From Gloria
2/27/13

PEABODY COAL COMPANY

SUBSIDIARY OF KENNECOTT COPPER CORPORATION

301 NORTH MEMORIAL DRIVE · ST. LOUIS, MISSOURI 63102

PR# 29629

September 30, 1976

TO:

Re: Group Life, Accidental Death & Dismemberment, Long Term Disability, Accident and Health and Major Medical Coverages.

Enclosed is one copy of each of the following three (3) booklets describing the benefits, eligibility requirements, etc., of each of the captioned Group Insurance policies carried by PEABODY COAL COMPANY.

1. Summary of Group Life, Survivor Income and Accidental Death and Dismemberment Benefits.

2. Our Plan of Long Term Disability Insurance for Employees.

3. Summary of Group Hospital, Surgical, Medical and Major Medical Plan.

Also enclosed are the following Certificates verifying your participation in each of the Plans indicated. (It should be noted that even through you have presently elected to Waive Life Insurance you may elect to enroll in the Life Insurance Program at a future date, if you so desire, subject to submission of satisfactory medical evidence of good health).

1. Accidental Death & Dismemberment.

2. Long Term Disability.

3. Hospital, Surgical, Medical and Major Medical.

I strongly urge you to read each booklet and certificate carefully and then retain them in a safe place for future reference as needed.

Very truly yours,

PEABODY COAL COMPANY

K. L. Young
Director of Personnel and Insurance

KLY:k
Encl.
cc: Personnel File

CONTINENTAL ASSURANCE COMPANY

HOME OFFICE · CHICAGO, ILLINOIS

(herein called the Company)

CERTIFICATE OF INSURANCE
under Group Policy No. L 12725 issued to

PEABODY COAL COMPANY
(herein called the Employer)

Employee: BOBBY LEE MORGAN

Beneficiary: Designated by the Employee in accordance with the provisions of the Group Policy.

Effective Date: 9-16-76

If the Employee is not actively at work on full time due to disability on the effective date indicated above, the effective date of the insurance evidenced by this certificate will be deferred until the Employee's return to active work on full time.

SCHEDULE OF BENEFITS

For Active Employees

Accidental Death and Dismemberment Principal Sum . . . . . 300% of basic annual salary*

*Such amount shall be determined from the Employee's basic annual salary, as shown on the Employer's records, on the date his insurance becomes effective, taken to the next higher multiple of One Hundred Dollars ($100.00) if the resultant amount is not a multiple of One Hundred Dollars ($100.00). Any change in the amount of insurance applicable to an Employee due to an increase in salary shall be effective on the first day of the calendar month next following the date an Employee becomes eligible for such change in amount, except that no increase in amount of insurance resulting from an increase in salary shall become effective as to any Employee who is away from work due to disability until the date on which the Employee actually returns to work on full-time basis. There shall be no decrease in amount of insurance due to decrease in salary.

For Retired Employees:

The Principal Sum of the insurance applicable to a Retired Employee shall be an amount equal to the Principal Sum in effect on the day immediately preceding his retirement.

The provisions of the Group Policy principally affecting the Employee's insurance are summarized on this and the following pages of this Certificate. All benefits are subject in every respect to the Group Policy, which alone constitute the agreements under which payments are made.

This Certificate replaces and supersedes any and all insurance certificates and riders thereto bearing the same or a prior effective date.

CONTINENTAL ASSURANCE COMPANY

E. Morka
Chairman

L 841-957

Group Health Insurance

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
EMPLOYEES ONLY

If accidental bodily injury not hereinafter excepted shall be sustained by an Employee while insured under this Part and shall result, within Ninety days of the date of accident, in any One of the losses enumerated below, the Company will pay, subject to the provisions hereinafter contained, the sum set opposite such loss, but only One of the amounts so specified, the largest, will be paid for all injuries resulting from any One accident.

For Loss of	Life	The Principal Sum
	Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum
	One Hand and One Foot	The Principal Sum
	One Hand and Sight of One Eye	The Principal Sum
	One Foot and Sight of One Eye	The Principal Sum
	One Hand or One Foot	½ Principal Sum
	Sight of One Eye	½ Principal Sum

The Principal Sum of the insurance on each Employee insured under this Part is the amount specified in the Schedule of Benefits; provided, however, that the Principal Sum with respect to injury sustained by an Employee while on the business of the Employer (as defined) shall not be less than Fifty Thousand Dollars.

Loss shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

EXCLUSIONS: The insurance under this Part shall not cover any of the following losses:

(1) Loss resulting from the contracting of disease.
(2) Loss caused or contributed to by bodily or mental infirmity, disease or medical or surgical treatment therefor, or infection (except pus-forming infection which shall occur through an accidental cut or wound).
(3) Loss caused or contributed to by war or any act of war, whether war is declared or not, or by any act of international armed conflict, or conflict involving armed forces of any international authority.
(4) Loss resulting from suicide or any attempt thereat (sane), or from intentionally self-inflicted injury.

CHANGE OF BENEFICIARY

The right to change of beneficiary is reserved to the insured Employee.

Any Employee insured hereunder may at any time designate a new beneficiary for the indemnity for loss of life by filing with the Employer a written request for such change on forms satisfactory to the Company, but such change shall become effective only upon receipt of such request at the office of the Employer where the records of the Employee's insurance are maintained. Upon receipt of such request at such office, the change shall relate back to and take effect as of the date the Employee signed such request whether or not the Employee is living at the time of the receipt of such request but without prejudice to the Company on account of any payment made by it before such request shall have been received.

TERMINATION OF INSURANCE

All insurance of any Employee covered under the policy shall terminate automatically at the earliest time specified below:

(1) Upon discontinuance of the group policy.
(2) On the last day of the calendar month during which such Employee's employment with the Employer in the classes of Employees eligible for insurance shall terminate. Discontinuance of active work by an Employee shall be deemed to constitute the termination of his employment except that:
   (a) In case of the absence of an Employee from active work because of injury or sickness, his employment may, for the purposes of the insurance, be deemed to continue until terminated by the Employer,
   (b) In case of the absence of an Employee from active work because of leave of absence or temporary layoff, his employment may, for the purposes of the insurance, be deemed to continue until terminated by the Employer but in no case beyond the last day of the Twenty-fourth calendar month following the calendar month in which such layoff or leave begins.
   (c) In case of the absence of an Employee from active work because of becoming a Retired Employee prior to age Sixty-five, his employment may, for the purposes of the insurance, be deemed to continue until terminated by the Employer but in no case beyond the Employee's Sixty-fifth birthday.

