

SECTION 6. AMENDMENT AND TERMINATION**6.01. Amendment or Termination.**

It is the intention of GTE that the Plan and its Component Benefits will continue indefinitely. However, GTE reserves the right to amend, modify, suspend, revoke, or terminate the Plan or any Component Benefit, in whole or in part, at any time and without notice, which right it hereby delegates to the Company or any committee thereof. The Plan and any Component Benefit may be amended retroactively.

6.02. Amendment of Schedule A.

Pursuant to the Trust Agreement, the Company may amend the Plan by adding a Component Benefit to, or removing a Component Benefit from, Schedule A.

6.03. Effect of Amendment or Termination.

- (a) No amendment to or termination of the Plan or any Component Benefit shall cause or permit the funds of the Plan held in the Trust to be used for any purpose other than the defrayal of administrative expenses and payment to participants and beneficiaries of the benefits provided for under a Component Benefit, except as provided in subsections 3.03 and 5.02(c) hereof.
- (b) Upon termination of any Component Benefit, the Trustee shall use the funds of the Plan held in the Trust to pay benefits that participants and beneficiaries have become entitled to receive under the terms of that Component Benefit as of the date of termination, and to pay the administrative expenses incurred by the Plan and the Trust before and in connection with the termination, both in accordance with the written direction of the Committee.
- (c) Upon termination of the Plan, the Trustee shall use the funds of the Plan held in the Trust to pay benefits that participants and their designated beneficiaries have become entitled to receive under the terms of the Plan, and to pay the administrative expenses incurred by the Plan and the Trust before and in connection with the termination, both in accordance with the written direction of the Committee. The Trustee shall dispose of the Plan's remaining funds held in the Trust in accordance with the written direction of the Committee. Such direction shall require the funds to be disposed of for the sole benefit of participants in the Plan and their beneficiaries, except as provided in subsections 3.03 and 5.02(c) hereof.

SECTION 7. MISCELLANEOUS

7.01. Segregation of Trust Assets.

The Trustee may, pursuant to the Trust Agreement, segregate part of the funds held in the Trust and hold such segregated funds in a separate trust. With respect to the separate trust, the Plan shall be construed to apply to such trust; any reference herein to "Trust" shall refer to the trust; any reference herein to "Company" shall refer to the employer whose contributions to the Trust are held in the separate trust; and any reference herein to "Committee" shall refer to such employer's committee appointed to administer the Plan with respect to the trust.

7.02. Governing Law.

- (a) The Plan shall be governed by and administered under the Employee Retirement Income Security Act of 1974, as amended from time to time, and, to the extent not preempted thereby, under the laws of the State of Connecticut.
- (b) Except as otherwise provided in a Component Benefit, the Component Benefits shall be governed by and administered under the Employee Retirement Income Security Act of 1974, as amended from time to time, and, to the extent not preempted thereby, under the laws of the State of Connecticut.

7.03. Agent for Service of Process.

Service of legal process involving the Plan may be delivered to the Committee at: One Stamford Forum, Stamford, CT 06904.

7.04. No Vested Rights.

To the maximum extent permitted by law, no person shall acquire any right, title, or interest in or to any portion of the Trust otherwise than by the actual payment or distribution of such portion under the provisions of the Plan or a Component Benefit, or acquire any right, title, or interest in or to any benefit referred to or provided for in the Plan or any Component Benefit otherwise than by actual payment of such benefit.

7.05. Information to be Furnished.

Any person eligible to receive benefits hereunder shall furnish to the Committee any information or proof requested by the Committee and reasonably required for the proper administration of the Plan or a Component Benefit. Failure on the part of any person to comply with any such request within a reasonable period of time shall be sufficient ground for delay in the payment of any benefits that may be due under the Plan or a Component Benefit until such information or proof is received by the Committee. If any person claiming benefits under the Plan or a Component Benefit makes a false statement that is material to such person's claim for benefits,

the Committee may offset against future payment any amount paid to such person to which such person was not entitled under the provisions of the Plan or a Component Benefit.

7.06. Non-Alienation.

Except to the extent provided in a Component Benefit, no participant, beneficiary, or any other person shall have any right or power, by draft, assignment, or otherwise, to assign, mortgage, pledge, or otherwise encumber in advance any interest in or portion of the Trust, or any benefit provided under a Component Benefit, or to give any order in advance upon the Trustee therefor; and every attempted draft, assignment, or other disposition thereof shall be void. Notwithstanding the foregoing, the Plan shall comply with Section 609(a) of ERISA and the regulations thereunder with respect to all Qualified Medical Child Support Orders received by the Plan on or after August 9, 1993, in accordance with such written procedures as shall be established by the Committee.

