Covered Losses

Loss of life.....	100%
Loss of a hand permanently severed at or above the wrist but below the elbow	50%
Loss of a foot permanently severed at or above the ankle but below the knee.....	50%
Loss of an arm permanently severed at or above the elbow.....	50%
Loss of a leg permanently severed at or above the knee.....	50%
Loss of sight in one eye	50%
Loss of sight in both eyes	100%

Loss of sight means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above 100%

SCHEDULE OF BENEFITS (continued)

Loss of the thumb and index finger of same hand..... 25%

Loss of thumb and index finger of same hand means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing 100%

Loss of speech or loss of hearing..... 50%

Loss of speech means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Brain Damage 100%

Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Third-degree burn(s) A percentage of the Full Amount equal to the percentage of body surface suffering third-degree burns

Life Insurance For Your Dependents

For Eligible Class 1. Retirees

For Your Spouse if You are under age 70..... An amount equal to Your Spouse Dependent Life in effect immediately prior to the date You retired. Or You may elect a lesser amount equal to \$10,000; \$25,000; \$50,000; \$75,000; \$100,000 or \$150,000.

Minimum Spouse Dependent Life Benefit \$10,000

Maximum Spouse Dependent Life Benefit \$200,000

Accelerated Benefit Option Up to 50% of Your Dependent Spouse Life amount not to exceed \$100,000

For each of Your Children if You are under age 70..... An amount equal to Your Child Dependent Life in effect immediately prior to the date You retired. Or You may elect a lesser amount equal to \$5,000; \$10,000; \$15,000 or \$20,000.

Minimum Child Dependent Life Benefit \$5,000

Maximum Child Dependent Life Benefit \$25,000

SCHEDULE OF BENEFITS (continued)

Dependent Life Benefits end at the end of the calendar month in which You reach age 70.

For Eligible Class 2. Surviving Spouses:

For Salaried Surviving Spouses under the age of 70... You may elect to continue an amount equal to the amount of Spouse Dependent Life benefits in effect immediately prior to the death of the insured employee / retiree. Or You may elect a lesser amount equal to \$10,000; \$25,000; \$50,000; \$75,000; \$100,000 or \$150,000

Minimum Surviving Spouse Dependent Life Benefit \$10,000

Maximum Surviving Spouse Dependent Life Benefit ... \$200,000

Accelerated Benefit Option Up to 50% of Your continued Dependent Spouse Life amount not to exceed \$100,000

For each of Your Children..... You may elect an amount equal to the amount of Child Dependent Life benefits in effect immediately prior to the death of the insured employee/retiree. Or You may elect a lesser amount equal to \$5,000; \$10,000; \$15,000; or \$20,000.

Minimum Child Dependent Life Benefit \$5,000

Maximum Child Dependent Life Benefit \$25,000

Dependent Life Benefits end at the end of the calendar month in which the surviving Spouse reaches age 70.

Accidental Death and Dismemberment Insurance (AD&D) For Your Dependents

Full Amount for Dependent AD&D

For Eligible Class 1. Retirees:

For Your Spouse..... You may elect to continue an amount equal to or less than the amount in effect immediately before the date You retired. Or you may elect a lesser amount equal to \$10,000; \$25,000; \$50,000; \$100,000; \$200,000; \$300,000; \$400,000; \$500,000 or \$750,000

SCHEDULE OF BENEFITS (continued)

For Your Child(ren)	You may elect to continue an amount equal to or less than the amount in effect immediately before the date You retired, Or you may elect a lesser amount equal to \$10,000; \$20,000; \$30,000; \$40,000 or \$50,000
Maximum Dependent Accidental Death and Dismemberment Full Amount for Your Spouse	\$1,000,000 or the amount for which You are covered, whichever is less.
Maximum Dependent Accidental Death and Dismemberment Full Amount for Your Child(ren)	\$100,000 or the amount for which You are covered, whichever is less.

Additional Benefits:

Seat Belt Benefit	Yes
Air Bag Use Benefit.....	Yes
Hospital Confinement Benefit.....	Yes
Rehabilitative Physical Therapy Benefit	Yes
Therapeutic Counseling Benefit	Yes
Repatriation Benefit	Yes

Schedule of Covered Losses

All amounts listed are stated as percentages of the Full Amount.

Covered Losses

	Spouse	Child
Loss of life.....	100%	100%
Loss of a hand permanently severed at or above the wrist but below the elbow	50%	100%
Loss of a foot permanently severed at or above the ankle but below the knee.....	50%	100%
Loss of an arm permanently severed at or above the elbow.....	50%	100%
Loss of a leg permanently severed at or above the knee.....	50%	100%
Loss of sight in one eye	50%	100%
Loss of sight in both eyes	100%	200%

Loss of sight means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above	100%	200%
Loss of the thumb and index finger of same hand.....	25%	50%

SCHEDULE OF BENEFITS (continued)

Loss of thumb and index finger of same hand means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing	100%	200%
Loss of speech or loss of hearing	50%	100%

Loss of speech means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs.....	100%	200%
Paralysis of both legs.....	100%	200%
Paralysis of the arm and leg on either side of the body.....	100%	200%
Paralysis of one arm or leg	50%	100%

Paralysis means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage	100%
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Brain Damage means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Third-degree burn(s)	A percentage of the Full Amount equal to the percentage of body surface suffering third-degree burns.
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For all covered losses sustained by You or a Dependent in any one accident while flying as:

- (a) pilot;
- (b) student pilot; or
- (c) member of the crew;

We will not pay more than \$100,000.

