

*Amherst Same as UMWA
protected*

FILE COPY

ARCH OF WEST VIRGINIA, INC.
P. O. BOX 156
MOLYN, WEST VIRGINIA 26054

TELEPHONE

**RECEIVED
JUL 27 1995**

MEMORANDUM

TO: Jane Fox
FROM: Charlene Necessary
DATE: August 29, 1990
RE: Salaried Retirees

As we discussed some time ago, Arch of West Virginia has several salaried retirees who retired pre April 1, 1984 who have medical coverage similar to UMWA coverage. These people have not had an SPD since the one attached which was effective June 1, 1982.

They are covered for medical and vision. They have \$5,000 life insurance, no life insurance on dependents, and surviving spouse is covered for medical for two years after death of pensioner. (This is not stated in SPD but has been carried over from older SPD's and should be stated in new SPD). *ps no sp*

Please advise if anything else is needed for the SPD. The attached SPD was for all salaried employees and retirees effective June 1, 1982 and was never re-printed. I'm sending you a copy. I only have the one.

Thanks.

CN:vib

Att.

Plan ID'S

- A17H
- A17B
- A17M
- A17P
- A17U
- A17F

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Employee Benefit Plan



Amherst Coal Company

A subsidiary of Diamond Shamrock Corporation

For Salaried Employees



Diamond Shamrock

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**HOW THE BENEFITS
DESCRIBED IN THIS BOOKLET
ARE PROVIDED**

PART I

Health Benefits are provided directly by Amherst Coal Company.

PART II

Dental Benefits are provided directly by Amherst Coal Company.

PART III

General information you should know concerning claim payment and the Employee Retirement Income Security Act of 1974 (ERISA).

PART IV

Certification of the Life Insurance, Accidental Death and Dismemberment Insurance Benefits and Weekly Disability Insurance provided under a group policy issued by Provident Life and Accident Insurance Company.

ALL BENEFITS DESCRIBED IN THIS BOOKLET ARE ADMINISTERED BY PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, CHATTANOOGA, TENNESSEE.

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SCHEDULE OF BENEFITS

**BENEFITS FOR EMPLOYEES AND PENSIONERS,
AND THEIR DEPENDENTS**

Health Care Benefits—

For Care of Injury, Illness or Maternity—
Health Care Benefits payable under the Plan
are described on following pages.

Deductible Amount

A. All Physicians' Services rendered except
major cutting surgery and obstetrical deliv-
ery charges other than additional pre and
post-natal separate charges.

*Working Group \$7.50 per visit, treat-
ment or service up to
a maximum of
\$150.00 per 12-
month period** per
family.

*Non-Working Group \$5.00 per visit, treat-
ment or service up to
a maximum of
\$100.00 per 12-
month period** per
family.

B. Prescription drugs and medicines \$5.00 per prescrip-
tion, order or refill up
to a maximum of
\$50.00 for all pre-
scriptions per 12-
month period** per
family. For purposes of
this provision, a pre-
scription shall mean a
30 day supply or frac-
tion thereof.

In the event the 12-month period Deductible maximum is reached, no
further co-payments will be required of that family for the remainder of that
12-month period.

* The Working Group shall consist of Active Employees and their eligible
Dependents.

The Non-Working Group shall consist of all Pensioners, Surviving De-
pendent Spouses and eligible Dependents of such Pensioners.

** The 12-month period beginning March 27 and ending March 26 each
year.

SCHEDULE OF BENEFITS

Dental Expense Benefits—

Benefits are payable for Covered Dental Expenses incurred, as
described on following pages in the section headed Dental Ben-
efits, after satisfaction of the Deductible Amount during each
Benefit Year but not to exceed the Maximum Benefit.

Deductible Amount \$ 50.00

Maximum Benefit for Covered Dental expenses incurred for all
dental care or treatment during each Benefit Year \$750.00

PROVISIONS APPLICABLE TO ALL HEALTH CARE BENEFITS

COORDINATION WITH OTHER HEALTH CARE BENEFITS—Benefits
provided under the Plan for hospitalization, surgery and medical care ex-
penses may be subject to reduction in accordance with the provision
headed "Coordination With Other Medical Care Benefits" described on a
following page.

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Retiree Group

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SCHEDULE OF BENEFITS

CUSTOMARY AND REASONABLE FEE—"Customary and Reasonable Fee" means the maximum benefit payable as determined by the Provident, taking into consideration:

- (a) the usual fee which is charged for a given service by an individual Physician in his personal practice;
- (b) the range of usual fees customarily charged by Physicians of similar training and experience for the same service within a given specific limited geographical or socio-economic area; and
- (c) a reasonable fee which meets the above two criteria or in the opinion of the responsible local medical association's review committee, is justifiable in the special circumstances of the particular case in question.

