

**LIFE INSURANCE BENEFITS
FOR U.S. EMPLOYEES AND
RETIREES**

Under

**UNITED TRANSPORTATION
UNION -YARDMASTER
DEPARTMENT
SUPPLEMENTAL LIFE
INSURANCE PLAN**

Effective January 1, 2000

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I. INTRODUCTION

This booklet describes the supplemental life insurance benefit that is available to U.S. employees and retirees under United Transportation Union – Yardmaster Department Supplemental Life Insurance Plan (the Plan). We urge you to read it carefully, and to keep it in a safe place. Your Beneficiary should know where it is kept.

This booklet does not constitute a legal contract. The Plan has been established under an insurance policy. If there are any differences between this booklet and the insurance policy, the policy will govern.

For information about your supplemental life insurance benefit or how to file a claim, call Minnesota Life toll-free at 1-800-328-9442, ext. 55346.

A. Benefit Schedule

The supplemental life insurance benefit under the Plan is provided through Group Policy No. 29649-G issued to United Transportation Union – Yardmaster Department by Minnesota Life Insurance Company. The group policy provides the following benefit, subject to the remaining provisions of this booklet.

BENEFIT FOR ELIGIBLE EMPLOYEES

	<u>Amount</u>
LIFE INSURANCE	\$10,000

BENEFIT FOR RETIRED EMPLOYEES

LIFE INSURANCE.....	\$ 2,000
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B. Effective Date of Supplemental Life Insurance

Group Policy No. 29649-G issued by Minnesota Life Insurance Company is effective on January 1, 2000.

C. Conversion Of Life Insurance To Personal Policy

If your supplemental life insurance coverage under the Plan ceases, you may be permitted to purchase a personal policy of life insurance from Minnesota Life Insurance Company, without having to give proof of good health. Certain restrictions will apply, though. See Section IV of this booklet.

D. No Cash Value or Assignment

The supplemental life insurance provided under the Plan does not at any time provide paid-up insurance, or loan or cash values. Nor may you assign your insurance benefits to anyone else.

II. DEFINITIONS

The following terms used in this booklet have the meanings set forth below:

“Eligible Employee” means a person who: (1) is insured under Minnesota Life Group Policy No. 29649-G and who is a Regularly Assigned Yardmaster; or (2) is an Officer of the Policyholder.

If the Insured Employee stops being a regularly assigned Yardmaster, but continues to hold Yardmaster seniority and continues to be insured under Minnesota Life Group Policy No. 29649-G, such Insured Employee will continue to be an Eligible Employee under this policy.

“Group Policy” means Group Policy No. 29649-G issued by Minnesota Life Insurance Company to the Policyholder for supplemental life insurance benefits under this Plan.

“Minnesota Life” means Minnesota Life Insurance Company. Minnesota Life’s home office is located at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

“Participating Employer” means an employer that participates in the Plan. The employers participating in the Plan as of January 1, 2000, include the Amtrak, Burlington Northern Santa Fe, Conrail, CSX Transportation, Delaware & Hudson Railroad, G.T.W., Illinois Central Railroad, Indiana Harbor Belt Railroad, Kansas City Southern Railway Co., New Jersey Transit Rail Operations, New Orleans Public Belt Railroad, Norfolk Southern Railroad, Northeast Illinois Railroad Corp., Peoria & Pekin Union Railway, Port Terminal Railroad Association, Soo Line Railroad Co., Terminal Railroad Assoc. of St. Louis, Texas City Terminal Railway, Union Pacific and other railway carriers reported to Minnesota Life by United Transportation Union – Yardmaster Department for inclusion in the policy, along with their wholly-owned subsidiaries.

“Requisite Amount of Compensated Service” means compensated service rendered on at least one (1) day per calendar month.

“Requisite Amount of Vacation Pay” means vacation pay received on at least one (1) day per calendar month.

“Retired Employee” means a person who meets all of the following requirements:

1. He or she retires to receive an age or disability annuity for which he or she is eligible under the Railroad Retirement Act on or before the date his or her life insurance as an Eligible Employee under Minnesota Life Group Policy No. 29649-G or under The Railroad Employees National Health and Welfare Plan terminates; and
2. He or she applies for the annuity within 24 months after the date his or her life insurance as an Eligible Employee under Minnesota Life Group Policy No. 29649-G or under The Railroad Employees National Health and Welfare Plan terminates, except that this requirement will not apply to an Eligible Employee who dies within the 24-month period; and
3. His or her life insurance as an Eligible Employee under Minnesota Life Group Policy No. 29649-G or under The Railroad Employees National Health and Welfare Plan terminated on or after the date life insurance for retired employees first became effective for his or her class under Minnesota Life Group Policy No. 29649-G or any other policy issued to The Railroad Employees National Health and Welfare Plan; and
 - a. He or she retired on or before September 1, 1999, and had last worked under a collective bargaining agreement between a Participating Employer and the UTU; or
 - b. He or she retired after September 1, 1999, and either (i) would have been an Eligible Employee under this Plan on January 1, 2000 had he or she not retired, or (ii) was an Eligible Employee under this Plan when he or she last worked.