DEFINITIONS

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Basic Annual Earnings means Your gross annual rate of pay as determined by Your Policyholder, excluding overtime and other extra pay. "Basic Annual Earnings" for You if You are a salesman includes commissions and/or bonuses which shall be averaged for the most recent 12 month period.

Beneficiary means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

Child means the following: (for residents of Louisiana, Minnesota, Montana, New Mexico, Texas and Utah, the Child Definition is modified as explained in the notice pages of this certificate - please consult the Notice)

Your natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or stepchild (including the child of a Domestic Partner); and who, in each case, is:

- under age 19, unmarried and supported by You; or
- under age 25 and who is:
 1. unmarried;
 2. supported by You;
 3. not employed on a full-time basis; and
 4. a full-time student at an accredited school, college or university that is licensed in the jurisdiction where it is located.

The term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is acquired as a Dependent after Your retirement date; or
- is insured as a Child of another salaried retiree of the Policyholder.

Common Carrier means a government regulated entity that is in the business of transporting fare paying passengers.

The term does not include:

- chartered or other privately arranged transportation;
- taxis; or
- limousines.

Contributory Insurance means insurance for which the Policyholder requires You to pay any part of the premium.

Contributory Insurance includes: Supplemental Life Insurance, Supplemental Accidental Death and Dismemberment Insurance, Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance.

Dependent(s) means Your Spouse and/or Child.

Domestic Partner means each of two people, one of whom is insured under the Group Policy, who:

DEFINITIONS (continued)

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other person and have been so for the immediately preceding 6 months;
 4. sharing a primary residence with the other person and have been so sharing for the immediately preceding 6 months; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner affidavit attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the insured.

For Texas residents **Domestic Partner** means the following:

Domestic Partner means each of two people, one of whom is insured under the Group Policy, who:

- have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
- are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
 1. 18 years of age or older;
 2. unmarried;
 3. the sole domestic partner of the other person and have been so for the immediately preceding 6 months;
 4. sharing a primary residence with the other person and have been so for the immediately preceding 6 months; and
 5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner affidavit attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the insured.

Hospital means a facility which is licensed as such in the jurisdiction in which it is located and:

- provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and
- provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

Hospitalized means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
 - a hospice facility;
 - an intermediate care facility; or
 - a long term care facility; or
- receipt of the following treatment, wherever performed:
 - chemotherapy;

DEFINITIONS (continued)

- radiation therapy; or
- dialysis.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse. Wherever the term "Spouse" appears in the certificate it shall, unless otherwise specified, be read to include Your Domestic Partner.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or

We, Us and **Our** mean MetLife.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** mean a retiree who is insured under the Group Policy for the insurance described in this certificate.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

ELIGIBLE CLASS(ES)

All salaried retirees of Delphi Corporation who:

- were insured under Group Policy No. 95761-G and/or Group Policy No. 95764-G for Supplemental Life and/or Supplemental Accidental Death and Dismemberment insurance as described in this certificate immediately prior to October 7, 2009; and
- have continued such insurance on and after October 7, 2009; and
- continue to be insured as of January 1, 2013; and
- with respect to Supplemental Life Benefits, will not have reached age 75 by the end of the 2013 calendar year.

You are eligible for insurance if You were covered for insurance on the day immediately preceding the date of Your retirement. Please be aware that end of employment will mean the end of the person's status as a retiree.

DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2013, You will be eligible for the insurance described in this certificate on that date.

ENROLLMENT PROCESS

If You are in an Eligible Class, You are enrolled for Supplemental Life and/or Supplemental Accidental Death and Dismemberment insurance. If You enroll for Contributory Insurance, You must also pay for such insurance and You will be notified by Us how much You will be required to contribute.

DATE YOUR INSURANCE TAKES EFFECT

Rules for Contributory Insurance

Your Supplemental Life and/or Supplemental Accidental Death and Dismemberment insurance will take effect on the date You enter an Eligible Class.

Increase in Insurance

You cannot increase Your insurance as a retiree under this plan.

Decrease in Insurance

You can elect a lower amount of insurance at any time by submitting a Written request. If You make a Written request to decrease Your insurance, that decrease will take effect on the first day of the month following the date Your Written request is received.

DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

for all coverages

1. the date the Group Policy ends; or
2. the date insurance ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or

ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

4. the 30th day immediately following the date of the event which causes an Applicant Owner to no longer qualify as an Applicant Owner as stated in the GENERAL PROVISIONS section; or

for Supplemental Life Insurance:

5. the last day of the calendar year immediately prior to the year in which You reach age 75.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS

ELIGIBLE CLASS(ES) FOR DEPENDENT INSURANCE

Eligible Class 1: All retired salaried employees of Delphi Corporation who;

- were insured under Group Policy No. 95763-G and/or Group Policy No. 95766-G for Dependent Life and/or Dependent Accidental Death and Dismemberment Benefits immediately prior to October 7, 2009; and
- continued such Benefits from October 7, 2009 through December 31, 2012; and
- continues to be insured as of January 1, 2013; and
- with respect to Dependent Life Benefits, have not reached the end of the month after they reach age 70 as of January 1, 2013.

Eligible Class 2: All surviving Spouses of retired salaried employees of Delphi Corporation who;

- were insured under Group Policy No. 95763-G for Dependent Life Benefits as described in this certificate immediately prior to October 7, 2009; and
- continued such Benefits from October 7, 2009 through December 31, 2012; and
- continues to be insured as of January 1, 2013; and
- have neither remarried nor entered into a domestic partnership after the death of the retired salaried employee; and
- have not reached the end of the month after they reach age 70 as of January 1, 2013.