7.07. Spendthrift Provisions.

The Plan shall not be liable in any way, whether by process of law or otherwise, for the debts or other obligations of any participant, beneficiary, or other person. Except to the extent provided in a Component Benefit, benefits payable under a Component Benefit shall not be subject, in any manner, to anticipation, alienation, sale, transfer, or assignment by any person, and any attempt to anticipate, alienate, sell, transfer or assign such benefits shall be void.

7.08. Non-Guarantee.

Neither GTE, the Employer, nor any fiduciary shall be held or deemed in any manner to guarantee the Plan or a Component Benefit against loss or depreciation.

7.09. Incapacity.

If the Plan Administrator determines that any person entitled to benefits hereunder is unable to care for his affairs because of illness or accident, any payment due (unless a duly qualified guardian or other legal representative has been appointed) may be paid for the benefit of such person to his spouse, parent, brother, sister, or other party deemed by the Plan Administrator to have incurred expenses for such person. Payments made pursuant to this Section shall completely discharge the Plan, the Plan Administrator, the Company and the Employer of any liability to the Participant or other person arising under the Plan.

7.10. Death.

Claims on behalf of a Participant after the Participant's death may be made by, and, unless denied, shall be paid to, the Participant's estate. Payments made pursuant to this Section shall completely discharge the Plan, the Plan Administrator, the Company and the Employer of any liability to the Participant or other person arising under the Plan.

7.11. Incorporation by Reference.

The Summary Plan Description for the Plan the Trust Agreement, and all contracts between the Company and the insurance companies, health maintenance organizations and other firms that provide services under the Plan, as each is amended from time to time and the summary plan descriptions for any Component Benefits are hereby specifically incorporated into the Plan by reference.

SECTION 8. STATUTORY CONTINUATION COVERAGE**8.01. General Rule.**

If a "qualified beneficiary" described in subsection 8.02 hereof becomes ineligible for coverage under the Plan by reason of a "qualifying event" described in subsection 8.03 hereof, such qualified beneficiary shall be eligible to elect, within the election period described in subsection 8.05 hereof, the continued coverage described in subsection 8.06 hereof. (For purposes of this Section 8, "Employee" shall mean any retired employee who is eligible for coverage under the Plan.)

8.02. Qualified Beneficiary.

For purposes of this Section 8, the term "qualified beneficiary" shall mean the following:

- (a) In the case of a qualifying event described in paragraph (a) or (b) of subsection 8.03, any individual who, on the day before such qualifying event, was covered under the Plan as the spouse or dependent child of the Employee with respect to whom the qualifying event occurred;
- (b) In the case of a qualifying event described in paragraph (c) of subsection 8.03 hereof, any individual who, on the day before such qualifying event, was covered under the Plan as the dependent child of an Employee.

8.03. Qualifying Events.

For purposes of this Section 8, the term "qualifying event" shall mean, with respect to any Employee, any of the following events that would result in the loss of coverage of a qualified beneficiary:

- (a) The death of an Employee;
- (b) The divorce or legal separation of the Employee from the Employee's spouse; or
- (c) An Employee's dependent child's ceasing to qualify as a Dependent under the Plan.

8.04. Notice Provisions.

Notice shall be provided, in accordance with regulations prescribed by the Secretary of the Treasury, in the following circumstances:

- (a) At the time of an Employee's commencement of participation in the Plan pursuant to subsection 3.01 hereof, the Plan Administrator shall provide written notice to such Employee and the spouse (if any) of such Employee of the rights provided under this Section 8.

- (b) The Employer of an Employee shall notify the Plan Administrator, within 30 days after the date of the qualifying event, that a qualifying event described in paragraph (a) of subsection 8.03 hereof has occurred with respect to such Employee.
- (c) Each qualified beneficiary with respect to whom a qualifying event described in paragraph (a), (b) or (c) of subsection 8.03 hereof occurs shall be responsible for notifying the Plan Administrator in writing, within 60 days after the date of the qualifying event, that such qualifying event has occurred. If the qualified beneficiary does not send the notice described in this paragraph (c) to the Plan Administrator within 60 days after the later of the date of the qualifying event or the date that the qualified beneficiary loses coverage on account of the qualifying event, the qualified beneficiary shall not be eligible to elect coverage under this Section 8.
- (d) To the extent required by subparagraphs (1), (2), and (3), below, the Plan Administrator shall notify any qualified beneficiary with respect to whom a qualifying event has occurred of such qualified beneficiary's rights under this Section 8:
- (1) In the case of a qualifying event described in paragraph (a) of subsection 8.03 hereof, the Plan Administrator shall give such notice within 14 days of the date on which the Employer notifies the Plan Administrator of the qualifying event pursuant to paragraph (b) of this subsection 8.04;
 - (2) In the case of a qualifying event described in paragraph (a), (b) or (c) of subsection 8.03 hereof with respect to which the Employee or qualified beneficiary has notified the Plan Administrator pursuant to paragraph (c) of this subsection 8.04, the Plan Administrator shall give such notice within 14 days of the date on which the Plan Administrator receives the notice described in paragraph (c) of this subsection 8.04; and
 - (3) Any notice given pursuant to subparagraph (1) or (2), above, to a qualified beneficiary who is the spouse of an Employee shall be treated as notice to all other qualified beneficiaries residing with such spouse at the time of such notice.