In the case of any of the exceptions in paragraph (2) above, the insurance on such Employee shall automatically cease on the date of such termination of his employment by the Employer, as evidenced to the Company by the Employer, whether by notification or by cessation of premium on account of such Employee's insurance.

The period that premium is to be paid by the Employer to continue the insurance shall be determined by the Employer on a basis precluding individual selection.

The amounts of insurance as to any such Employee during the periods mentioned above shall be determined in accordance with the provisions of the group policy as to amounts of insurance and shall be subject to change in accordance therewith. (See provision entitled "Schedule of Benefits.")

Group Health Insurance (Continued)

NOTICE AND PROOF OF CLAIM

All group health benefits provided under the policy shall be paid as stated in the section hereof entitled "Payment of Claims" upon receipt of written proof on the Company's forms or, if such forms are not furnished by the Company within Fifteen days after demand therefor, then upon receipt of written proof covering the occurrence, character, and extent of the event for which claim is made.

Proof of loss on which claim may be based must be furnished to the Company not later than Ninety days after the date of such loss. Failure to furnish such proof within the time provided in the group policy shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.

The Company shall have the right and opportunity to examine the person of the insured when and as often as it may reasonably require during pendency of claim under the group policy, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

If any time limitation of the policy with respect to furnishing proof of loss or bringing of an action at law or in equity is less than that permitted by the law of the state or other jurisdiction in which the insured resides at the date of the accident causing the injury on which claim is based, such limitation is hereby extended to agree with the minimum period permitted by such law.

PAYMENT OF CLAIMS

Any benefits for loss of life provided under Part DD are payable to the Employee's beneficiary, if surviving the insured Employee, and otherwise to the estate of the insured Employee. All other benefits are payable to the insured Employee.

All benefits will be paid immediately after receipt of due proof of loss.

ACTIONS

No action at law or in equity shall be brought to recover on the group policy prior to the expiration of Sixty days after proof of loss has been filed in accordance with the requirements of the policy; nor shall such action be brought at all unless brought within Three years from the expiration of the time within which proof of loss is required by the policy.

INSURANCE FROM CNA

Continental Assurance Company

Offices / Chicago, Illinois

A Stock Company
Herein called the Company

Certificate of Insurance under Group Policy No. L 12725 E4 issued to

PEABODY COAL COMPANY (A DELAWARE CORPORATION),
A WHOLLY OWNED SUBSIDIARY OF KENNECOTT COPPER CORPORATION

Primary Insured: BOBBY LEE MORGAN
Effective Date: 9-16-76 **Subject to Effective Date Proviso**
Dependents Coverage shall be: ☒ Included ☐ Excluded

SCHEDULE OF BENEFITS
FOR INSUREDS AND DEPENDENTS
BASE PLAN BENEFITS

HOSPITAL EXPENSE BENEFITS	
Maximum Daily Benefit	
Forward, Semi-Private and Intensive	
Care Unit Accommodations	*FULL COST*
For Private Room Accommodations	*The average Semi-Private room rate charged by the hospital in which confined.*
Maximum Extra Expense Benefit	*Unlimited*
Maximum Amount Payable for Maternity	*The Daily Benefit and the Extra Expense Benefit as specified above.*
Surgical Expense Benefits	*Reasonable and customary charges*
Medical Expense Benefits	*Reasonable and customary charges.*
Benefits begin 1st visit for accident or sickness	
Maximum Benefit each visit: Hospital visits	*Reasonable and customary charge.*
X-Ray and Laboratory Expense Benefits	*$100.00*

EFFECTIVE DATE PROVISO:

In any instance when a Primary Insured is not regularly performing the duties of his occupation on the last work day immediately preceding the date of this certificate, the effective date of the Primary Insured's insurance shall be deferred until the date he resumes such duties.

If any dependent, other than a newborn child, is confined in a hospital on the date the Primary Insured's insurance with respect to such dependent would otherwise take effect it shall take effect on the date the confinement ends.

This certificate replaces and supersedes any and all insurance certificates and riders thereto bearing the same or a prior effective date that may have been heretofore issued under the above Group Policy or Policies.

Continental Assurance Company

Chairman of the Board

L 840-427a

SCHEDULE OF BENEFITS (Continued)

MAJOR MEDICAL EXPENSE BENEFITS

Maximum Amount Payable For All Disablements $50,000.00

Maximum Amount of Daily Hospital Room and Board charges considered as Covered Expenses:

Private Room Accommodations . . . . . *The average Semi-Private room rate charged by the hospital in which confined plus 50% of the difference between the hospital's average Semi-Private and average Private rate.*

Semi-Private Room Accommodations . . . . . *All Charges*

Ward Accommodations . . . . . *All Charges*

Deductible: *Non-maternity:* *$100.00.*
In no event, however, shall more than a deductible amount of $200.00 be required with respect to a Primary Insured and his insured dependents during any one calendar year.

Maternity: *$100.00.*

Accumulation Period: *January 1st through December 31st.*

Maternity Eligibility: *A Female Primary Insured or Dependent wife will be eligible for Maternity Benefits only if pregnancy had its inception after the date their insurance becomes effective.*

With respect to a female Primary Insured or Dependent wife whose pregnancy had its inception prior to the date the Employee was recruited from the Union, such pregnancy shall be deemed to have had its inception while insured hereunder, provided such Employee had been employed by Peabody Coal Company for a period of at least nine months at the time of such transfer.

ACCIDENT AND HEALTH INSURANCE

DEFINITIONS

Definitions:

(a) Covered Person, as used herein, means the Primary Insured and such of his dependents, as defined herein, as are insured hereunder.

(b) Hospital, as used herein, means an institution operated pursuant to law for the care and treatment of sick and injured persons, with organized facilities for diagnosis and surgery and having 24 hour nursing service, but does not include institutions operated primarily as rest homes or homes for the aged.