With respect to Eligible Class 2 (surviving Spouses who were covered as surviving Spouses as of January 1, 2013), the term "You" in the context of taking actions or making decisions refers to the surviving Spouse but in all other contexts refers to the retired employee.

DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE

You may only become eligible for the Dependent insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are in an eligible class on January 1, 2013, You will be eligible for the Dependent insurance described in this certificate on that date.

No person may be insured as a Dependent of more than one retiree.

ENROLLMENT PROCESS

If You are included in an Eligible Class, You are enrolled for such Dependent Life and/or Dependent Accidental Death and Dismemberment Insurance.

DATE INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

Rules for Contributory Dependent Insurance

Your Dependent Life and/or Dependent Accidental Death and Dismemberment Insurance will take effect on the date You enter an Eligible Class.

Increase in Insurance for Your Dependents

You cannot increase Your Dependent insurance as a retiree or surviving Spouse under this plan.

ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

Decrease in Insurance for Your Dependents

You can elect a lower amount of Dependent benefits at any time by submitting a Written request. If You make a Written request to decrease Your insurance, that decrease will take effect on the first day of the month following the date Your Written request is received.

DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS

for Dependent Life Insurance:

1. the date the Group Policy ends; or
2. the date insurance for Your Dependents ends for Your class; or
3. the end of the period for which the last premium has been paid for the Dependent; or
4. the date the person ceases to be a Dependent, except that in the case of a Child who has reached the maximum age, insurance will end on the last day of the calendar year; or
5. the last day of the month in which You reach age 70; or
6. the last day of the month in which You die, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

for Dependent Life Insurance Continued by a Surviving Spouse:

1. the date the Group Policy ends; or
2. the date a surviving Child ceases to be a Dependent, except that in the case of a Child who has reached the maximum age, insurance will end on the last day of the calendar year; or
3. the date the surviving Spouse remarries, or establishes a new Domestic Partner relationship; or
4. the last day of the calendar month in which the surviving Spouse reaches age 70; or
5. the date of the surviving Spouse's death; or
6. the end of the period for which the last premium has been paid for the surviving Spouse.

for Dependent Accidental Death and Dismemberment Insurance:

1. the date the Group Policy ends; or
2. the date Your Supplemental Accidental Death and Dismemberment Insurance under the Group Policy ends; or
3. the date insurance for Your Dependents ends for Your class; or
4. the end of the period for which the last premium has been paid for the Dependent; or
5. the date the person ceases to be a Dependent, except that in the case of a Child who has reached the maximum age, insurance will end on the last day of the calendar year; or
6. the last day of the month in which You die.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS for information concerning the option to convert to an individual policy of life insurance if Life Insurance for a Dependent ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (For MN Residents see Minnesota Notice Page)

FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if the child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

AT THE POLICYHOLDER'S OPTION

FOR YOUR SPOUSE. A Spouse, who is insured for Dependent Life Insurance on the date of Your death, may elect to continue the Dependent Life Benefits in effect on his or her own account and on account of any Child on the date of Your death, by completing an election form furnished by Us. Benefits so continued shall end on the earliest of:

1. the date the Group Policy ends; or
2. the date of the surviving Spouse's remarriage, or establishment of a new Domestic Partner relationship; or
3. the date a surviving Child ceases to be a Dependent, except that in the case of a Child who has reached the maximum age, insurance will end on the last day of the calendar year; or
4. the last day of the calendar month in which the surviving Spouse reaches age 70; or
5. the date of the surviving Spouse's death; or
6. the end of the period for which the last premium has been paid for the surviving Spouse.

EVIDENCE OF INSURABILITY

No evidence of insurability is required for the insurance described in this certificate.

LIFE INSURANCE: FOR YOU

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

LIFE INSURANCE: FOR YOUR DEPENDENTS

If a Dependent dies, Proof of the Dependent's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the life of such Dependent on the date of death.

PAYMENT OPTIONS

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU

For purposes of this section, the term "ABO Eligible Life Insurance" refers to each of Your Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the SCHEDULE OF BENEFITS.

If You become Terminally Ill, You or Your legal representative have the option to request Us to pay ABO Eligible Life Insurance before Your death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect.

Terminally Ill or Terminal Illness means that due to injury or sickness, You are expected to die within 12 months.

Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$2,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally Ill.

We will only pay an accelerated benefit for each ABO Eligible Life Insurance benefit once.

Proof of Your Terminal Illness

We will require the following Proof of Your Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that You are Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact Us to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for each ABO Eligible Life Insurance benefit in effect for You, subject to the following:

Maximum Accelerated Benefit Amount. The maximum amount We will pay for each ABO Eligible Life Insurance benefit is shown in the SCHEDULE OF BENEFITS.

Scheduled Reduction of an ABO Eligible Life Insurance Benefit. If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 12 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

Previous Conversion of an ABO Eligible Life Insurance Benefit. We will not pay an accelerated benefit for any amount of ABO Eligible Life Insurance which You previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU (continued)

Effect of Payment of an Accelerated Benefit

On Contribution for Your Life Insurance. After We pay the accelerated benefit, any future contributions for Life Insurance You are required to pay will be based upon the amount of Your Insurance remaining after the accelerated benefit is paid.

On Your Life Insurance at Your death. The amount of Life Insurance that We will pay at Your death will be decreased by the amount of the accelerated benefit paid by Us.

On Your Life Insurance at conversion. The amount to which You are entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU will be decreased by the amount of the accelerated benefit paid by Us.