(4)

BECOMING COVERED

When You Are Eligible

You are a member of the class of Employees eligible for the coverage described on the following pages if you are a regular full time Salaried Employee of the Employer unless you normally work less than 1,000 hours a year.

Employees are eligible to participate on the later of the effective date of the plan or

- (i) with respect to Dental Benefits on the first of the month coinciding with or next following the date you complete six months of employment; or
- (ii) with respect to all other benefits, on the first of the month coinciding with or next following the date of your employment.

The effective date of the Plan is June 1, 1982.

When You Become Insured

You will be covered on the date you become eligible as provided above if you are actively at work on that date as defined on a following page.

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BECOMING COVERED

Coverage For Your Dependents

Eligible Dependents include your wife or husband and your unmarried children over fourteen days but under nineteen years of age with respect to Dependent Life Insurance and under nineteen years of age with respect to all other coverage except Dental. Special provisions apply to Dental Care. Also covered as "children" are step children, foster children and any other children who are dependent upon you and residing with you in regular parent-child relationship. Unmarried children continue to be eligible up to age twenty-three years so long as they are regularly attending school on a full time basis. However, subject to the provisions under "Termination of Insurance" on a following page, benefits providing for medical expenses may be continued beyond the limiting age for unmarried children who become physically or mentally incapable of earning a living prior to attainment of the limiting age. Eligible Dependents also include your parent who has lived continuously with you for one year or more and who receives less than \$200 per month of income from all sources.

Eligible Dependents will not include any person who is eligible for coverage as an Employee.

If both husband and wife are covered under the plan as Employees, either, but not both, may elect to cover children eligible as described above.

In no event will any individual for whose death a benefit is provided under any policy issued by the Provident to the Group Policyholder or any predecessor, parent, subsidiary or affiliated employer be eligible for Life Insurance for Dependents under this plan.

If you have an eligible Dependent or Dependents and elect to cover them, the coverage with respect to your Dependents will become effective on the date you become covered except for any Dependent then hospitalized; if you wish to cover any Dependent, you must elect coverage for all your eligible Dependents.

(6)

BECOMING COVERED

Reporting Changes in Eligibility of Dependents

If you do not have Dependents when you become covered but later acquire a Dependent, notify the office so the change in your classification may be recorded. You should also notify the office promptly when a Dependent becomes ineligible.

If You Are Away From Work or A Dependent is Hospitalized

If you are not actively at work on the date you would otherwise become covered, you will be covered on the date you return to active work. For this purpose, active work or being actively at work means performing for a full normal work day the regular duties of your occupation or employment at

- (1) your employer's place of business, or
 - (2) another location to which you may be required to travel in the performance of the duties of your occupation
- on the day preceding the date your coverage is to become effective and being able to work on the date your coverage is to become effective.

Any Dependent who is hospitalized on the date coverage would otherwise become effective will not be covered until the day following the date of discharge from the hospital, except that this requirement does not apply to a newborn child. A newborn child is covered on the date eligible in accordance with the section headed "Coverage For Your Dependents" on the preceding page, even if hospitalized on that date, provided the child is born while you are insured with respect to Dependents.

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A. HEALTH BENEFITS

(1) In-Patient Hospital Benefits

(a) Semi-Private Room

When an Employee or Dependent is admitted by a licensed physician (hereinafter "physician") for treatment as an in-patient to an Accredited Hospital (hereinafter "hospital"), benefits will be provided for semi-private room accommodations (including special diets and general nursing care) and all medically necessary services provided by the hospital as set out below for the diagnosis and treatment of the patient's condition.

Medically necessary services provided in a hospital include the following:

- Operating, recovery, and other treatment rooms
- Laboratory tests and x-rays
- Diagnostic or therapy items and services
- Drugs and medication (including take-home drugs which are limited to a 30-day supply)
- Radiation therapy
- Chemotherapy
- Physical therapy
- Anesthesia services
- Oxygen and its administration
- Intravenous injections and solutions
- Administration of blood and blood plasma
- Blood, if it cannot be replaced by or on behalf of the Employee or Dependent

PART I

HEALTH BENEFITS

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HEALTH BENEFITS (Continued)

(b) Intensive Care Unit

Benefits will also be provided for treatment rendered in an Intensive Care Unit of the hospital, if such treatment is certified as medically necessary by the attending physician.