8.05. Election Provisions.

A qualified beneficiary who becomes eligible for coverage pursuant to this Section 8 shall not be covered under this Section 8 unless such qualified beneficiary files a coverage election with the Plan Administrator in the manner prescribed by the Plan Administrator.

- (a) **Time of Election.** A qualified beneficiary's written coverage election must be filed with the Plan Administrator during the period that:
- (1) Begins not later than the date on which the qualified beneficiary

loses coverage under the Plan by reason of a qualifying event described in subsection 8.03, above; and

- (2) Ends not earlier than 60 days after the later of:
- (A) the date described in paragraph (1), above; or
 - (B) the date on which the Plan Administrator provides the notice described in paragraph (d) of subsection 8.04 hereof.
- (b) **Manner of Election.** Each qualified beneficiary may make a separate election with respect to the coverage provided under this Section 8. However, a qualified beneficiary who is an Employee or who is the spouse of an Employee may make a binding election to provide another qualified beneficiary with coverage under this Section 8. An election on behalf of a minor child may be made by the child's parent or legal guardian. An election on behalf of a qualified beneficiary who is incapacitated or who dies may be made by the spouse or legal representative of the qualified beneficiary, or by his estate.
- (c) **Waiver of Coverage.** A qualified beneficiary who waives coverage under this Section 8 may revoke the waiver at any time before the end of the election period described above, provided that coverage under this Section 8 shall be effective from the date of the revocation and shall not apply retroactively to the period between the date of the qualifying event and the date of the revocation.

8.06. **Coverage Provisions.**

The coverage provided pursuant to this Section 8 shall be as follows:

- (a) **Type of Coverage.** The coverage shall consist of coverage that, as of the time the coverage is being provided, is identical with the coverage provided to similarly situated beneficiaries under the Plan with respect to whom a qualifying event has not occurred. If coverage under the Plan is modified for any group of similarly situated beneficiaries, the coverage under this Section 8 shall be modified in the same manner for the corresponding group of qualified beneficiaries covered pursuant to this Section 8.
- (b) **Period of Coverage.** The coverage shall extend for a period beginning on the date of the first qualifying event to occur with respect to a qualified beneficiary covered pursuant to this Section 8 (except as provided in subsection 8.05(c), above, with respect to the revocation of a waiver of coverage) and ending not earlier than the earliest of the following dates that is applicable.
- (1) in the case of any qualifying event the date that is 36 months after the date of the qualifying event;

- (2) in the case of any qualifying event, the date on which the Employer ceases to maintain any group health plans;
- (3) in the case of any qualifying event, the date on which coverage ceases by reason of the qualified beneficiary's failure to make timely payment of the premium required under subsection 8.07 hereof; or
- (4) in the case of any qualifying event, the date of the first of the following events to occur after the date of the election described in subsection 8.05 hereof:
 - (A) the qualified beneficiary first becomes covered under any other group health plan (as an employee or otherwise), provided that this clause shall apply only if the other group health plan does not contain any exclusion or limitation with respect to any pre-existing condition of such qualified beneficiary; or
 - (B) the qualified beneficiary first becomes entitled to benefits under Medicare.