If a Retired Employee under age 65 is receiving an annuity and that annuity terminates in accordance with the provisions of the Railroad Retirement Act, he or she will no longer be considered a Retired Employee for purposes of supplemental life insurance under this Plan. If such a person again receives an annuity under the Railroad Retirement Act, that person will again become a Retired Employee for purposes of supplemental life insurance under the Plan. If a Retired Employee returns to compensated service with a Participating Employer or with any employer who participates in The Railroad Employees National Health and Welfare Plan, he or she will no longer be considered a Retired Employee for purposes of supplemental life insurance under this Plan.

III. SUPPLEMENTAL LIFE INSURANCE UNDER THE PLAN

A. Coverage

If you die while you are covered under the Group Policy, Minnesota Life will pay to your Beneficiary the amount of supplemental life insurance on your life that is in effect on the date of your death. (See Section I of this booklet.)

B. Amount

The amount of supplemental life insurance under the Plan is:

For Eligible Employees	\$10,000
For Retired Employees	\$ 2,000

IV. RIGHT TO CONVERT TO A PERSONAL POLICY OF LIFE INSURANCE

If your supplemental life insurance under the Plan as an Eligible Employee or as a Retired Employee ends (see Section V of this booklet), you may purchase a personal policy of life insurance from Minnesota Life. You will not have to give Minnesota Life proof of your good health. You must apply for the policy in writing during the "conversion period," however, and your right to purchase the policy is subject to certain conditions, described in Sections IV(B) and IV(C) below. To apply for a personal policy, call Minnesota Life at this toll-free number:

1-800-328-9442, extension 55346.

Minnesota Life will then send you the necessary forms to convert your life insurance under the Plan to a personal life insurance policy.

A. Conversion Period

The "conversion period" is the 31-day period after your life insurance as an Eligible Employee or as a Retired Employee, as the case may be, ends under the Plan. If you are an Eligible Employee and have been furloughed, suspended or dismissed, or are pregnant, the conversion privilege is extended as follows:

1. If you are placed on furlough at any time after you had rendered the Requisite Amount of Compensated Service during three calendar months as an Eligible Employee, the conversion period is extended during your furlough until the end of the fourth calendar month following the calendar month in which you last rendered the Requisite Amount of Compensated Service for a Participating Employer. If you received the Requisite Amount of Vacation Pay before the date on which you were furloughed but in a calendar month subsequent to the calendar month in which you last rendered the Requisite Amount of Compensated Service, the conversion period extension described above will continue during your furlough until the end of the fourth calendar month following the calendar month in which you received the Requisite Amount of Vacation Pay.

2. If you are suspended by a Participating Employer at any time after you had completed six months of an employment relationship with that Participating Employer and had rendered the Requisite Amount of Compensated Service during three calendar months as an Eligible Employee, the conversion period is extended until the end of the fourth calendar month following the calendar month in which you last rendered the Requisite Amount of Compensated Service for a Participating Employer or received the Requisite Amount of Vacation Pay.
3. If you are dismissed by a Participating Employer at any time after you had completed six months of an employment relationship with that Participating Employer and had rendered the Requisite Amount of Compensated Service during three calendar months as an Eligible Employee, the conversion period is extended until the end of the fourth calendar month following the calendar month in which you last rendered the Requisite Amount of Compensated Service for a Participating Employer. If you received the Requisite Amount of Vacation Pay before the date on which you are dismissed but in a calendar month subsequent to the calendar month in which you last rendered the Requisite Amount of Compensated Service, the conversion period extension described above will continue until the end of the fourth calendar month following the calendar month in which you received the Requisite Amount of Vacation Pay.
4. If you cease to render the Requisite Amount of Compensated Service for a Participating Employer as a result of your pregnancy, the conversion period is extended until the end of the fifth calendar month following the calendar month in which you last rendered the Requisite Amount of Compensated Service for a Participating Employer.

B. Conditions

The personal policy will be issued to you subject to all of these conditions:

1. It will be on one of the forms then usually issued by Minnesota Life, except term insurance.
2. It will not take effect until after the conversion period ends.
3. The premium for the policy will be based on:
 - a. the class of risk to which you belong; and
 - b. your age on the effective date of the policy; and
 - c. the form and amount of the policy.
4. The amount of the policy will not be more than the amount of your life insurance under the Plan on the date that insurance ends. You may purchase a lesser amount.
5. If you change your job but continue to work for your Participating Employer, and in your new job you are not within a class of employees covered by the Plan, the maximum amount of your personal policy will be the amount of your life insurance under the Plan on the date that insurance ends, less any amount of group life insurance for which you are (or may become) eligible within 31 days after your life insurance under the Plan ends.
6. If you become a Retired Employee, the maximum amount of your personal policy will be the amount of your life insurance under the Plan as an Eligible Employee on the date that insurance ends, less the amount of your life insurance under the Plan as a Retired Employee.
7. You will not have the right to purchase a personal policy of life insurance as described in this Section IV if the Group Policy is discontinued or is changed to end life insurance coverage for employees of your Participating Employer or

for the class of employees to which you belong unless you were covered by the Plan for at least two years. If you satisfy that requirement, the amount of your personal policy will not be more than the lesser of:

- a. the amount of your life insurance under the Group Policy on the date that insurance ends, less any amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your life insurance under the Group Policy ends; and
 - b. \$2,000.
8. If you have previously converted life insurance coverage under the Plan, the amount of the personal policy of life insurance you are eligible to purchase will be reduced by the amount you converted before.

C. If You Die During the Conversion Period

If you die during the conversion period, Minnesota Life will pay a death benefit to your Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to Section IV(B) for which a personal policy could have been issued to you. This death benefit will be paid even if you did not apply for a personal policy.

V. WHEN COVERAGE ENDS

A. **Date On Which Supplemental Life Insurance Under the Plan Will Terminate for Eligible Employees**

Your supplemental life insurance as an Eligible Employee under the Plan will end on the earliest of:

1. Subject to any applicable conditions set forth in Section VI of this booklet, the last day of the calendar month following the calendar month in which you last: (a) rendered the Requisite Amount of Compensated Service for a Participating Employer; or (b) received the Requisite Amount of Vacation Pay.
2. Subject to any applicable conditions set forth in Section VI of this booklet, the date your employment ends for reasons other than retirement, such as resignation.
3. The date your Participating Employer or the United Transportation Union – Yardmaster Department ceases to participate in the Plan.
4. The date the class of employees to which you belong (or belonged, while you were an active Eligible Employee) is no longer included under the Plan.
5. The date you become covered under another Railroad Health and Welfare Plan after your coverage under this Plan began.
6. The last day of the period for which premium contributions were made.

Please note that your supplemental life insurance under the Plan may, in certain circumstances, continue past the dates set forth in Items (1) and (2) above. See Section VI of this booklet.

B. **Date On Which Supplemental Life Insurance Under the Plan Will Terminate for Retired Employees**

Your supplemental life insurance as a Retired Employee will end as follows:

1. All benefits will end for a Retired Employee if: (1) he or she is under age 65 and receiving an annuity, and (2) that annuity terminates in accordance with the provisions of the Railroad Retirement Act. In that case, he or she will no longer be considered a Retired Employee for purposes of supplemental life insurance under the Plan, and his or her supplemental life insurance as a Retired Employee will terminate at the end of the calendar month in which his or her annuity terminates. If he or she again receives an annuity under the Railroad Retirement Act, he or she will again become a Retired Employee for purposes of supplemental life insurance under the Plan.
2. If a Retired Employee returns to compensated service with a Participating Employer, or with a Participating Employer in the Railroad Employees National Health and Welfare Plan, his or her supplemental life insurance as a Retired Employee will end at the end of the calendar month in which he or she returns to compensated service.
3. If a Retired Employee's Participating Employer or the United Transportation Union – Yardmaster Department stops participating in the Plan, or if the class of employees to which he or she belonged while in active service ceases to be covered by the Plan, his or her supplemental life insurance coverage will end on the date such participation stops, unless his or her Participating Employer has made special arrangements with Minnesota Life and the Policyholder for such coverage to continue. Please contact Minnesota Life if you are a Retired Employee and you would like more information about your coverage.
4. The date you become covered under Another Railroad Health and Welfare Plan after you became covered under this Plan.

C. Effect Of Termination Of Coverage

Termination of your coverage will not affect a claim which you incurred before your coverage ended.

VI. CONDITIONS UNDER WHICH ACTIVE EMPLOYMENT IS DEEMED TO CONTINUE

Your supplemental life insurance coverage as an Eligible Employee generally will end on the last day of the calendar month following the calendar month in which you last rendered the Requisite Amount of Compensated Service for a Participating Employer (unless one of the events listed in Sections V(A)(3)-(5) occurs earlier). This Section VI, however, sets forth the special rules on continuation of coverage for persons who temporarily or permanently cease rendering the Requisite Amount of Compensated Service due to pregnancy, dismissal, suspension, furlough, disability, retirement, family and medical leave, and under compensation maintenance agreements. These rules apply only for purposes of determining when your coverage ends for purposes of Sections V(A)(1) and (2). They do not supersede the rules set forth in Section V(A)(3) through (5).