On Your Accidental Death and Dismemberment Insurance. Payment of an accelerated benefit will not affect Your Accidental Death and Dismemberment Insurance.

Date Your Option to Accelerate Benefits Ends

The accelerated benefit option will end on the earliest of:

- the date the ABO Eligible Life Insurance ends;
- the date You or Your legal representative assign all ABO Eligible Life Insurance;
- the date You or Your legal representative have accelerated all ABO Eligible Life Insurance benefits.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE

If Your Spouse becomes Terminally Ill, You or Your legal representative have the option to request Us to pay Life Insurance for Your Spouse before their death. This is called an accelerated benefit. The request must be made while Life Insurance for Your Spouse is in effect.

Terminally Ill or Terminal Illness means that due to injury or sickness, Your Spouse is expected to die within 12 months.

Requirements For Payment of an Accelerated Benefit

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of Life Insurance for the Terminally Ill Spouse equals or exceeds \$2,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that Your Spouse is Terminally Ill.

We will only pay an accelerated benefit for Life Insurance for Your Spouse once.

Proof of Your Spouse's Terminal Illness

We will require the following Proof of Your Spouse's Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that Your Spouse is Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

You or Your legal representative should contact Us to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

Accelerated Benefit Amount

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for the amount of Life Insurance in effect for a Terminally Ill Spouse, subject to the following:

Maximum Accelerated Benefit Amount. The maximum amount We will pay is shown in the SCHEDULE OF BENEFITS.

Scheduled Reduction of Life Insurance for a Terminally Ill Spouse. If the Life Insurance in effect for a Terminally Ill Spouse is scheduled to reduce within the 12 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of Life Insurance that will be in effect for Your Spouse immediately after the reduction(s) scheduled for such period.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

Effect of Payment of an Accelerated Benefit.

On Contribution for Life Insurance. After We pay the accelerated benefit, any future contributions for Life Insurance You are required to pay for Life Insurance for Your Spouse will be based upon the amount of Life Insurance for Your Spouse remaining after payment of the accelerated benefit.

LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE (continued)

On Payment of Life Insurance at a Dependent's death. The amount of Life Insurance that We will pay at death of Your Spouse for whom We paid an accelerated benefit will be decreased by the amount of the accelerated benefit paid by Us for such Dependent.

On Life Insurance at conversion. The amount to which Your Spouse for whom We paid an accelerated benefit is entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS provision will be decreased by the amount of the accelerated benefit paid by Us for Your Spouse.

On Your Dependents' Accidental Death and Dismemberment Insurance. Payment of an accelerated benefit will not affect Your Dependents' Accidental Death and Dismemberment Insurance.

Date Your Option to Accelerate Benefits Ends

The accelerated benefit option for Your Spouse will end on the earliest of:

- the date Life Insurance for Your Spouse ends;
- the date Your rights in Life Insurance for Your Spouse are assigned; or
- the date You or Your legal representative have accelerated all Dependent Life Insurance benefits.

LIFE INSURANCE: CONVERSION OPTION FOR YOU

If Your life insurance ends for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

When You Will Have the Option to Convert

You will have the option to convert when:

- Your life insurance ends because:
 - You cease to be in an eligible class;
 - Your employment ends;
 - this Group Policy ends, provided You have been insured for life insurance for at least 5 continuous years; or
 - this Group Policy is amended to end all life insurance for an eligible class of which You are a member, provided You have been insured for at least 5 continuous years.

A reduction in the amount of Your life insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

Application Period

If You opt to convert Your life insurance for any of the reasons stated above, We must receive a completed conversion application form from You within the Application Period described below.

If You are given Written notice of the option to convert within 15 days before or after the date Your life insurance ends, the Application Period begins on the date that such life insurance ends and expires 31 days after such date.

If You are given Written notice of the option to convert more than 15 days after the date Your life insurance ends, the Application Period begins on the date such life insurance ends and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Your life insurance ends.

Option Conditions

The option to convert is subject to the following:

- A. Our receipt within the Application Period of:
 - Your Written application for the new policy; and
 - the premium due for such new policy;
- B. the premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance for which you apply;
 - Your class of risk; and
 - Your age;
- C. the new policy may be on any form then customarily offered by Us excluding term insurance;
- D. the new policy will be issued without an accidental death and dismemberment benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
- E. the new policy will take effect on the 32nd day after the date Your life insurance ends; this will be the case regardless of the duration of the Application Period.

LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)

Maximum Amount of the New Policy

If Your Life Insurance ends due to the end of this Group Policy or the amendment of this Group Policy to end all life insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under this Group Policy; or
- \$2,000.

If Your life insurance ends due to the Policyholder's organizational restructuring, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any other group policy within 31 days after the date insurance ends under this Group Policy.

If Your life insurance ends for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance which ends under this Group Policy.

If You Die Within 31 Days After Your Life Insurance Ends

If You die within 31 days after Your life insurance ends, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary. The amount We will pay is the amount You were entitled to convert.

The amount You were entitled to convert will not be paid as insurance under both a new individual conversion policy and the Group Policy.

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS

If life insurance for a Dependent ends for any of the reasons stated below, You or that Dependent will have the option to buy from Us an individual policy of life insurance on the life of the Dependent ("new policy") during the Application Period in accordance with the conditions and requirements of this section. This is referred to as "the option to convert". Evidence of the Dependent's insurability will not be required.