8.07. Premium Provisions.

A qualified beneficiary who becomes eligible for coverage pursuant to this Section 8 shall not be covered under this Section 8, or shall not continue to be covered under this Section 8, unless such qualified beneficiary pays premiums in accordance with the following rules:

- (a) Amount of Premium. The premium for any period of coverage under this Section 8 shall be an amount prescribed by the Plan Administrator that does not exceed 102 percent of the "applicable premium" for such period. The Plan Administrator shall determine the "applicable premium" as follows:
 - (1) Except as provided in subparagraph (2), below, the applicable premium with respect to any period of coverage for a qualified beneficiary under this Section 8 shall be equal to a reasonable estimate of the cost to the Plan of providing coverage for such period for similarly situated beneficiaries with respect to whom a qualifying event has not occurred, determined
 - (A) on an actuarial basis;
 - (B) taking into account such factors as the Secretary of the Treasury may prescribe in regulations; and
 - (C) without regard to whether such cost is paid by the Employer or by an Employee.
 - (2) Except as provided in subparagraph (3), below, if the Plan Administrator elects to have this subparagraph (2) apply, the

"applicable premium" with respect to any period of coverage for a qualified beneficiary under this Section 8 shall be equal to:

- (A) the cost to the Plan of providing coverage for similarly situated beneficiaries with respect to whom a qualifying event has not occurred, determined for the same period occurring during the preceding determination period (as defined in subparagraph (4) below), adjusted by
 - (B) the percentage increase or decrease in the implicit price deflator of the gross national product (calculated by the Department of Commerce and published in the Survey of Current Business) for the 12-month period ending on the last day of the sixth month of such preceding determination period.
- (3) The Plan Administrator shall not calculate the applicable premium under subparagraph (2), above, in any case in which there is any significant difference (determined at the time the applicable premium is calculated) in coverage under the Plan, or in participants covered by the Plan, between the determination period for which the applicable premium is calculated and the preceding determination period.
- (4) The Plan Administrator shall calculate the applicable premium for a period of 12 months (the "determination period") established by the Plan Administrator and applied consistently from year to year. The Plan Administrator shall calculate the applicable premium before the beginning of such determination period.
- (b) Payment of Premiums. A qualified beneficiary who has elected coverage pursuant to this Section 8 shall pay the premium prescribed by this subsection 8.06 to the Plan Administrator in accordance with the following rules:
- (1) Initial Premium. If a qualified beneficiary has elected coverage under this Section 8 after the date of a qualifying event, the qualified beneficiary shall pay, no later than 45 days after the date of such election, the premium for the period of coverage from the date of the qualifying event to the last day of the month in which the election is made, provided that the qualified beneficiary shall not be required to pay the premium with respect to a period during which the qualified beneficiary had waived coverage under this Section 8.
 - (2) Subsequent Premiums. The premium for subsequent periods of coverage under this Section 8 shall be due at the beginning of each month during which such coverage remains in effect, provided that a premium shall be deemed to be timely if it is paid no later than 30 days after the date on which it became due pursuant to this subparagraph (2).

6.08. Other Rules.

- (a) **Insurability.** Coverage under this Section 8 shall not be conditioned on evidence of insurability and shall not discriminate on the basis of lack of insurability.

- (b) **Applicability of Plan Provisions.** A qualified beneficiary who elects to receive continued coverage under this Section 8 shall be subject to the provisions of the Plan that applied to such qualified beneficiary prior to the qualifying event.

**SCHEDULE A TO THE PLAN FOR
BARGAINED RETIRED GROUP INSURANCE**

Medical Benefits as set forth in the Summary Plan Description and/or Collective Bargaining Agreement for each of the following Bargaining Units (NON-VEBA).

STATE	UNION	OP GROUP	CONTRACT ID
Illinois (Alltel)	CWA 4270	GNL	01
Illinois (Alltel)	IBEW 186	GNL	57
Pennsylvania	IBEW 128	CNA	53
Indiana	CWA	GNI	10
Hawaii	IBEW 1357	GWH	70
North Carolina (Comtel)	CWA 3873	CSD	19
Kentucky	CWA 3371, 3372	GSK	01
Michigan (Alltel)	IBEW 1106	GNG	54
Michigan (Alltel)	IBEW 1106	GNG	55
Michigan (Alltel)	IBEW 1106	GNG	53
Michigan	IBEW 1106	GNG	51
			52
Cust. Net. (TX)	CWA		
Illinois	IBEW 51, 702	GNL	51
			53
South Carolina	IBEW 1431	GSR	52
Missouri	IBEW 257	GCM	51
Indiana	IBEW	GNL	51
			53
Minnesota	IBEW 949, 1716	CCO	59
Cust. Net. (MN)	IBEW		
Illinois	IAM 1000	GNL	54
Kentucky	IBEW 483	GSK	51
Indiana	UAWA 13211	CNF	63
Indiana	UAWA 15332	CNF	61
GTE Comm. Corp.	IBEW 824	GE1	61
Supply	CWA 9588	GU6	50