A. Pregnancy

If you cease to render the Requisite Amount of Compensated Service for a Participating Employer as a result of your pregnancy, you will be covered until the end of the calendar month following the calendar month in which you last rendered the Requisite Amount of Compensated Service. If you return to work before your coverage ends, you will continue to be covered during the calendar month in which you again render the Requisite Amount of Compensated Service. If you return to work after coverage ends, you will not be covered again until the calendar month following the calendar month in which you again render the Requisite Amount of Compensated Service. Receipt of vacation pay will not extend your coverage beyond the dates set forth above. If you cease to render the Requisite Amount of Compensated Service by reason of disability resulting from your pregnancy, please refer to Section VI(D) on Disability.

B. Dismissal or Suspension

If you are suspended or dismissed by a Participating Employer; and:

1. you have had an employment relationship with your Participating Employer for at least six months, and

2. you have rendered the Requisite Amount of Compensated Service during three calendar months as an Eligible Employee under this Plan,

you will continue to be covered under the Group Policy during your suspension or after your dismissal until the end of the calendar month following the calendar month in which you last rendered the Requisite Amount of Compensated Service, or if you have been suspended, the calendar month in which you last received the Requisite Amount of Vacation Pay, if later.

If you received the Requisite Amount of Vacation Pay before the date on which you are dismissed but in a calendar month subsequent to the calendar month in which you last rendered the Requisite Amount of Compensated Service, the continued coverage described above applicable to dismissed employees will be measured from the calendar month in which you received the Requisite Amount of Vacation Pay.

If you return to work before your coverage ends, you will continue to be covered during the calendar month in which you again render the Requisite Amount of Compensated Service.

If you return to work after your coverage ends, you will not be covered again until the calendar month following the calendar month in which you again render the Requisite Amount of Compensated Service.

If you are awarded full back pay for all time lost as a result of your suspension or dismissal, your coverage will be provided as if you had not been suspended or dismissed in the first place.

If you become disabled before your coverage ends, please refer to Section VI(D) on Disability.

C. Furlough

If you are placed on furlough and if you rendered the Requisite Amount of Compensated Service during three calendar months as an Eligible Employee under this Plan prior to being furloughed, you will continue to be covered under the Group Policy during your furlough until the end of the calendar month

following the calendar month in which you last rendered the Requisite Amount of Compensated Service.

If you received the Requisite Amount of Vacation Pay before the date on which you are furloughed but in a calendar month subsequent to the calendar month in which you last rendered the Requisite Amount of Compensated Service, the continued coverage described above will be measured from the calendar month in which you receive the Requisite Amount of Vacation Pay.

If you return to work before your coverage ends, you will continue to be covered during the calendar month in which you again render the Requisite Amount of Compensated Service.

If you return to work after your coverage ends, you will not be covered again until the calendar month following the calendar month in which you again render the Requisite Amount of Compensated Service.

If you become disabled before your coverage ends, please refer to the Section VI(D) on Disability.

D. Disability

If you cease to render the Requisite Amount of Compensated Service for a Participating Employer solely as a result of disability, including disability due to your pregnancy, or if you become disabled by reason of pregnancy or otherwise before your coverage as a furloughed, suspended or dismissed employee ends, you will be covered under the Group Policy until the end of the calendar year next following the calendar year in which you last rendered the Requisite Amount of Compensated Service, provided you remain continuously disabled and your disability is the only reason you cannot perform work in your regular occupation. Minnesota Life may require proof of your disability.

If you received the Requisite Amount of Vacation Pay before the date on which you relinquished your employment rights for any reason but in a year subsequent to the year in which you last rendered the Requisite Amount of Compensated Service, the

continued coverage described above will be measured from the year in which you received the Requisite Amount of Vacation Pay. Your coverage will end when your disability ends, unless you return to compensated service. Please note that regardless of your disability, your coverage will end if your employment relationship terminates for any reason other than retirement.

E. Retirement

If you retire from service with a Participating Employer, you will continue to be covered as an Eligible Employee under the Group Policy until the end of the calendar month following the calendar month in which you last rendered the Requisite Amount of Compensated Service.

If you received the Requisite Amount of Vacation Pay before the date you relinquish your employment rights to retire, but in a calendar month subsequent to the calendar month in which you last rendered the Requisite Amount of Compensated Service, the continued coverage described above will be measured from the calendar month in which you received the Requisite Amount of Vacation Pay.

F. Eligible Employees Taking Family or Medical Leave Pursuant to the Family and Medical Leave Act of 1993

Solely for purposes of determining whether your supplemental life insurance coverage under the Plan will continue while you are taking a period of family or medical leave authorized and provided for under the Family and Medical Leave Act ("FMLA") enacted by Congress in 1993, such period of authorized leave will be treated as if it were a period during which you rendered the Requisite Amount of Compensated Service, unless your Participating Employer has made arrangements with the Plan not to continue supplemental life insurance during such period. FMLA leave will not be treated as compensated service, however: (i) for purposes of measuring any continued coverage described elsewhere in Section VI of this booklet or (ii) for any purpose whatsoever if you are not covered for supplemental life insurance under the Plan immediately prior to the beginning of the FMLA leave.