(c) Physician, if used in the Policy, means any individual who (1) licensed by law to perform services for which benefits are provided under the Policy and (2) acting within the scope of his license in performing these services in the state to which he is licensed.

(d) Totally Disabled, as used herein, shall mean:

(1) With respect to the Employee or spouse:

Inability to perform each and every duty pertaining to his occupation or employment. In the case of a housewife, the term "occupation" shall mean the normal duties of a housewife.

(2) With respect to a child:

Confinement in the house or in a hospital.

Accident and Health Insurance
Definitions

Definitions – Continued

(e) Dependent as used herein means:

(1) The lawful spouse of the Primary Insured, and

(2) The unmarried child or children of the Primary Insured or his spouse

who are under nineteen years of age, or under twenty-three years of age if such children are financially dependent upon the insured parent for support and normally reside in the household of the insured parent and attend an educational institution.

Provided, however, that in no event shall the term "Dependent" include any person eligible for insurance as an Employee of the Policyholder.

In the event both parents of any eligible dependent child are eligible for insurance as Employees of the Policyholder, then, for purposes hereof, each such child shall be considered as a dependent of the male parent only.

The term "Child" shall also include such adopted children, stepchildren and other children as depend upon the Primary Insured for support and are domiciled with him in a regular parent-child relationship.

ACCIDENT AND HEALTH INSURANCE

TERMINATION

TERMINATION OF INSURANCE

The insurance of a Covered Person shall terminate on the happening of any of the following events, whichever shall first occur:

(a) Failure to make any required contribution toward the cost of insurance.

(b) Entry into the armed forces of any country. With respect to an Employee, membership in the reserves with or without two consecutive full weeks of active training each year shall not be considered as entry into the armed forces.

(c) Termination of membership in the class or classes eligible for insurance under the Policy.

(1) With respect to Employees, termination of membership shall occur upon termination of employment.

Lay-off shall not be considered as termination of employment for a period of eleven months next following the commencement of such lay-off. Authorized leave of absence shall not be considered as termination of employment for a period of thirty months and forty days next following the commencement of such authorized leave of absence. Retirement and total disability shall not be considered as termination of employment. An Employee receiving severance pay shall not be considered to have terminated employment until the date such pay is discontinued.

(2) With respect to Dependents, termination of membership shall occur upon ceasing to be a dependent as defined herein.

The discontinuance of the Policy shall immediately terminate all insurance hereunder. Such termination shall be without prejudice to any claim originating prior thereto.

The discontinuance of any Coverage provided hereunder shall immediately terminate the insurance of all Covered Persons with respect to the Coverages so discontinued.

Termination of an Employee's insurance shall immediately terminate the insurance of his dependents except that in the event of the death of any Retired Employee who has named his spouse under an effective joint and survivor option under the Policyholder's Retirement Plan, while insured hereunder, the insurance for his dependents may be continued until (1) the death of the surviving spouse, (2) the spouse's remarriage, or (3) attainment of termination age for dependent children, whichever first occurs. The Company may, at its option, make payment of any and all indemnities becoming due under the policy, during the period that the insurance hereunder as to dependents of any such former Retired Employee, to (a) the former Retired Employee's spouse, or (b) any hospital, physician or surgeon upon whose charges for services claim is based, or (c) any legally constituted guardian of the former Retired Employee's dependents. Any payment in accordance with the above statement shall fully discharge the obligation of the Company to the extent of such payment.

HOSPITAL EXPENSE BENEFITS

If a Covered Person becomes confined, while insured, in a Hospital as a resident patient because of accidental bodily injury or sickness, the Company will pay, subject to the applicable maximums specified in the Schedule of Benefits:

(a) A Room and Board Benefit to cover the amount of daily expenses actually incurred for hospital board and bed or room, and

(b) An Extra Expense Benefit equal to the sum of expenses incurred during the period the Room and Board Benefit is payable, for:

1. hospital services,
2. ground transportation in an ambulance to and from the hospital, and
3. blood and blood plasma,

excluding charges for board and bed or room and any surgical, medical, dental, nursing or other professional fees,

Even if the Room and Board Benefit is not payable the Extra Expense Benefit will be allowed if such expenses are incurred:

1. within 5 days after and as a result of accidental bodily injury, or
2. in connection with and on the same day as surgery is performed.

Unless specifically provided, no benefits are payable for hospital confinement due to pregnancy, childbirth, abortion or miscarriage.

An Intensive Care Unit as used herein means a section, ward, or wing within a hospital which is operated exclusively for critically ill patients and provides special supplies, equipment and constant observation and care by registered professional nurses or other highly trained hospital personnel; excluding any hospital facility maintained for the purpose of providing normal postoperative recovery treatment or service.

LIMITATIONS

No Benefits shall be payable for any hospital confinement or service:

(a) which is not recommended and approved by a physician,

(b) resulting from an accidental bodily injury or sickness arising out of or in the course of employment, or which is compensable under any Workmen's Compensation or Occupational Disease Act or Law,

(c) resulting from accidental bodily injury or sickness caused by war or any act of war, declared or undeclared, or by participating in a riot, or as the result of the commission of a felony by the Covered Person,

(d) resulting from an intentionally self-inflicted injury,

(e) while confined in a U. S. Government Hospital or in any other hospital operated by a government unit, unless a charge is made that the Covered Person is legally required to pay,

(f) to the extent that benefits are paid for such hospital confinement or service under a policy of hospital expense insurance issued by Continental Assurance Company in accordance with that provision of this Policy entitled "Conversion Privilege."

EXTENSION OF BENEFITS

If a Covered Person becomes confined in a hospital after termination of his insurance, and prior to the expiration of the three months' period immediately following termination of insurance, and if due proof is furnished that the confinement would result in in a valid claim were the insurance in force at the commencement of such confinement, the Company will recognize such hospital confinement as a basis for a claim hereunder, provided that this Policy is in full force and effect at the time of commencement of such confinement, and it is established that the Covered Person was totally disabled when the insurance terminated and remained so disabled until the date of confinement, and the hospital confinement was the result of injury or sickness causing such total disability.

This provision shall not apply to hospital confinement due to pregnancy, childbirth, abortion or miscarriage.

No premium shall be charged after termination of insurance for the extension of benefits provided in this section.