**SCHEDULE A TO THE PLAN FOR
BARGAINED RETIRED GROUP INSURANCE**

STATE	UNION	OP GROUP	CONTRACT ID
Iowa/Nebraska	IBEW 204	GCM	52
Michigan (Alltel)	CWA 4011	GNG	02
Michigan (Alltel)	CWA 4038	GNG	01
MTC/Micronesia	IBEW		
(Contel) Illinois	IBEW 198, 399, 702	CNH	58 60 62
Cust. Net. (NY)	CWA 1122	CH7	(NONE)
Southwest	CWA 2171	GCS	01
Contel California	IBEW 543	CWP	62
Contel (Adva. Sys. Inc.)	IBEW 543	CWB	62
Contel California	CWA 9408, 9477	CWP	18
Northwest	CWA 7670	GWN	25
Virginia	CWA 2278	GSV	15
Pennsylvania	IBEW 1451, 1635 1637, 1741, 2451, 2635, 2636, 2637, 2741	GNP	51
Arizona/New Mexico	CWA	CWL	58
Missouri	CWA 6301/6373	GCM	01 02
Wisconsin	CWA 4671 4672, 4674, 4675	GNW	01
Contel Virginia	CWA 2275	CSB	18
Indiana	IBEW 723	CNF	57
Indiana	IBEW 1393	CNF	59

**SCHEDULE A TO THE PLAN FOR
BARGAINED RETIRED GROUP INSURANCE**

STATE	UNION	OP GROUP	CONTRACT ID
Midwest (Missouri)	CWA 6310, 6311, 6312	CCN	10
Alabama	CWA 3971, 3972	GSA	17
California	CWA 9000, 9400, 9404, 9510, 9573, 9574, 9575 9576, 9583, 9584, 9586, 9587, 9588	GWC	01
Iowa/Nebraska	CWA 7172, 7471	GCM	03 04
Alabama	CWA 3974	CSH	18
Northwest	IBEW 89	GWN	70
Arkansas	CWA 5573	CCY	19
Illinois (Custodians)	IBEW 702	GNL	58
Cust. Nat. (CA)	CWA		
Ohio	CWA 4371, 4372, 4373, 4375, 4377, 4378, 4379, 4385	GNO	01
Florida	IBEW 824	GSF	51
Pennsylvania	CWA 108	CNA	12
Cust. Nat. (Mo.)	CWA		
North Carolina	IBEW 289	GSO	51 59
GTCL	CWA 9000	GDJ	02
Ohio	IBEW 988, 642	GNO	51 52
Monroe, N. Carolina	CWA 3603	GSO	10
Pennsylvania	BCTW 464	CNA	55

**SCHEDULE B TO THE PLAN FOR
BARGAINED RETIRED GROUP INSURANCE**

Medical Benefits as set forth in the Summary Plan Description and/or Collective Bargaining Agreement for each of the following Bargaining Units (VEBA).

Advanced Systems	IBEW 543
Alabama	CWA 3971 and 3972
California	CWA
Contel - Alabama	CWA 3974
Contel - Arkansas	CWA 6573
Contel - California	CWA 9477, 9408
Contel - California	IBEW 543
Contel - Illinois	IBEW 186, 399, 62
Contel - Indiana	IBEW 723
Contel - Indiana	IBEW 1383
Contel - Iowa/Nebraska	IBEW 204; CWA 7172, 7471
Contel - Midwest	CWA 6312, 6311
Contel - Minnesota	IBEW 949, 1716
Contel - New Mexico/Arizona	CWA 7019
Contel - Missouri	CWA 6301, 6310, 6311, 6312
Contel - New York/Vermont	IBEW 363, 1725
Contel - New York/Vermont	IBEW 2326
Contel - North Carolina	CWA 3673
Contel - North Dakota	IBEW 949, 1716
Contel - Northwest	IBEW 89
Contel - Pennsylvania	CWA 106/13000
Contel - South Dakota	CWA 7505
Contel - Southwest	IBEW 57
Contel - Utah	IBEW 57
Contel - Virginia	CWA 2275
Customer Networks	IBEW 543
Florida	IBEW 824
GTECC	IBEW 824
GTEL	CWA 9000
Hawaii	IBEW 1357
Illinois	CWA 4671, 4672, 4674, 4675
Illinois	IAM & AQ IAM 1000
Indiana	USA; CID USWA 13211 & 15332
Iowa	IBEW 204
Kentucky	IBEW 463
Midwest	CWA 7172 and 7471
Missouri	CWA 6301, 6373; IBEW 257
Nebraska	IBEW 204
New York	CWA 1111, 1122
North - Illinois	IBEW 51/702
North - Indiana	CWA 4770, 4773, 4780