If you do not return to compensated service at the end of any period of family or medical leave, you will ordinarily be responsible for reimbursing your Participating Employer for its cost of continuing, during the period of leave, any insurance that was continued during your leave.

Your Participating Employer may determine not to have supplemental life coverage continue for employees who are on FMLA leave, or to limit supplemental life coverage during FMLA leave. In that event the arrangement your Participating Employer has made will apply. Contact your Participating Employer for more information about family or medical leave under the FMLA.

G. Employees Under Compensation Maintenance Agreements, etc.

Your supplemental life insurance will continue for as long as your Participating Employer is obligated to provide continued supplemental life insurance of the kind provided under the Group Policy because of an agreement, statute, or order of a regulatory authority, but only if your Participating Employer makes a payment for you as if you had rendered the Requisite Amount of Compensated Service and you have not relinquished your employment rights.

VII. BENEFICIARY

A. Your Beneficiary

Your "Beneficiary" is the person or persons you choose to receive any benefit payable under the Plan because of your death.

B. Designation Of Beneficiary

In order to designate your Beneficiary you must complete Minnesota Life's Beneficiary Designation/Change Form and send it to:

Minnesota Life
Group Claims
PO Box 64114
St. Paul, MN 55164-0114

There is a blank form in the center of this booklet. Additional blank forms are available by calling Minnesota Life at this toll-free number: 1-800-328-9442, extension 55346. If no form is available when you wish to designate your Beneficiary, you may write out your designation, and send it to Minnesota Life at the address shown above. It should include your name, address, social security number, Participating Employer and the Participating Railway Labor Organization that represents you, as well as your Beneficiary's name, address and relationship to you. It should be signed and dated by you and witnessed by someone other than your Beneficiary.

You may change your Beneficiary at any time by sending a new Beneficiary Designation/Change Form to Minnesota Life at the address shown above. You do not need the consent of your beneficiary to make a change, unless you have chosen to designate an irrevocable beneficiary. The change of Beneficiary will take effect as of the date you sign the new form, even if you are not alive when Minnesota Life receives it. However, if you die, and Minnesota Life makes payment to someone other than the person or persons designated on the new Beneficiary form before Minnesota Life receives the new Beneficiary form, Minnesota Life will not be liable to make a duplicate payment to the person or persons designated on your new form.

Any designation of Beneficiary in the possession of Minnesota Life when a claim for supplemental life insurance is payable under the Plan shall be considered valid, subject to the change of Beneficiary rules described above.

C. More Than One Beneficiary

If you designate more than one person as your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

D. Death of a Beneficiary

A person's rights as a Beneficiary end if:

1. that person dies before your death occurs; or
2. that person dies at the same time your death occurs; or
3. that person dies within 24 hours after your death.

The share for that person will be divided equally among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

E. No Designated Beneficiary at Your Death

If there is no designated Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to:

1. your surviving spouse, if any; or
2. your surviving children, if there is no surviving spouse; or
3. your estate, if there are no surviving children.

For purposes of this provision, children include your natural children and legally adopted children only.

VIII. REVIEW OF CLAIMS

A. How to File a Claim for Supplemental Life Insurance

1. Obtain a life insurance claim form from Minnesota Life by calling this toll-free number:
1-800-328-9442, extension 55346.
2. Follow the instructions for completing the form and mail it and a certified copy of the death certificate, if applicable, to:

Minnesota Life
Group Claims
P.O. Box 64114
St. Paul, MN 55164-0114

B. Right to Appeal If Death Claim Is Denied In Whole or In Part

1. Informal Claim Review

If a claim for supplemental life insurance benefits is denied in whole or in part, Minnesota Life will send the claimant a Notice of Claim Denial. The Notice of Claim Denial will:

- a. set forth the specific reasons for the denial, references to pertinent Plan provisions, a description of any additional material or information the claimant will need to submit in order to request review of the denial, and an explanation of why the material or information is necessary.
- b. be sent to the claimant within ninety (90) days after Minnesota Life receives a claim, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, Minnesota Life will furnish written notice of the extension to the claimant prior to the end of the 90-day period that begins when Minnesota Life receives the claim. In no event shall such extension exceed a period of ninety (90) days

from the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the final decision on the claim is expected to be rendered.

If the claimant does not agree with a claim denial, he or she may request that an informal review of the claim be made by Minnesota Life. The Notice of Claim Denial will set forth the name, address and telephone number of the office that will conduct the informal review if the claimant requests that such a review be made.

2. Formal Appeals from Claim Denials

If the claimant is not satisfied with the informal review of the claim denial, he or she may make a formal written appeal to Minnesota Life. The office that handled the informal review of the claim denial will tell the claimant how to make the formal appeal and the name and address of the office to which the formal appeal should be sent.