SURGICAL EXPENSE BENEFITS

If a Covered Person, because of sickness or accidental bodily injury, undergoes a surgical procedure, anesthesia or obstetrical delivery service, the Company will pay the amount of surgical fees charged subject to the terms, limitations and exclusions herein, as follows:

1. Benefits are based on the reasonable and customary charges made by a physician.
2. Benefits will be the full payment of any reasonable and customary charges made by a physician who performed the service.
3. The term physician as used herein means any doctor of medicine or doctor of osteopathy who is legally qualified and licensed to practice medicine or surgery, osteopathic medicine or surgery, and podiatrist or chiropodist to the extent that he shall perform covered services which he is legally qualified and licensed to perform, at the time and place such services are performed.

SUCCESSIVE SURGICAL PROCEDURES

Separate surgical procedures shall be considered as resulting from one sickness or injury unless:

(1) the later procedure is performed after a period of one month, or

(2) the later procedure is due to causes entirely unrelated to the causes requiring the earlier procedure, or

(3) in the case of a Primary Insured, the procedures are separated by a return to active work on full time for a period of at least one day.

SURGICAL SERVICES

Benefits are provided for all generally accepted operative and cutting procedures including modern methods and techniques as they are developed, performed in or out of a hospital by the physician in charge of the surgery for the necessary diagnosis and treatment of diseases, accidents, fractures or dislocations, and in the case of reduction of fractures and dislocations of the jaw, which are performed either by a physician, or by a legally licensed doctor of dental surgery. This includes such physician's necessary and related pre-operative and postoperative care as well as any anesthetic where it is customarily administered by the physician in charge of the surgery.

Benefits for oral surgery shall be payable only for services requiring residence in a legally constituted hospital which are performed by a physician or legally licensed doctor of dental surgery for the extraction of impacted teeth, or for extraction of teeth other than impacted teeth or for other dental processes, provided such hospitalization is certified by the physician or doctor of dental surgery as being necessary to safeguard the health of the person so confined.

Benefits for the following dental procedures will be made when performed out of hospital by a physician or dentist:

(1) Surgical removal of impacted teeth,

(2) Alveolectomy.

SURGICAL ASSISTANTS SERVICES

Benefits will also provide for the services of a licensed physician who actively assists the physician in charge of the surgical operation in the performance of such surgical services when the Covered Person is a bed-patient in a hospital, the type of surgical services require such assistance, and further provided that services of interns, residents or house officers are not available.

ANESTHESIA SERVICES

Benefits are provided for the administration of anesthetics, based on reasonable and customary charges, provided either in or out of the hospital in surgical or obstetrical procedures, when administered and billed by a licensed physician, other than the operating surgeon or his assistant or by a registered nurse anesthetist when the state law specifically allows for the administration by such nurse, who is not an employee of, or compensated by a hospital, laboratory or other institution.

Benefits will not be provided if payments thereof are billed by a hospital or if the services are covered to any extent by the Hospital Expense Benefits provisions of the Policy.

DIAGNOSTIC SERVICES

In the event the following diagnostic sercices: x-ray examinations, pathological services, basal metabolism tests, electrocardiograms and electroencephalograms, are performed for diagnostic studies directed toward the diagnosis of a definite symptomatic condition of disease or injury, and provided such diagnostic services are not covered under the Hospital Expense Benefits or X-Ray and Laboratory Expense Benefits provisions of the Policy then such diagnostic services shall be paid hereunder on a reasonable and customary basis.

Payments will not be made for the following:

Diagnostic or X-ray examinations in connection with care of teeth, research studies, screening, routine physical examinations or check-ups pre-marital examinations, routine procedures provided on admission to a hospital, fluoroscopy without films, or any examination not necessary to diagnosis of a disease or injury.

SURGICAL EXPENSE BENEFITS (Continued)

OBSTETRICAL SERVICES

Benefits are provided for the services performed by the physician in charge of the obstetrics for the delivery of a child or children. In Hospital pre-natal and post-natal care services are included. A female Primary Insured or a Dependent wife, who becomes insured shall be eligible for Obstetrical Services for any condition of pregnancy only if pregnancy had its inception after the date their insurance becomes effective.

With respect to a female Primary Insured or Dependent wife whose pregnancy had its inception while insured under former Policy No. GH-4000, such pregnancy shall be deemed to have had its inception while insured hereunder.

With respect to a female Primary Insured or Dependent wife whose pregnancy had its inception prior to the date the Employee was recruited from the Union, such pregnancy shall be deemed to have had its inception while insured hereunder, provided such Employee had been employed by Peabody Coal Company for a period of at least nine months at the time of such transfer.

EXTENSION OF BENEFITS

If a Covered Person undergoes a surgical procedure after termination of insurance hereunder, and prior to the expiration of the three month period immediately following termination of insurance, and if due proof is furnished that the expenses would result in a valid claim were the insurance in force when the expenses were incurred, the Company will recognize such expenses as a basis for a claim hereunder, provided that this Policy is in full force and effect at the time such expenses are incurred, and it is established that the Covered Person was totally disabled when the insurance terminated and remained so disabled until the date of the expenses, and the expenses were the result of injury or sickness causing such total disability.

In the case of a female Primary Insured or Dependent wife, obstetrical services performed after termination of insurance which are due directly to pregnancy which had its inception while the female Primary Insured or Dependent wife was covered hereunder, shall also be considered as a basis for a claim.

No premium shall be charged after termination of insurance for the extension of benefits provided in this section.

LIMITATIONS

No Benefits will payable for any expenses incurred:

(a) which is not recommended and approved by a physician, doctor of dental surgery or podiatrist,

(b) resulting from an accidental bodily injury or sickness arising out of or in the course of employment, or

(c) resulting from accidental bodily injury or sickness caused by war or by any act of war, declared or undeclared, or by participating in a riot, or as the result of the commission of a felony by the Covered Person,

(d) resulting from an intentionally self-inflicted injury,

(e) for X-ray services,

(f) for plastic operations for cosmetic or beautifying purposes other than such operations performed as the result of injury or accident occurring after the effective date of coverage,

(g) for blood or blood plasma,

(h) for treatment of corns, bunions (except capsular or bone surgery thereof), calluses, nails of the feet except surgery for ingrown nails, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet, except when surgery is performed.