When You or a Dependent Will Have the Option to Convert

You will have the option to convert life insurance for a Dependent when:

- life insurance for the Dependent ends because:
 - You cease to be in an eligible class;
 - Your employment ends;
 - this Group Policy ends, provided You have been insured for life insurance for the Dependent for at least 5 continuous years; or
 - this Group Policy is amended to end all life insurance for Dependents for an eligible class of which You are a member, provided You have been insured for life insurance for the Dependent for at least 5 continuous years.

A Dependent will have the option to convert when:

- life insurance for such Dependent ends because that Dependent ceases to qualify as a Dependent as defined in this certificate, or
- You die.

A reduction in the amount of life insurance for a Dependent as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

You must notify Us in the event that a Dependent ceases to qualify as a Dependent as defined in this certificate.

Application Period

If You or a Dependent opt to convert as stated above, We must receive a completed conversion application form within the Application Period described below.

If Written notice of the option to convert is given within 15 days before or after the date life insurance for a Dependent ends, the Application Period begins on the date that such life insurance ends and expires 31 days after such date.

If Written notice of the option to convert is given more than 15 days after the date life insurance for the Dependent ends, the Application Period begins on the date such life insurance ends and expires 15 days from the date of such notice. In no event will the Application Period exceed 91 days from the date Life Insurance for the Dependent ends.

Option Conditions

The option to convert is subject to the following:

- A. Our receipt within the Application Period of:
 - a Written application for the new policy for the Dependent; and
 - the premium due for such new policy;
- B. the premium rates for the new policy will be based on:
 - Our rates then in use;
 - the form and amount of insurance which is applied for;

LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS (continued)

- the Dependent's class of risk; and
 - the Dependent's age;
- C. the new policy may be on any form then customarily offered by Us excluding term insurance;
- D. the new policy will be issued without an accidental death and dismemberment benefit, an accelerated benefit option, waiver of premium benefit or any other rider or additional benefit; and
- E. the new policy will take effect on the 32nd day after the date Life Insurance for the Dependent ends; this will be the case regardless of the duration of the Application Period.

Maximum Amount of the New Policy

If Life Insurance for a Dependent ends due to the end of this Group Policy or the amendment of this Group Policy to end all life insurance for Dependents for an eligible class of which You are a member, the maximum amount of insurance that may be elected for the new policy is the lesser of:

- the amount of Life Insurance for the Dependent that ends under this Group Policy less the amount of life insurance for Dependents for which You become eligible under any group policy within 31 days after the date insurance ends under this Group Policy; or
- \$2,000.

If life insurance for a Dependent ends due to the Policyholder's organizational restructuring, the maximum amount of insurance that may be elected for the new policy is the amount of life insurance for the Dependent that ends under this Group Policy less the amount of life insurance for dependents for which You become eligible under any other group policy within 31 days after the date insurance ends under this Group Policy.

If Your life insurance for a Dependent ends for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance for a Dependent that ends under this Group Policy.

If a Dependent Dies Within the 31 Days After Life Insurance for a Dependent Ends

If a Dependent dies within 31 days after the date life insurance for the Dependent ends, Proof of the Dependent's death must be sent to Us. When we receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary. The amount We will pay is the amount that could have been converted.

The amount that could have been converted will not be paid as insurance under both a new individual conversion policy and the Group Policy.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If You or a Dependent sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim and, if We approve it, will pay the insurance in effect on the date of the injury.

Direct and Sole Cause means that the Covered Loss occurs within 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

We will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

PRESUMPTION OF DEATH

You and/or a Dependent will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which You and/or a Dependent were traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 1 year of:
 - the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
 - the date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.

EXCLUSIONS (See notice page for residents of Missouri)

We will not pay benefits under this section for any loss caused or contributed to by:

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury;
5. service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country;
6. any incident related to:
 - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
 - parachuting or otherwise exiting from an aircraft while such aircraft is in flight, except for self-preservation;
 - travel in an aircraft or device used:
 - for testing or experimental purposes;
 - by or for any military authority; or
 - for travel or designed for travel beyond the earth's atmosphere;
7. committing or attempting to commit a felony;
8. the voluntary intake or use by any means of:
 - any drug, medication or sedative, unless it is:

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

- taken or used as prescribed by a Physician; or
 - an "over the counter" drug, medication or sedative taken as directed;
 - alcohol in combination with any drug, medication, or sedative; or
 - poison, gas, or fumes; or
9. war, whether declared or undeclared; or act of war, insurrection, rebellion or riot.

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For any other loss sustained by You, or for any loss sustained by a Dependent, We will pay benefits to You.

If You or a Dependent Spouse sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

If Your Dependent Child sustains one or more Covered Loss due to an accidental injury and does not die within 90 days of the accidental injury the amount We will pay, on behalf of such injured Child, will not exceed 200% of the Full Amount. If such Child dies within 90 days of the accidental injury the amount We will pay will not exceed the Full Amount payable for Loss of Life.

We will pay benefits in one sum. Other modes of payment may be available upon request. For details call Our toll free number shown on the Certificate Face Page.

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Accidental Death and Dismemberment Insurance to the Beneficiary receiving payment of Your Accidental Death and Dismemberment Insurance including payment of any Additional Benefits, or We may pay Your estate. If a Beneficiary is a minor or is incompetent to receive payment, We will pay that person's guardian.

APPLICABILITY OF PROVISIONS

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this certificate except as may otherwise be provided in such Additional Benefit sections.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: SEAT BELT USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional Seat Belt Use benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
 - was in an accident while driving or riding as a passenger in a Passenger Car;
 - was wearing a Seat Belt which was properly fastened at the time of the accident; and
 - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened. A copy of such certification must be submitted to Us with the claim for benefits.