All formal appeals must be initiated by a written request for a formal appeal. This request must be submitted within sixty (60) days after the claimant receives notification from Minnesota Life of the results of the informal review of the claim. If the claimant does not seek informal review within 60 days after the claim was denied, such request for a formal appeal must be submitted before the earlier of sixty (60) days after the claimant received the notice that the claim was denied or one hundred twenty (120) days after the claim was filed if it has not been acted upon by then.

The claimant may submit additional information with the written request for formal appeal and he or she may request and receive copies of pertinent documents, although in some cases approval may be needed for the release of confidential information such as medical records. The claimant may also submit issues and comments in writing. The claimant may have a duly authorized representative represent him or her in the appeal.

A decision will be made upon the claimant's formal appeal within sixty (60) days of receipt of the written request for the appeal. If additional information is required of the claimant, the decision will be made within sixty (60) days of receipt of the required information. The claimant will be notified of the decision in writing. The notice will specify the reasons for the decision and the Plan provisions on which the decision is based, and will be written in a manner calculated to be understood by the claimant. The decision will be final.

C. Actions

The claimant may not sue on the claim before 60 days after the death certificate has been furnished to Minnesota Life or more than three years from the time proof of claim is required.

If the applicable law requires that the claimant has more time to bring suit, he or she will have the time allowed by that law.

IX. FUTURE OF THE PLAN

The right is reserved in the Plan for the Plan Administrator to amend or modify the Plan in whole or in part at any time.

A Participating Employer has the right to terminate its participation in the Plan at any time by delivering to the Plan Administrator a written notice of such termination, except as such right may be limited by obligations undertaken by the Participating Employer in collective bargaining agreements.

In the event of termination of the Plan, the assets of the Plan will be used towards payment of obligations of the Plan and any remaining surplus will be distributed in the manner determined by the Plan Administrator to best effectuate the purposes of the Plan in accordance with the applicable regulations under ERISA.

The Plan will terminate as to a Participating Employer effective as of the first day of the second calendar month beginning after the calendar month during which the Participating Employer failed to pay in full all amounts required by the Plan to be paid, provided such amounts are not paid within thirty (30) days from the date notice of termination was transmitted to the Participating Employer from the Plan Administrator or its designee.

X. ERISA INFORMATION

A. Name of the Plan

United Transportation Union - Yardmaster Department
Supplemental Life Insurance Plan

B. Plan Administrator

National Carriers' Conference Committee
1901 L Street, N.W., Suite 500
Washington, D.C. 20036
Telephone (202) 862-7200

jointly with

United Transportation Union – Yardmaster Department
14600 Detroit Avenue
Lakewood, Ohio 44107
Telephone (216) 228-9400

The Plan Administrator has authority to control and manage the operation and administration of the Plan.

The Plan was established and is maintained pursuant to collective bargaining agreements between certain railroads and the United Transportation Union. The railroads and the United Transportation Union are represented in connection with the establishment and maintenance of the Plan by the National Carriers' Conference Committee and by the United Transportation Union – Yardmaster Department, respectively. The two Committees administer the Plan. When acting as Plan Administrator, the Committees form a single Committee, called the Governing Committee. The Plan is the policyholder and the Governing Committee acts on behalf of the Plan for purposes of the policy.

C. Plan Sponsors

You may obtain a complete list of the railroads that sponsor the Plan. You may also obtain a copy of any collective bargaining agreement pursuant to which the Plan was established or is

maintained. If you wish to obtain such a list or a copy of any such collective bargaining agreement, you may make a request in writing addressed to either the National Carriers' Conference Committee or the United Transportation Union – Yardmaster Department. A reasonable charge may be made for the list or copy of an agreement that you request.

The list of sponsoring railroads and of the collective bargaining agreements will also be made available for examination upon your written request at the office of the National Carriers' Conference Committee, at the office of the United Transportation Union – Yardmaster Department, at the headquarters office of the UTU, at each Participating Employer establishment in which at least 50 employees covered by the Plan customarily work, and at the meeting hall or office of each UTU Yardmaster local in which there are at least 50 members covered by the Plan.

You may receive, without charge, from the Plan Administrator, upon written request to either address, information as to whether a particular railroad (or other employer) is a sponsor of the Plan, and as to whether such railroad is a Participating Employer with respect to one or more groups of its employees who are represented by the UTU. However, the Plan Administrator cannot inform you whether you as an individual employee are covered as a participant, because that information is subject to schedule agreements between the railroads and the UTU, to which the Plan Administrator is not a party and as to which it is not informed.

- D. Employer Identification Number: 36-6002257**
- E. Plan Number (PN): 503**
- F. Type of Administration and Funding**

The Plan is administered directly by the Plan Administrator. The Plan's supplemental life insurance benefits are provided through Group Policy 29649-G issued by Minnesota Life.