(i) for routine care of newborn children,

(j) for anesthesia, radiation therapy, diagnostic X-ray or other diagnostic examinations for which payments are claimed by hospitals, laboratories or other institutions or if such services are covered by the Hospital Expense Benefits or X-Ray and Laboratory Expense Benefits of this Policy,

(k) for hospital and laboratory services,

(l) performed in a U. S. Government Hospital or in any other hospital operated by a government unit, unless a charge is made that the Covered Person is legally required to pay, or

(m) to the extent that benefits are paid for such surgical procedure under a surgical expense rider attached to a policy of hospital expense insurance issued by Continental Assurance Company in accordance with that provision of this Policy entitled "Conversion Privilege."

MATERNITY BENEFITS

MATERNITY HOSPITAL EXPENSE BENEFITS

If a female Primary Insured or dependent wife who is entitled to a Hospital Expense Benefits for Maternity, is confined in a hospital, while insured hereunder, as a result of pregnancy, childbirth, abortion or miscarriage, the Company will pay the Room and Board and the Extra Expense Benefits as defined in that provision entitled Hospital Expense Benefits.

EXTENSION OF BENEFITS

If a female Primary Insured or dependent wife who is pregnant on the date her insurance terminates becomes confined in a hospital, after termination of insurance, as the result of such pregnancy, and if due proof is furnished that the confinement would have resulted in a valid claim had the insurance been in force at the commencement of such confinement, the Company will recognize the confinement as a basis for a claim.

LIMITATIONS

No benefits will be payable for any hospital confinement:

(a) which is not recommended and approved by a physician,

(b) while confined in a U. S. Government Hospital or in any other hospital operated by a government unit, unless a charge is made that the Covered Person is legally required to pay, or

(c) to the extent that benefits are paid for such hospital confinement under a policy of hospital expense insurance issued by Continental Assurance Company in accordance with that provision of this Policy entitled "Conversion Privilege."

A female Primary Insured or Dependent wife who becomes insured will be eligible for Maternity Benefits only if such pregnancy had its inception while she was insured hereunder.

With respect to a female Primary Insured or Dependent wife whose pregnancy had its inception prior to the date the Employee was recruited from the Union, such pregnancy shall be deemed to have had its inception while insured hereunder, provided such Employee had been employed by Peabody Coal Company for a period of at least nine months at the time of such transfer.

MEDICAL EXPENSE BENEFITS

(During Hospital Confinement)

If a Covered Person, while insured hereunder, requires a physician's visit for treatment of sickness or accidental bodily injury while confined in a hospital, the Company will pay the fee charged by the physician for medical visits while so confined up to the full payment of any reasonable and customary charges made by the physician who performed the service. Benefits are payable for up to a maximum period of 365 days. These benefits are available for each disability. Such benefits will also be provided concurrently with benefits for surgical and obstetrical services when a patient has a separate and complicated condition, the treatment of which requires skills not possessed by the physician who is performing the surgical or obstetrical services. Payments begin with the first visit at the rate of one visit per day.

LIMITATIONS

No Extension of Benefits is provided for this coverage, nor may it be converted to an individual policy.

No Benefits shall be payable for:

(a) more than one visit per day,

(b) surgical treatment or any medical treatment, respecting any injury or sickness, received subsequent to a surgical procedure performed on account of such injury or sickness, except as specifically provided herein,

(c) any medical treatment caused by or resulting from pregnancy (which term includes childbirth, abortion or miscarriage), except as specifically provided herein,

(d) eye examination for the purpose of prescribing corrective lenses,

(e) any dental treatment, including the extraction of teeth,

(f) payments to assistants,

(g) treatment of corns, bunions, calluses, nails of the feet, flat feet, fallen arches, weak feet, chronic foot strain, or symptomatic complaints of the feet,

(g) medical visits in the home or doctor's office, or medical or surgical consultations,

(i) routine care of newborn children,

(j) any accidental bodily injury or sickness arising out of or in the course of employment, or which is compensable under any Workmen's Compensation or Occupational Disease Act or Law,

(k) any accidental bodily injury or sickness caused by war or by any act of war, declared or undeclared, or by participating in a riot, or as the result of the commission of a felony by the Covered Person,

(l) any intentionally self-inflicted injury, or

(m) any medical treatment performed in a U. S. Government Hospital or in any other hospital operated by a government unit, unless a charge is made that the Covered Person is legally required to pay.

X-Ray and Laboratory Fee Benefits

If a Covered Person, while insured hereunder, incurs expenses for laboratory tests or x-rays for diagnosis of a sickness or accidental bodily injury while not confined within a hospital as a resident patient, the Company will pay for such expenses subject to the applicable maximum benefit specified in the Schedule of Benefits.

LIMITATIONS

No Extension of Benefits is provided for this coverage, nor may it be converted to an individual policy.

No Benefits shall be payable with respect to any x-ray or laboratory examinations:

(a) which are not recommended and approved by a physician,

(b) performed as a result of an accidental bodily injury or sickness arising out of or in the course of employment, or which is compensable under any Workmen's Compensation or Occupational Disease Act or Law,

(c) performed as a result of an accidental bodily injury or sickness caused by war or by any act of war, declared or undeclared, or by participating in a riot, or as the result of the commission of a felony by the Covered Person,

(d) performed as a result of an intentionally self-inflicted injury,

(e) in connection with pregnancy, or

(f) performed in a U.S. Government Hospital or in any other hospital operated by a government unit unless a charge is made that the Covered Person is legally required to pay without regard to the existence of insurance.

No Benefits shall be payable for Dental X-Rays except in cases of accidental bodily injury.

MAJOR MEDICAL EXPENSE BENEFITS

DEFINITIONS

The following definitions are applicable to Major Medical Expense Benefits regardless of what the terms may mean elsewhere:

(a) Disablement means a bodily disorder or bodily injury. Furthermore, all disablements sustained or contracted during the same calendar year which are due to either the same or entirely unrelated causes are considered a continuation of a prior disablement and not a separate disablement.

(a-1) "Registered psychologist" means a person who provides Registered psychological services in connection with the diagnosis or treatment of mental, psychoneurotic or personality disorders, and who qualifies as a psychologist, in any of the following ways, in the jurisdiction (state, District of Columbia, territory or possession of the United States) in which he is practicing.