Passenger Car means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

Seat Belt means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

BENEFIT AMOUNT

The Seat Belt Use benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be more than \$25,000 .

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: AIR BAG USE

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
 - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
 - was riding in a seat protected by an Air Bag;
 - was wearing a Seat Belt which was properly fastened at the time of the accident; and
 - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened and that the Passenger Car in which the deceased was traveling was equipped with Air Bags. A copy of such certification must be submitted to Us with the claim for benefits.

Passenger Car means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

Seat Belt means any restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

The term includes any child restraint device that meets the requirements of state law.

Air Bag means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

BENEFIT AMOUNT

The Air Bag Use Benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be more than \$25,000 .

BENEFIT PAYMENT

For loss of Your life, We will pay benefits to Your Beneficiary.

For a loss of a Dependent's life, We will pay benefits to You.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT

Subject to the provisions of the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, We will pay this additional benefit if:

1. We receive Proof that You or a Dependent are confined in a Hospital as a result of an accidental injury which is the direct result of such confinement independent of other causes; and
2. this benefit is in effect on the date of the injury.

BENEFIT AMOUNT

We will pay an amount for each full month of Hospital Confinement equal to the lesser of:

- 1% of the Full Amount shown in the SCHEDULE OF BENEFITS; and
- \$2,000.

We will pay this benefit on a monthly basis beginning on the 5th day of confinement, for up to 12 months of continuous confinement. This benefit will be paid on a pro-rata basis for any partial month of confinement.

We will only pay benefits for one period of continuous confinement for any accidental injury. That period will be the first period of confinement that qualifies for payment.

BENEFIT PAYMENT

Benefit payments will be made monthly. Payment will be made to You.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: REHABILITATIVE PHYSICAL THERAPY

We will pay this additional benefit if:

1. We pay a benefit for a loss resulting from an accidental injury to You or a Dependent, under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. We receive Proof that rehabilitative physical therapy has been prescribed within 90 days of the Covered Loss by the attending Physician as necessary to treat a physical condition resulting from the Covered Loss; and
3. this benefit is in effect on the date of the injury.

Such rehabilitative physical therapy must be provided within 1 year of the prescription by a Physician or therapist licensed to provide the therapy in the jurisdiction where such services are performed.

BENEFIT AMOUNT

We will pay an amount equal to the least of:

- the actual charges incurred for such Rehabilitative Physical Therapy;
- 10% of the Full Amount shown in the SCHEDULE OF BENEFITS; or
- \$10,000.

BENEFIT PAYMENT

We will pay this benefit quarterly when We receive Proof that charges for Rehabilitative Physical Therapy have been paid. Payment will be made to You.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: THERAPEUTIC COUNSELING

We will pay this additional benefit if:

1. We pay a benefit for a loss resulting from an accidental injury to You or a Dependent, under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. We receive Proof that therapeutic counseling has been prescribed for
 - You;
 - Your Spouse; or
 - Your natural, adopted or stepchildren;within 90 days of the Covered Loss by the attending Physician as necessary to treat an emotional or psychological condition resulting from the Covered Loss; and
3. this benefit is in effect on the date of the injury.

Such therapeutic counseling must be provided within 1 year of the prescription by a Physician, therapist or counselor licensed to provide the counseling in the jurisdiction where such services are performed.

BENEFIT AMOUNT

We will pay an amount equal to the least of:

- the actual charges incurred for such Therapeutic Counseling;
- 10% of the Full Amount shown in the SCHEDULE OF BENEFITS; or
- \$10,000.

BENEFIT PAYMENT

We will pay this benefit quarterly when We receive Proof that charges for Therapeutic Counseling have been paid. Payment will be made the person who paid such charges.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)

ADDITIONAL BENEFIT: REPATRIATION EXPENSE

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the death occurred at least 100 miles from the deceased's principal place of residence.

BENEFIT AMOUNT

We will pay an additional benefit equal to the charges incurred for the preparation and transportation of the deceased's body to the city of the deceased's principal residence; not to exceed \$5,000.

BENEFIT PAYMENT

We will pay this benefit when We receive Proof that the charges described above have been paid. Payment will be made to the person who paid such charges.

FILING A CLAIM

CLAIMS FOR LIFE INSURANCE BENEFITS

When there has been the death of an insured person, notify Us by calling 1-888-622-6616. This notice should be given to Us as soon as is reasonably possible after the death. The claim form will be sent to the beneficiary or beneficiaries of record.

The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to Us as instructed on the claim form.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time We make payment.

FILING A CLAIM

CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

When there has been a Covered Loss, notify Us by calling 1-888-622-6616. This notice should be given to Us as soon as is reasonably possible but in any case within 20 days of the Covered Loss. The claim form will be sent to You or the beneficiary or beneficiaries of record.

The claim form should be completed and sent along with Proof of the Covered Loss to Us as instructed on the claim form. If You or the beneficiary have not received a claim form within 15 days of giving notice of the claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

The claimant must give us Proof no later than 90 days after the date of the Covered Loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice or Proof are given as soon as is reasonably possible.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time We make payment.

Time Limit on Legal Actions. A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

GENERAL PROVISIONS

Applicant Owner means a person other than You who applied for the benefits provided under Group Policy Number 95761-G and/or Group Policy Number 95764-G on account of You. Such person must be an adult who had a relationship to You as follows: Spouse, child, son-in-law, daughter-in-law, parent, brother, sister, brother-in-law, sister-in-law, grandchild or grandparent.