**SCHEDULE B TO THE PLAN FOR
BARGAINED RETIRED GROUP INSURANCE**

North - Indiana	IBEW
North - Michigan	IBEW 1106
North - Missouri	IBEW 257
North - Ohio	IBEW 986
Northwest	CWA 7670
Northwest	IBEW 89
Pennsylvania	IBEW 1451, 1635, 1636, 1637
South - Durham, NC	IBEW 289
South - Georgia	IBEW 84
South - Kentucky	CWA 3371, 3372
South - Monroe, NC	CWA 3803
South - South Carolina	IBEW 1431
South - West Virginia	IBEW 2035
Southwest	CWA 8171
Supply	CWA 9588
Tennessee	IBEW 1087
West Virginia - Virginia	IBEW 2276
Wisconsin	CWA 7177

THE PLAN FOR GROUP INSURANCE

SECTION 1. ESTABLISHMENT

1.01. The Establishment of the Plan.

GTE Corporation has established, a plan, effective April 27, 1922 (Plan No. 501) as hereinafter set forth for providing medical (including retiree medical) and dental benefits to eligible employees and their dependents. The plan, as stated herein and as amended from time to time, shall be known as The Plan for Group Insurance.

1.02. Component Benefits.

The Plan shall include those Component Benefits provided under the designations listed in Schedule A.

SECTION 2. DEFINITIONS**2.01. Definitions.**

- (a) **The following words and phrases as used in the Plan shall have the following meanings unless a different meaning is required by the context:**
- (1) **Committee.** The term "Committee" means the Employee Benefits Committee of the Company.
 - (2) **Company.** The term "Company" means GTE Service Corporation, a New York corporation.
 - (3) **Component Benefit.** The term "Component Benefit" means an employee welfare benefit that is designated on Schedule A as one of the component benefits of the Plan or a description of such benefit as set forth in an applicable Plan document.
 - (4) **Employer.** The term "Employer" means any employer that is an affiliate of GTE and that has joined in the Trust Agreement as an Associate, as defined in the Trust Agreement.
 - (5) **GTE.** The term "GTE" means GTE Corporation, a New York corporation.
 - (6) **GTE Family and Medical Leave Policy.** The term "GTE Family and Medical Leave Policy" means the family and medical leave policy of GTE Corporation, as amended from time to time, established pursuant to the Family and Medical Leave Act of 1993.
 - (7) **Plan.** The term "Plan" means The Plan for Group Insurance as set forth herein, including all exhibits, schedules, appendices, and supplements hereto and all documents incorporated herein by reference, as each is amended from time to time.
 - (8) **Qualified Medical Child Support Order.** The term "Qualified Medical Child Support Order" shall mean any judgment, decree or order (including approval of a settlement agreement) issued by a court of competent jurisdiction which meets the requirements of Section 609(A) of ERISA and which: (i) provides for child support with respect to a child of a participant under the Plan or provides for the health benefit coverage to such a child, is made pursuant to a state domestic relations law (including a community property law), and relates to benefits under the Plan, or (ii) enforces a law relating to medical child support described in Section 1908 of the Social Security Act with respect to the Plan.
 - (9) **Trust.** The term "Trust" means the trust created by the Trust Agreement.

- (10) **Trust Agreement.** The term "Trust Agreement" means the agreement between the Company and The Connecticut Bank and Trust Company, N.A., dated and effective as of September 1, 1989, as amended from time to time; provided that, effective January 1, 1991, the term "Trust Agreement" means the agreement between the Company and State Street Bank and Trust Company, dated and effective as of January 1, 1991, as amended from time to time, and any successor thereto. The Trust Agreement is hereby incorporated by reference into, and made a part of, the Plan.
- (11) **Trustee.** The term "Trustee" means the trustee of the Trust.
- (12) **Year.** The term "Year" means the fiscal year of the Plan commencing January 1 and ending December 31.
- (b) **Gender.** When used in the Plan, masculine pronouns shall refer both to males and to females.

SECTION 3. BENEFITS

3.01. Coverage and Benefits.

- (a) The employees covered and the benefits provided by each Component Benefit shall be determined exclusively by the summary plan description for that Component Benefit; provided, however, that coverage and benefits under the Plan shall be provided in excess of such as may be provided by the summary plan description for a Component Benefit to the extent required by applicable law.
- (b) Notwithstanding the foregoing in subparagraph (a), effective August 9, 1993, the Plan shall provide benefits to dependent children placed with participants or beneficiaries for adoption under the same terms and conditions as apply in the case of dependent children who are natural children of participants or beneficiaries under the Plan, irrespective of whether the adoption has become final; and the Plan shall not restrict coverage of such a child solely on the basis of a preexisting condition of such child at the time that such child would otherwise become eligible for coverage under the Plan, if the adoption or placement for adoption occurs while the participant or beneficiary is eligible for coverage under the Plan, in accordance with Section 609(c) of ERISA and the regulations thereunder.