(a) If statutory licensure or certification of psychologists exists in the jurisdiction, he holds a valid license or certificate of such jurisdiction as a psychologist.

(b) If statutory licensure or certification of psychologists does not exist in the jurisdiction, he holds a valid, nonstatutory (professional) certification established by the jurisdiction's recognized psychological association.

(c) If neither statutory nor nonstatutory licensure or certification of psychologists exists in the jurisdiction, he holds a statement of qualification by a committee established for the purpose by the jurisdiction's recognized psychological association or, in the absence of such a committee, he holds a diploma in the appropriate specialty awarded by the American Board of Examiners in Professional Psychology.

The recognized psychological association of a jurisdiction is one which, if the jurisdiction is in the United States, is affiliated with the American Psychological Association.

(b) Covered Expense, except as otherwise qualified in the Major Medical Expense portion of this Certificate, means expenses incurred for

(1) Hospital Charges for daily board and bed or room, subject to the maximum amount per day of confinement specified in the Schedule of Major Medical Expense Benefits.

(2) Charges, other than charges for regular daily services, made by a hospital for the medical care and treatment of a Covered Person exclusive of charges for professional services.

(3) Professional local ambulance service charges for transportation to a hospital.

(4) Charges made by a physician for medical care and treatment and for performing a surgical procedure.

(5) Charges made by a Registered Nurse (R.N.).

(6) Licensed practical nursing charges.

(7) Charges made for the cost and administration of an anesthetic.

(8) Charges made for radium therapy, X-Ray treatments and examinations (other than dental X-Ray not necessitated by an injury), microscopic tests, or any laboratory tests or analysis made for diagnostic or treatment purposes.

(9) Charges made for treatment by a physiotherapist.

(10) Charges for the following supplies:

(a) drugs and medicines requiring the written prescription of a physician and which must be dispensed by a licensed pharmacist,

(b) blood plasma or whole blood,

(c) artificial limbs or eyes (except replacement thereof),

(d) casts, splints, trusses, crutches and braces (except dental braces),

(e) oxygen and rental of equipment for the administration of oxygen,

(f) rental of a wheel chair or hospital type bed,

(g) rental of an iron lung or other mechanical equipment for the treatment of respiratory paralysis.

(11) Charges made by a registered psychologist.

In no event shall Covered Expenses include charges for services, treatments or supplies which are not necessary for the care and treatment of the disablement, nor shall charges which are, in the opinion of the Company, unreasonably priced be included in excess of reasonable amounts. For any service, treatment or supplies which the Company considers unreasonably priced the amount to be considered as Covered Expense shall be the amount customarily charged by qualified persons or institutions in the area in which rendered to persons of like financial means as the Covered Person who do not have insurance covering such disablement.

MAJOR MEDICAL EXPENSE BENEFITS (Continued)

DEDUCTIBLE

The amount of "Covered Expenses" which must be incurred before any Benefits are payable hereunder shall be known as the "Deductible."

The "Deductible" shall be the applicable amount specified in the Schedule of Benefits and must be incurred within the Accumulation Period specified in the Schedule of Benefits. Any "Covered Expenses" incurred and charged against the "Non-Maternity Deductible" during the last three months of a calendar year may also be used to reduce the "Non-Maternity Deductible" for the next calendar year.

BENEFITS

If a Covered Person, while insured, incurs "Covered Expenses" during any calendar year, the Company will pay the following percentages of such "Covered Expenses" as are incurred in excess of the "Deductible" and prior to the end of the calendar year for which the "Deductible" has been satisfied, subject to the applicable maximum benefit specified in the Schedule of Benefits:

(a) 80% of the next $1,000.00 of such "Covered Expenses" incurred, and

(b) 90% of the balance of such "Covered Expenses".

MATERNITY BENEFITS

If a female Primary Insured or dependent wife who is entitled to Maternity Benefits as specified in the Schedule of Benefits incurs "Covered Expenses" as the result of pregnancy, the Company will pay, subject to the applicable maximum benefit specified in the Schedule of Benefits:

(a) 80% of the next $1,000.00 of such "Covered Expenses" incurred, and

(b) 90% of the balance of such "Covered Expenses".

PRE-EXISTING CONDITIONS

If a Covered Person incurs Covered Expenses as the result of bodily disorder or bodily injury within three (3) months prior to the date he became insured hereunder, then expenses incurred as the result of such bodily disorder or bodily injury after the date he became insured in excess of that amount necessary to provide $1,000.00 of benefits shall not be considered as "Covered Expenses."

Provided, however, that this provision will cease to apply to any expenses incurred in connection with such disablement after the earliest of:

1. twelve months of continuous coverage, or
2. in case of Primary Insureds only, six months of continuous active work and coverage.

MAJOR MEDICAL EXPENSE BENEFITS (Continued)

MAXIMUM AMOUNT

The total amount payable hereunder for all disablements, including maternity, shall not exceed the applicable Maximum Major Medical Expense Benefit specified in the Schedule of Benefits with respect to the entire duration of coverage of any Covered Person, except as provided by the section entitled "Reinstatement of Maximum."

COMMON DISASTER

In the event the Primary Insured and one or more dependents of such Insured or two or more dependents of the same Primary Insured shall be injured in the same accident, then in the current and next succeeding calendar year, benefits hereunder on account of such injuries shall be payable on the basis of the expenses being incurred in connection with the injury or injuries of each such person individually. However, the Deductible shall be applied to all such individuals collectively rather than applying the Deductible to each such person individually as heretofore provided.

"Covered Expenses" incurred in behalf of each such individual shall not include any other expenses existing prior to such accident which are not specifically mentioned herein. Nor shall the "Covered Expenses" be applied in satisfying the Deductible for which benefits would otherwise be payable hereunder in connection with an unrelated disability.

REINSTATEMENT OF MAXIMUM

If a Covered Person has received Major Medical Expense Benefits, then on the first day of each calendar year an amount equal to the lesser of:

(a) $2,000.00 and

(b) the amount necessary to provide a sum equal to the total maximum amount payable

shall be reinstated.