Note: You could not name any new Applicant Owner on and after January 1, 2001.

Prior to January 1, 2001, Your Supplemental Life and/or Supplemental Accidental Death and Dismemberment Insurance could be applied for by the Applicant Owner. The Applicant Owner was then vested with all right, title, interest and incidents of ownership, both present and future, in Your benefits including, but not limited to, the following:

- the right to enroll or make any contributions required to keep the coverage in force; and
- the right to change Your Beneficiary.

In such case, a separate certificate which summarizes the provisions as they relate to the Applicant Owner will be provided ; the benefits described in this Certificate are null, void and of no effect.

If the Applicant Owner ceases to qualify as an Applicant Owner, Your Supplemental Life and/or Supplemental Accidental Death and Dismemberment Insurance will end on the day immediately following the date of the event which causes the Applicant Owner to no longer qualify as such, as set forth in the form with the title **DATE YOUR INSURANCE ENDS**. Please contact Us if You need more information.

Assignment

You may assign Your Supplemental Life and/or Your Supplemental Accidental Death and Dismemberment Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment as described below.

We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Policyholder acknowledges that the Life and/or Accidental Death and Dismemberment Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording

Viatical assignments may only be made after Your Life Insurance has been in effect under this certificate for 2 years. However, you may make a viatical assignment before the end of the 2 year period if you are Terminally Ill.

Terminally Ill means that You are expected to die within 12 months. As Proof of Your Terminal Illness You or Your legal representative must send Us a signed Physician's certification that You are Terminally Ill. We may also request an exam by a Physician of Our choice, at Our expense.

You may have made an irrevocable assignment under a group policy that the Group Policy replaces. In this case, We will recognize the assignee(s) under such assignment as owners of Your right, title and interest under the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You, the assignee(s) and the Policyholder; and
3. the Written form is delivered to Us for recording.

GENERAL PROVISIONS (continued)

All other insurance under the Group Policy may not be assigned prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to Us using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to Us within 90 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated at the time of Your death, Your Beneficiary for all or part of the amount of benefits payable because of Your death will be the Beneficiary You last designated for Basic Life under Group Policy No. 95746-G or, if none, under Group Policy No. 14000-G.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse;
- Your child(ren);
- Your parent(s); or

Instead of making payment to any of the above, we may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment.

For Your Life Insurance for Your Dependents, We will pay You as the Beneficiary, if alive. If You are not alive, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse;
- Your child(ren);
- Your parent(s); or

Instead of making payment to any of the above, we may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment.

For Your Dependent Life Insurance that is continued by Your surviving Spouse following Your death, We will pay Your surviving Spouse as the Beneficiary if alive. If Your surviving Spouse is not alive, We will pay Your surviving Spouse's beneficiary.

In all other instances, We will determine Your surviving Spouse's Beneficiary to be one or more of the following persons who are related to Your surviving Spouse and who survive Your surviving Spouse:

- Your surviving Spouse's child(ren); or
- Your surviving Spouse's parent(s);

Instead of making payments to any of the above, We may pay Your surviving Spouse's estate.

If a Beneficiary or payee is a minor or incompetent to receive payment, We will pay that person's guardian.

GENERAL PROVISIONS (continued)

Entire Contract.

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to contest life insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest life insurance after it has been in force for 2 years during Your life, unless the statement is fraudulent. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life, unless the statement is fraudulent.

Misstatement of Age

If Your or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

Physical Exams

If a claim is submitted for insurance benefits other than life insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

Autopsy

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

THE PRECEDING PAGE IS THE END OF THE CERTIFICATE.
THE FOLLOWING IS ADDITIONAL INFORMATION.

ERISA INFORMATION

NAME AND ADDRESS OF POLICYHOLDER AND PLAN ADMINISTRATOR

Trustees of Delphi Salaried Retirees Association Benefit Trust
c/o First Person, Inc.
9000 Keystone Crossing, Suite 910
Indianapolis, IN 46240
Telephone No. 1-317-218-1537

CLAIMS ADMINISTRATOR

MetLife
P.O. Box 14406
Lexington, KY 40512-4406
Telephone No. 1-888-622-6616

EMPLOYER IDENTIFICATION NUMBER: 26-4594868

PLAN NUMBER	COVERAGE	PLAN NAME
501	Supplemental Life Insurance, Dependent Life Insurance, Supplemental Accidental Death and Dismemberment Insurance and Dependent Accidental Death and Dismemberment Insurance	The Delphi Salaried Retirees Association Benefit Trust

TYPE OF ADMINISTRATION

The above listed benefits are insured by Metropolitan Life Insurance Company ("MetLife").

AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under the Plan, service of legal process may be made upon the Plan administrator at the above address. For disputes seeking payment of benefits, service of legal process may be made upon MetLife by serving MetLife's designated agent to accept service of process.

ELIGIBILITY FOR INSURANCE; DESCRIPTION OR SUMMARY OF BENEFITS

Your MetLife certificate describes the eligibility requirements for insurance provided by MetLife under the Plan. It also includes a detailed description of the insurance provided by MetLife under the Plan.

PLAN TERMINATION OR CHANGES

The group policy sets forth those situations in which the Policyholder and/or MetLife have the rights to end the policy.

The Policyholder reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the insurance described herein for the duration of your retirement. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event Your insurance ends in accordance with the DATE YOUR INSURANCE ENDS and DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsections of Your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in Your MetLife certificate.