G. Agent for Service of Legal Process

For disputes arising under the Plan, service of legal process may be made upon the Plan Administrator at the above address. For disputes arising under the portion of the Plan that provides supplemental life insurance benefits, service of legal process may also be made upon Minnesota Life at its home office or one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside. Service of legal process may also be made upon the Trustee of the Plan.

H. Trustee of the Plan

Morgan Guaranty Trust Company of New York
522 Fifth Avenue
New York, NY 10036
Telephone (212) 837-1024

I. Contributions and Dividends

All contributions to the Plan are made by the Participating Employees.

J. Plan Year

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

K. Discretionary Authority of Plan Fiduciaries

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

XI. 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:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites in which 50 or more employees covered by the Plan customarily work, and union halls of each UTU Yardmaster local in which there are 50 or more members covered by the Plan, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.

In addition, all participants shall be entitled to receive a summary of the Plan's annual financial report. In such event, the Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive

them within 30 days, you may file suit in a federal court. In such 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.

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.

If you have any questions about this statement or about your rights under ERISA and the Plan, you should contact the National Carriers' Conference Committee or the United Transportation Union – Yardmaster Department, United Transportation Union, or your employing officer, your UTU representative, or the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Minnesota Life Insurance Company

Minnesota Life Insurance Company (herein called Minnesota Life) certifies that under and subject to the terms and conditions of Group Policy No. 29649-G issued to:

United Transportation Union - Yardmaster Department

each Eligible Employee and each Retired Employee, as defined in this booklet, is insured for the benefits set forth in this booklet.

The provisions regarding eligibility for insurance and effective dates of insurance are summarized in this booklet's sections entitled "Introduction" and "Definitions". Other provisions of the Group Policy principally affecting you are summarized in the remaining sections of this booklet pertaining to your life insurance benefits. The amounts of insurance are as set forth in this booklet.

The Group Life Insurance described in this booklet reflects the provisions of the Group Policy as of January 1, 2000. The Group Policy may be amended or discontinued by Minnesota Life or United Transportation Union – Yardmaster Department in accordance with the terms of the Policy.

Beneficiary

Your Beneficiary is the person or persons you choose to receive any benefit payable because of your death. If you designate more than one person as your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

A person's rights as a Beneficiary end if that person dies before your death occurs; or that person dies at the same time your death occurs; or that person dies within 24 hours after your death occurs. The share for that person will be divided equally among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

If there is no designated Beneficiary upon your death for any amount of benefits payable because of your death, that amount will be paid to your surviving spouse, if any; or in equal shares to your surviving children, if there is no surviving spouse; or to your estate, if there is no surviving spouse or children. Children include your natural or legally adopted children only.

Notice to Employees

This Certificate is valuable to you and should be kept in a safe place known to you. If you cease active work for any reason, you should contact Minnesota Life to find out what arrangement, if any, can be made to continue your coverage, so that you will be able to exercise any rights you may then have. Please refer to the "Right to Convert to a Personal Policy of Life Insurance" section of this booklet.

Conversion Right


Your right to convert your insurance under the Plan upon termination of your employment or upon termination of the group policy and the amount payable should you die during the 31-day conversion period are outlined in this booklet.


No agent has authority to accept or waive the required notice or proof of a claim nor to extend the time within which such notice or proof must be given.

IF ANY PRIOR CERTIFICATE RELATING TO THE INSURANCE REFERRED TO HEREIN HAS BEEN ISSUED SUCH CERTIFICATE IS VOID

The Home Office of Minnesota Life is located at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

MINNESOTA LIFE INSURANCE COMPANY


Secretary


President

GROUP TERM LIFE CERTIFICATE OF INSURANCE

To designate or change your beneficiary through the THE UNITED TRANSPORTATION UNION - YARDMASTER DEPARTMENT SUPPLEMENTAL LIFE INSURANCE PLAN, please complete this form. This beneficiary selection(s) will be exclusive to Yardmaster policy 29649-G. This designation will revoke any prior designations under the Yardmaster Plan. Please refer to the back of this form for additional information about designating your beneficiary. After designating your beneficiary, your signature is required at the bottom of this page.

YOUR NAME (PLEASE PRINT LAST, FIRST, M.I.)	YOUR DATE OF BIRTH	YOUR SOCIAL SECURITY NUMBER
YOUR ADDRESS (STREET, CITY, STATE & ZIP CODE)		YOUR TELEPHONE NUMBER
YOUR EMPLOYER (NAME OF CARRIER REQUIRED)		

FOR INFORMATION ON SELECTING PRIMARY OR CONTINGENT BENEFICIARIES - SEE REVERSE

PRIMARY BENEFICIARY DESIGNATION

PRIMARY BENEFICIARY (PLEASE PRINT LAST, FIRST, M.I.)	PRIMARY BENEFICIARY DATE OF BIRTH	PRIMARY BENEFICIARY SOCIAL SECURITY NUMBER
PRIMARY BENEFICIARY ADDRESS (STREET, CITY, STATE & ZIP CODE)		
PRIMARY BENEFICIARY TELEPHONE NUMBER	PRIMARY BENEFICIARY RELATIONSHIP TO YOU	% SHARE TO THIS PRIMARY BENEFICIARY