3.02. Payment of Benefits.

Benefits provided by the Component Benefits shall be paid by the Plan. The liability of the Plan, the Trust and the Trustee to provide benefits under a Component Benefit shall be limited by the terms of the Component Benefit summary plan description, the Trust Agreement, and this Plan instrument.

3.03. Tax Withholding.

The amount of any benefit paid from the Plan to a participant or beneficiary under a Component Benefit shall be reduced by the amount of any income tax or employment tax that is required to be withheld pursuant to any applicable federal, state, or local law or any applicable foreign law.

3.04. Other Adjustments.

The amount of any benefit paid from the Plan to a participant or beneficiary under a Component Benefit shall be reduced by the amount of any excess payments previously made by the Plan to that participant or beneficiary under that Component Benefit, regardless of whether such excess payment was made by reason of an error of the Committee or the Trustee or by reason of false or misleading information furnished by the participant or beneficiary or any other person. Such reduction shall continue until the entire amount of any such excess payments has been recovered.

3.05. Payment to Participant or Beneficiary.

- (a) **Except as otherwise provided in paragraph (b), below, benefit payments under a Component Benefit shall be made to the participant in the Component Benefit or his beneficiary, if any.**
- (b) **To the extent permitted under a Component Benefit, payments may be made to a third party to whom a participant or beneficiary has made a valid assignment of his right to receive such payments. In addition, if the Committee determines that a participant or beneficiary is not competent, the Committee may authorize the Plan to make benefit payments to the court-appointed legal guardian of the participant or beneficiary, to an individual who has become the legal guardian of the participant or beneficiary by operation of state law, or to another individual whom the Committee determines to be entitled to receive such payments on behalf of the participant or beneficiary.**
- (c) **If a payment of benefits is made under a Component Benefit to a third party whom the Committee has determined to be entitled to receive such payment on behalf of a participant or beneficiary, the Plan, the Component Benefits thereunder and the Committee shall be relieved, to the fullest extent permitted by law, of any obligation to make a duplicate payment to or on behalf of such participant or beneficiary.**

SECTION 4. ADMINISTRATION

4.01. Administrative Committee.

The Committee shall be the "plan administrator" with respect to the Plan for purposes of the Employee Retirement Income Security Act of 1974. The Committee shall be responsible for administering the Plan, and except as otherwise provided by a Component Benefit summary plan description, the Committee shall also administer each Component Benefit.

4.02. Named Fiduciary.

The Committee shall be the "named fiduciary" with respect to the Plan for purposes of the Employee Retirement Income Security Act of 1974. Except as otherwise provided in a Component Benefit, the Committee shall be the "named fiduciary" with respect to the Component Benefits for purposes of the Employee Retirement Income Security Act of 1974.

4.03. Powers and Duties of the Committee.

The Committee shall have discretionary authority to determine eligibility for benefits, to construe the terms of the Plan and the Component Benefits, and to decide any and all matters arising under the Plan and the Component Benefits, including without limitation the right to remedy possible ambiguities, inconsistencies, or omissions by general rule or particular decision, provided that all such interpretations and decisions shall be applied in a uniform and nondiscriminatory manner to all participants and beneficiaries who are similarly situated. In addition to such authority and any implied powers and duties that may be needed to carry out the provisions of this instrument, the Committee shall have the following specific powers and duties with respect to the Plan, and with respect to any Component Benefit (or portion thereof) that the Committee administers:

- (a) To make and enforce such rules and regulations as it shall deem necessary or proper for the efficient administration of the Plan and the Component Benefits;
- (b) To authorize disbursements from the Plan and the Component Benefits, provided that any instructions of the Committee authorizing disbursements from the Plan and the Component Benefits shall be in writing and signed by a member of the Committee or a delegate that has been given such authority; and
- (c) To employ one or more persons to render advice with respect to any of its responsibilities under the Plan or any Component Benefit(s).

4.04. Delegations of Authority By the Committee.

The Committee may, in its discretion, delegate to any other person or persons authority to act on behalf of the Committee, including but not limited to the authority to make any determination or to sign checks, warrants, or other instruments incidental to the operation of the Plan or any Component Benefit(s) (or portion thereof) that the Committee administers, or to the making of any payment specified therein.

4.05. Employment of Assistants.

The Committee and the Company are authorized to employ counsel and to employ persons to provide such actuarial, clerical, or other services as they may require in carrying out their duties under the Plan or any Component Benefit(s) provision.