If a Covered Person has received Major Medical Expense Benefits and wishes immediate reinstatement of the total maximum amount payable, he shall again be entitled to received full benefits by furnishing, without expense to the Company, proof of insurability satisfactory to the Company. If such proof is furnished, the total maximum amount payable shall be reinstated as to such Covered Person on the date the Company determines the proof to be satisfactory.

Provided, however, that this provision shall not be available during any period during which benefits are payable under the Extension of Benefits provision.

EXTENSION OF BENEFITS

If the insurance of a Covered Person terminates for any reason while benefits are being paid hereunder, and it is established that the Covered Person was disabled when such insurance terminated, and if Covered Expenses are incurred in connection with the injury or sickness causing such disability, and the total maximum amount of benefits have not been paid, and the Group Policy is in full force and effect, then benefits with respect to Covered Expenses incurred in connection with the injury or sickness causing such disability will be continued during such disability until either 24 months from the date on which insurance terminated, or the total amount of benefits have been paid, or the Covered Person ceases to be disabled, or termination of the Group Policy, which ever first occurs. No benefits will be payable subsequent to the foregoing date for that disability nor will any benefits be payable hereunder with respect to separate disabilities commencing subsequent to the date of termination of insurance.

If a female Primary Insured or dependent wife who is pregnant on the date her insurance terminates incurs Covered Expenses as the result of such pregnancy after termination of insurance hereunder, and if due proof is furnished that such Covered Expenses would have resulted in a valid claim hereunder had the insurance been in force at the time of incurring such Covered Expenses, the Company will recognize such Covered Expenses as a basis for a claim hereunder. Provided, however, that in no event will benefits be payable with respect to such pregnancy, childbirth or miscarriage, beyond either:

(1) the first anniversary of the date of termination of insurance, or

(2) payment of the total maximum amount of benefits,

whichever first occurs.

MAJOR MEDICAL EXPENSE BENEFITS (Continued)

LIMITATIONS

For purposes hereof "Covered Expenses" shall not be deemed to include any expenses incurred:

(1) In connection with any accidental bodily injury or sickness arising out of or in the course of employment, or which is compensable under any Workmen's Compensation or Occupational Disease Act or Law.

(2) Which are not certified by the attending physician to be necessary.

(3) For any charges made by a hospital unless the hospitalization is recommended and approved by a physician.

(4) In connection with cosmetic surgery except that which is necessary for the prompt repair of an accidental bodily injury occurring while insured.

(5) In connection with dental care and treatment except that necessitated by accidental bodily injury, occurring while insured, to sound, natural teeth.

(6) For eye examination for the purpose of prescribing corrective lenses or for the fitting of glasses.

(7) For eye glasses, contact lenses or hearing aids.

(8) In connection with a routine physical examination.

(9) As a result of an accidental bodily injury or sickness caused by war, or by any act of war, declared or undeclared, or by participating in a riot or as the result of the commission of a felony.

(10) While confined in a U.S. Government Hospital or in any other hospital operated by a government unit, unless a charge is made that the Covered Person is legally required to pay without regard to the existence of insurance.

(11) In connection with pregnancy or resulting childbirth, abortion or miscarriage except as otherwise specifically provided.

(12) In connection with any intentionally self-inflicted bodily injury.

(13) For charges made by a physician, Registered Nurse (R.N.) licensed practical nurse, Registered psychologist or physiotherapist if such physician, Registered Nurse, licensed practical nurse, Registered psychologist or physiotherapist is related to the Covered Person or ordinarily resides with the person requiring treatment.

(14) To the extent that benefits are paid for such expenses under a policy of hospital expense insurance issued by Continental Assurance Company in accordance with that provision of this Policy entitled "Conversion Privilege."

Any expenses for which benefits are payable under the hospital, surgical or other supplemental benefits provisions of the Plan shall not be considered as "Covered Expenses" hereunder.

Accident and Health Insurance

GENERAL PROVISIONS

(These provisions are extracts from the Policy and apply to all Accident and Health Insurance provided hereunder.)

NOTICE AND PROOF OF CLAIM

Written notice of loss on which claim may be based must be given to the Company within twenty days after the date on which such loss occurs. Notice given by or in behalf of the Covered Person to the Company at its Home Office, 310 South Michicagn Avenue, Chicago, Illinois 60604, or to any authorized agent of the Company, with particulars sufficient to identify the Covered Person shall be deemed to be notice of the Company.

The Company, upon receipt of the notice required by the Policy, will furnish to the claimant such forms as are usually furnished by it for filing proof of claim. If such forms are not so furnished within fifteen days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of the Policy as to such proof upon submitting, within the time fixed in the Policy for filing such proof, written proof covering the occurrence, character and extent of the loss for which claim is made.

Affirmative proof of loss must be furnished to the Company at its said office, in case of claim for Accidental Death and Dismemberment Benefits, within ninety days after the date of the loss and in case of claim for any other loss, within ninety days after the termination of the period for which the Company is liable.

Failure to give notice or furnish proof within the time provided shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice or proof and that such notice or proof was furnished as soon as was reasonably possible.

The Company, at its own expense, shall have the right and opportunity to examine the person of the claimant, when and so often as it may reasonably require during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death when it is not prohibited by law where a claim for accidental death benefit is involved.

PAYMENT OF LOSS

Subject to any written direction of the Primary Insured in an application or otherwise, all or a portion of any benefits provided by the Policy on account of hospital, nursing, medical or surgical service may, at the Company's option, and unless the Primary Insured requests otherwise in writing, be paid directly to the hospital or person rendering such services not later than 60 days after receipt of due proof of loss; but it is not required that the service be rendered by a particular hospital or person. Benefits for loss of life are payable to the Primary Insured's Beneficiary if surviving the Primary Insured, otherwise to the estate of the Primary Insured. All other benefits are payable to the Primary Insured.

Upon request of the Primary Insured and subject to due proof of claim, all accrued Benefits, other than Accidental Death and Dismemberment Benefits, will be paid bi-weekly during the continuance of the period for which the Company is liable, and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of due proof.

All payments under this policy shall be in accordance with the above provisions, except that in the event the Company determines that the Primary Insured is incompetent or incapable of executing a valid receipt and no guardian has been appointed, the Company may, during the lifetime of the Primary Insured, pay any amount otherwise payable to the Primary Insured to the husband or wife or relative by blood of the Primary Insured, or to any other person or institution determined by the Company to be equitably entitled thereto; or in case of the death of the Primary Insured before all amounts payable under the policy have been paid, the Company may pay any such amount up to an aggregate not in excess of $500. to any person or institution determined by the Company to be equitably entitled thereto.