CONTRIBUTIONS AND RETROSPECTIVE EXPERIENCE RATE REFUND

There are benefits insured under the group insurance coverages or the group insurance policy or policies which are combined for experience. This means that the costs of these coverages are determined on a combined basis, and the costs are accumulated from year to year. As a result, favorable experience under one or more coverage in a particular year may offset unfavorable experience on other coverages in the same year, or offset unfavorable experience of coverage in prior years.

This means that favorable experience under this insurance coverage for one or more years may be held in reserve and used to offset unfavorable experience in other years for the Supplemental life insurance benefit only. If experience is favorable or unfavorable for sustained periods, upon the advice of our actuaries, employee contributions may be reduced or increased. In some years, the Plan Administrator may make a contribution to the Plan to offset unfavorable experience, but is not obligated to do so.

Retrospective experience rate refunds declared by the insurer under the group insurance policy or policies may be used to reduce the Plan Administrator's cost for the coverages in the same or prior years. In the unlikely event that total retrospective experience rate refunds were to exceed the Plan Administrator's cumulative costs for the coverage, the excess would be used for the benefit of employees covered by the group insurance policies.

You must make a contribution to the cost of Supplemental Life Insurance, Supplemental Accidental Death and Dismemberment Insurance, Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance.

The total premium rate for insurance provided under the Plan by MetLife is set by MetLife.

PLAN YEAR

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

Qualified Domestic Relations Orders/Qualified Medical Child Support Orders

You and your beneficiaries can obtain, without charge, from the Plan Administrator a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and Qualified Medical Child Support Orders (QMCSO).

CLAIMS INFORMATION

Procedures for Presenting Claims for Life and Accidental Death and Dismemberment Benefits

All claim forms needed to file for benefits under the group insurance program can be obtained from MetLife who will also be ready to answer questions about the insurance benefits and to assist you or, if applicable, the claimant in filing claims. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully.

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the Policyholder who is usually able to provide the necessary information.

CLAIM SUBMISSION

In submitting claims for life and accidental death and dismemberment benefits ("Benefits"), the claimant must complete the appropriate claim form and submit the required Proof as described in the certificate.

Claim forms must be submitted in accordance with the instructions on the claim form.

Initial Determination

After MetLife receives your claim for Benefits, MetLife will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 90 days from the date we received your claim, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 90 additional days.

If MetLife denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because MetLife did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. The notification will also include a description of the Plan review procedures and time limits, including a statement of your right to bring a civil action if your claim is denied after an appeal.

Appealing the Initial Determination

In the event a claim has been denied in whole or in part, you or, if applicable, your beneficiary can request a review of your claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after you or, if applicable, your beneficiary received notice of denial of the claim. When requesting a review, please state the reason you or, if applicable, your beneficiary believe the claim was improperly denied and submit in writing any written comments, documents, records or other information you or, if applicable, your beneficiary deem appropriate. Upon your written request, MetLife will provide you free of charge with copies of relevant documents, records and other information.

MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and you or, if applicable, your beneficiary will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received your request for review, unless MetLife notifies you within that period that there are special circumstances requiring an extension of time of up to 60 additional days.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of your right to bring a civil action if your claim is denied after an appeal. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

Discretionary Authority of Plan Administrator and Other Plan Fiduciaries

In carrying out their respective responsibilities under the Plan, the Plan administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

STATEMENT OF ERISA RIGHTS

The following statement is required by federal law and regulation.

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all 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, all Plan documents, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions. 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.

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 the interest of you and other Plan participants and beneficiaries.

No one, including your employer 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 copies of 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 a copy of Plan documents or the latest annual report 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 you 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 qualified 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, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of

Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

FUTURE OF THE PLAN

It is hoped that the Plan will be continued indefinitely, but the Trustees of Delphi Salaried Retirees Association Benefit Trust reserve the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

The Trustees of Delphi Salaried Retirees Association Benefit Trust shall be empowered to amend or terminate the Plan or any benefit under the Plan at any time.

Supplementary ERISA Information For Legal Services

The ERISA information set forth above which pertains to Group Supplemental Life Insurance also applies to Legal Services – Will Preparation Benefit and Estate Resolution Benefit, except as noted below:

Coverage

Legal Services – Will Preparation Benefit and Estate Resolution Benefit

Type of Administration

Legal Services – Will Preparation Benefit and Estate Resolution Benefit is administered by Hyatt Legal Plans, Inc.

Agent for Service of Legal Process

For disputes arising under those portions of the Plan administered by Hyatt Legal Plans, Inc., service of legal process may be made upon Hyatt Legal Plans, Inc.

Eligibility For Will Preparation Benefit and Estate Resolution Benefit - Description or Summary of Benefits

Your MetLife Group Supplemental Life Insurance certificate describes the eligibility requirements for the Legal Services - Will Preparation Benefit and Estate Resolution Benefit under the Plan. It also includes a summary description of the benefit. For more detailed information, you may contact the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

Plan Termination or Changes

The Will Preparation Benefit and Estate Resolution Benefit is being provided by Hyatt Legal Plans, Inc. through an agreement between MetLife and Hyatt Legal Plans, Inc. and may be terminated at any time.

Contributions

No contribution is required for Legal Services – Will Preparation Benefit and Estate Resolution Benefit.

Claims Information

Claims information for Legal Services – Will Preparation Benefit and Estate Resolution Benefit may be obtained by contacting the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

For information about the Will Preparation Service and Estate Resolution Service, you may contact the provider, Hyatt Legal Plans, Inc. by phone.

Phone: 1-800-821-6400