4.06. Administration of the Trust.

Subject to the provisions of the Trust Agreement, the Trustee shall have responsibility for the management and control of the assets of the Plan that are held in the Trust. At the direction of the Committee, or any person to whom the Committee has delegated such authority pursuant to Section 4.04 hereof, the Trustee shall make payments from the Trust in order to pay benefits provided to participants and beneficiaries under a Component Benefit and in order to pay the administrative expenses of the Plan or any Component Benefit. The Committee may appoint or remove the Trustee, as provided in the Trust Agreement.

4.07. Processing of Claims.

The Committee shall adopt such rules for processing claims under the Plan and the Component Benefits as it deems advisable or as may be required by the Employee Retirement Income Security Act of 1974.

4.08. Claims Review Procedure.

- (a) Any participant or beneficiary whose claim for benefits under the Plan is denied shall be provided with a written explanation setting forth the specific reasons for the denial, a reference to the specific provision(s) of the Plan on which the denial is based, a description of any additional material or information necessary to perfect the claim, and an explanation of the Plan's claim review procedure.
- (b) The participant, his legal representative, or his beneficiary may request that the Committee reconsider the denial, by filing with the Committee a written request for reconsideration within 60 days of the receipt of written notice of the denial. In pursuing such a request, the claimant may review pertinent documents and may submit issues and comments in writing. The Committee shall make its decision on reconsideration within 60 days of receipt of the request for reconsideration, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than 120 days after receipt of

the request for reconsideration. If such an extension of time is required, the Committee shall furnish written notice of the extension of time to the claimant before the end of the original 60 day period. The decision on reconsideration shall be made in writing, shall be written in a manner calculated to be understood by the claimant, and shall include specific references to the provisions of the Plan on which the decision is based. If the decision on reconsideration is not furnished within the time specified above, the claim shall be deemed denied on reconsideration. All interpretations, determinations, and decisions of the Committee in respect of any claim shall be final and binding for all purposes and upon all interested persons, their heirs, and their personal representatives.

SECTION 5. FUNDING

5.01. Plan is a Single Plan.

The Plan and all of the Component Benefits shall be a single plan for purposes of the Employee Retirement Income Security Act of 1974. All of the assets of the Plan that are held in the Trust shall be available to provide benefits under any or all of the Component Benefits that together make up the Plan. The Employer's contributions to the Trust under a Component Benefit shall be available not only for the provision of benefits and the payment of any administrative expenses under that Component Benefit, but also to provide benefits under the other Component Benefit(s) that make up the Plan and to pay administrative expenses under the Plan and under the other Component Benefit(s).

Notwithstanding the foregoing, participants and beneficiaries enrolled in a health maintenance organization (HMO) shall look solely to the HMO for provision of health care services and payment of any claim relating to such services. If a Component Benefit is provided through an insurance contract with an insurance company, participants and beneficiaries shall look solely to such insurance company for the provision of such Component Benefit.

5.02. Contributions to the Trust.

- (a) The Employers shall contribute to the Trust from time to time an amount sufficient (after taking into account the assets of the Trust, contributions by participants and beneficiaries and contributions to the other funding arrangements provided for herein) to provide for benefits that participants and beneficiaries are anticipated to be entitled to receive under the Component Benefit(s) during the Year. In addition, the Employers, in their sole discretion, may provide benefits for participants and beneficiaries by paying contributions to one or more of the following: an insurance company as premium for an insurance contract or an HMO pursuant to an agreement with such HMO.
- (b) Participants and beneficiaries shall make such contributions to the Trust an insurance company, or as HMO as are specified by the summary plan description for the applicable Component Benefit and by any elections that participants and beneficiaries make in accordance with the summary plan description for the applicable Component Benefit. If a Component Benefit permits participants to make contributions by salary reduction (rather than by making after-tax contributions), any contributions by a participant in the Component Benefit shall be by salary reduction rather than by after-tax contributions unless the participant otherwise elects in accordance with the provisions of the applicable summary plan description.
- (c) The reasonable expenses incident to the administration and operation of each Component Benefit, including the compensation of the Trustee, attorneys, advisors, actuaries, fiduciaries, and such other persons providing technical and clerical assistance as may be required, shall be paid out of

the Trust unless the Company notifies the Committee that the Company or the Employers have paid or will pay such expenses.

- (d) If any Employer makes a contribution to the Trust by a mistake of fact, the Trustee shall return such contribution to that Employer within one year after the payment of the contribution.
- (e) The assets of the Plan shall not include any of the general assets of the Employer that have not been contributed to the Trust, an insurance company or an HMO.