Any payment in accordance with this provision shall discharge the obligation of the Company hereunder to the extent of such payment.

ACCIDENT AND HEALTH INSURANCE

GENERAL PROVISIONS (Continued)

(These provisions are extracts from the Policy and apply to all Accident and Health Insurance provided hereunder.)

ACTION AT LAW OR IN EQUITY

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after proof of claim has been filed in accordance with the requirements of the Policy nor shall such action be brought at all unless brought within ten years from the expiration of the time within which proof of claim is required by the Policy.

WORKMEN'S COMPENSATION

The Policy does not affect nor does it pay in addition to workmen's compensation insurance.

POLICY INSPECTION

The Policy shall be available for inspection at the Policyholder's office at any time during regular business hours.

CHOICE OF PHYSICIAN, SURGEON AND HOSPITAL

The Covered Person shall have the right to select any physician, surgeon and hospital, and a physician-patient relationship will be maintained.

Provision For Co-ordination Between the Policy and Other Benefits

All benefits provided under this certificate for Medical care and treatment are subject to this provision (Hereafter called Continental Assurance Company Plan).

Definitions

"Other Plan" as used herein means the following plans providing benefits or services for or by reason of medical care or treatment: (a) group insurance coverage, (b) Employer Sponsored Blue Cross, Blue Shield, and other prepayment coverage, (c) any coverage under labor-management trusteed plans, or employee benefit organization plans, and (d) any coverage under governmental programs, and any coverages required or provided by any statute.

"Claim Determination Period" as used herein means a Calendar Year or, if shorter, that portion of a Calendar Year during which a covered person is insured under the Continental Assurance Company Plan.

"Allowable Expenses" as used herein means any necessary, reasonable, and customary item of expense at least a portion of which is covered under at least one of the plans covering the person for whom claim is made.

Provisions

If any person, while covered under the Continental Assurance Company Plan, is also covered under some one or more other plans, and the sum of the benefits payable under the Continental Assurance Company Plan together with the benefits payable under all other plans exceeds the covered person's Allowable Expenses during any Claim Determination Period, then the benefits otherwise payable with respect to such person shall be reduced so that the benefits payable under all of the plans involved shall not exceed his Allowable Expenses for such period. Benefits payable under another plan include the benefits that would have been payable had claim been duly made therefor.

If a person is covered under two or more Plans, the order in which benefits shall be determined is as follows:

(1) the benefits of a plan covering the person other than as a dependent shall be determined before the benefits of a plan covering such person as a dependent;

(2) the benefits of a plan covering the person as a dependent of a male person shall be determined before the benefits of a plan covering the person as a dependent of a female person;

(3) when (1) or (2) above fail to establish an order of benefit determination, then the benefits of the plan covering the person for the longer period of time shall be determined first.

For the purposes of Co-ordination of Benefits, Continental Assurance Company

(a) may release to or obtain from any other insurance company or other organization or person any claim information, and any person claiming benefits under the Continental Assurance Plan shall furnish any information which Continental Assurance Company may require.

(b) has the right, if an overpayment is made, to recover such overpayment from any other person, or any other insurance company or organization.

(c) has the right to pay to any other organization an amount it shall determine to be warranted, if payments which should have been made by Continental Assurance Company have been made by such organization.

CONVERSION PRIVILEGE

If the insurance of the Primary Insured shall terminate as a result of the termination of his membership in the classes eligible for insurance for reasons other than termination of the Group Policy or failure to make the required premium contribution, if any, the Primary Insured shall be entitled to have issued to him by the Company, upon written application made by said Primary Insured to the Company within thirty-one days after such termination of insurance and upon payment of the premium applicable to the class of risk to which he belongs, an individual policy of Hospital Expense Insurance of the type customarily issued by the Company in conversion of Group Insurance. Such conversion shall be without evidence of insurability and without invoking a new time limit on certain defenses. Such individual policy shall be effective on the date following termination of insurance, and, subject to the payment of the required premium, shall be continued in force for a term of one year. Such policy may be renewed with the consent of the Company and at such rates as it may determine, for successive terms of one year each.

CERTIFICATE AMENDMENT

(TO BE ATTACHED TO GROUP CERTIFICATE)

IT IS HEREBY CERTIFIED that the certificate to which this amendment is attached is amended as follows:

Those provisions wherever appearing in said certificate entitled "LIMITATIONS" which deal in part with: hospital confinement, operation performed, services rendered, medical treatment received, x-ray or laboratory examinations, or expenses incurred in a U.S. Government Hospital or in any other hospital operated by a government unit, unless a charge is made that the Covered Person is legally required to pay without regard to the existence of insurance,

are hereby deleted and withdrawn and the following substituted therefor:

No benefits shall be payable hereunder with respect to hospital confinement, operation performed, services rendered, medical treatment received, x-ray or laboratory examinations, or expenses incurred while confined in a U.S. Government Hospital or in any other hospital operated by a government unit, unless a charge is made that the Covered Person is legally required to pay.

This amendment takes effect and expires concurrently with the certificate to which it is attached, and is subject to all the provisions of the policy not inconsistent herewith.

CONTINENTAL ASSURANCE COMPANY

Chairman of the Board

L 312-942

CERTIFICATE AMENDMENT

(TO BE ATTACHED TO GROUP CERTIFICATE)

IT IS HEREBY CERTIFIED that the certificate to which this amendment is attached is amended so as to provide:

If any unmarried dependent child, who is insured under the policy is incapable of self-support due to mental retardation or physical handicap, and is dependent upon the Insured for support and maintenance, on the date such dependent child's coverage under the policy would otherwise terminate due to attainment of the termination age for children and if within thirty-one days of such date the Company receives due proof of such dependent's incapacity, the coverage of such dependent child under the policy may be continued for so long as the Insured remains insured under the policy, and such incapacity continues.

This amendment takes effect and expires concurrently with the certificate to which it is attached, and subject to all the provisions of the policy not inconsistent herewith.

CONTINENTAL ASSURANCE COMPANY

Chairman of the Board