PRIMARY BENEFICIARY (PLEASE PRINT LAST, FIRST, M.I.)	PRIMARY BENEFICIARY DATE OF BIRTH	PRIMARY BENEFICIARY SOCIAL SECURITY NUMBER
PRIMARY BENEFICIARY ADDRESS (STREET, CITY, STATE & ZIP CODE)		
PRIMARY BENEFICIARY TELEPHONE NUMBER	PRIMARY BENEFICIARY RELATIONSHIP TO YOU	% SHARE TO THIS PRIMARY BENEFICIARY

PRIMARY BENEFICIARY (PLEASE PRINT LAST, FIRST, M.I.)	PRIMARY BENEFICIARY DATE OF BIRTH	PRIMARY BENEFICIARY SOCIAL SECURITY NUMBER
PRIMARY BENEFICIARY ADDRESS (STREET, CITY, STATE & ZIP CODE)		
PRIMARY BENEFICIARY TELEPHONE NUMBER	PRIMARY BENEFICIARY RELATIONSHIP TO YOU	% SHARE TO THIS PRIMARY BENEFICIARY

CONTINGENT BENEFICIARY DESIGNATION

CONTINGENT BENEFICIARY (PLEASE PRINT LAST, FIRST, M.I.)	CONTINGENT BENEFICIARY DATE OF BIRTH	CONTINGENT BENEFICIARY SOCIAL SECURITY NUMBER
CONTINGENT BENEFICIARY ADDRESS (STREET, CITY, STATE & ZIP CODE)		
CONTINGENT BENEFICIARY TELEPHONE NUMBER	CONTINGENT BENEFICIARY RELATIONSHIP TO YOU	% SHARE TO THIS CONTINGENT BENEFICIARY

CONTINGENT BENEFICIARY (PLEASE PRINT LAST, FIRST, M.I.)	CONTINGENT BENEFICIARY DATE OF BIRTH	CONTINGENT BENEFICIARY SOCIAL SECURITY NUMBER
CONTINGENT BENEFICIARY ADDRESS (STREET, CITY, STATE & ZIP CODE)		
CONTINGENT BENEFICIARY TELEPHONE NUMBER	CONTINGENT BENEFICIARY RELATIONSHIP TO YOU	% SHARE TO THIS CONTINGENT BENEFICIARY

YOUR SIGNATURE X	TODAY'S DATE (MONTH, DAY, YEAR)
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Designating Your Beneficiary Under Yardmaster Policy 29649-G

If you have not designated a beneficiary or if no designated beneficiary survives you by more than 24 hours, benefits under the Minnesota Life policy will be paid to your surviving spouse, if any; or in equal shares to your surviving natural or legally adopted children, if there is no surviving spouse; or to your estate, if there is no surviving spouse or children.

Please note: if death occurs and a minor (a person not of legal age) or your estate is the beneficiary, it will be necessary to have a guardian or an administrator appointed before any death benefit can be paid. This means there may be court expenses for the beneficiary and a potential delay in awaiting the guardian or administrator to be appointed. Please take this into consideration when naming your beneficiary.

Questions?

If you have questions concerning the Minnesota Life beneficiary designation/change form, please contact Minnesota Life at 1-800-328-9442, extension 55346.

Thank you for taking the time to complete this form.

Please mail the completed form to Minnesota Life at the address below:

Minnesota Life
Group Claims
Mail Station B1-3801
PO Box 64114
St. Paul, MN 55164-0114

**Primary or Contingent determines the order in which beneficiaries become eligible to receive death proceeds. Proceeds will be paid first to the primary Beneficiary(ies). If none of the persons named as Primary Beneficiary(ies) survives you by more than 24 hours, proceeds will then be paid to the Contingent Beneficiary(ies). Proceeds will be payable within each class (Primary or Contingent) in equal shares, unless otherwise specified under share %. To receive the death benefit, a beneficiary must survive the insured by more than 24 hours. In the event a beneficiary does not survive the insured by more than 24 hours, that beneficiary's portion shall be equally distributed to the remaining surviving beneficiaries within the same class (Primary or Contingent). If you do not designate a beneficiary or if no designated beneficiary survives you by more than 24 hours, benefits will be paid to your surviving spouse, if any; or in equal shares to your surviving natural or legally adopted children, if there is no surviving spouse; or to your estate, if there is no surviving spouse or children. If you need to name additional beneficiaries, please make copies of this form. Please be sure to sign all copies and submit them together.*

Minnesota Life
Group Claims
Mail Station 10-3801
PO Box 64114
St. Paul, MN 55164-0114

F. 55656 1-2001