(c) Private Room

For confinement in a private room, benefits will be provided for the hospital's most common charge for semi-private room accommodations and the Employee shall be responsible for any excess over such charge except that private room rates will be paid when (i) the patient's condition requires him to be isolated for his own health or that of others, (ii) the hospital has semi-private or less expensive accommodations but they are not available and the patient's condition requires immediate hospitalization.

(d) Renal Dialysis

Benefits will be provided for the first two months of confinement (or such other period that is consistent with Federal Medicare regulations) if a covered person is admitted for renal dialysis provided that the renal dialysis therapy is administered in accordance with Federal Medicare regulations in force at the time of such treatment.

(e) Mental Illness

Benefits are provided for up to a maximum of 30 days for a covered person who is confined for mental illness in a hospital by a physician. Hospitalization may be extended for a maximum of 30 additional days for confinements for an acute (short-term) mental illness, per episode of acute illness. (More than 3 months of care over a two-year period is deemed for purposes of this Plan to be a chronic (long-term) mental problem for which the Plan will not provide in-patient hospital benefits).

HEALTH BENEFITS (Continued)

(f) Alcoholism and Drug Abuse

Benefits are provided for emergency detoxification hospital care for the treatment of alcoholism or emergency treatment for drug abuse. Such treatment is limited to 7 calendar days per in-patient admission.

(g) Dental Procedures

Benefits are provided for a covered person who is admitted to a hospital for dental work or treatment if hospitalization for such dental work or treatment is certified by a physician legally licensed to practice medicine and surgery or by a doctor of dental surgery (D.D.S.) as being necessary to safeguard the health of the covered person confined.

(h) Maternity Benefits

Benefits are payable for charges incurred by a covered female who is confined to a hospital due to pregnancy. Such benefits are payable on the same basis as for sickness.

However, benefits are not payable for expenses incurred in connection with an abortion terminating a pregnancy, except where the life of the mother would be endangered if the fetus were carried to term, or except where medical complications have arisen due to an abortion.

HEALTH BENEFITS (Continued)

(2) Out-Patient Hospital Benefits

(a) Emergency Medical and Accident Cases

Benefits are provided for emergency medical treatment or medical treatment of an injury as the result of an accident, provided such emergency medical treatment is rendered within 48 hours following the onset of acute medical symptoms or the occurrence of the accident.

(b) Surgical Cases

Benefits are provided for surgical treatment in the out-patient department of a hospital.

(c) Laboratory Tests and X-rays

Benefits are provided for laboratory tests and x-ray services performed in the out-patient department of a hospital which provides such services and when they have been ordered by a physician for diagnosis or treatment of a definite condition, illness or injury.

(d) Chemotherapy and Radiation Therapy

Benefits are provided for chemotherapy treatments of a malignant disease or radiation treatments performed in the out-patient department of a hospital.

(e) Physiotherapy

Benefits are provided for physiotherapy treatments performed in the out-patient department of a hospital. Such therapy must be prescribed and supervised by a physician.

(f) Renal Dialysis

Benefits are provided for out-patient renal dialysis treatments rendered in accordance with Federal Medicare regulations in force at the time of such treatment.

HEALTH BENEFITS (Continued)

Benefits are payable on a "reasonable and customary" basis for charges incurred for medical services on account of accidental injury, sickness or pregnancy as described in this section of the booklet. After the deductible amount for each service, visit or treatment is satisfied, the Plan will pay up to the charge for the covered service, but not more than the "reasonable and customary" fee for such service.

(3) Physicians' Services and Other Primary Care

(a) Surgical Benefits

Benefits are payable for the physicians' charges (a) for surgical procedures consisting of operative and cutting procedures, treatment of fractures and dislocations, and suturing, which are performed in or out of a hospital by a legally qualified physician on a covered person, as a result of accidental injury or sickness, and (b) for cutting procedures for the treatment of diseases and injuries of the jaw or for the extraction of impacted teeth performed by a Doctor of Dental Surgery on a covered person.

If two or more operative procedures are performed during one operation, the physicians' charges for the major surgical procedure (primary surgery) will be paid in full and the physician's charges for any additional procedure (incidental surgery) will be paid at the rate of 50% of the physician's normal charge for such incidental surgery when it is the only procedure performed.

The deductible amount does not apply to surgical services.

(b) Assistant Surgeons

If the covered person is an in-patient in a hospital, benefits will also be provided for the services of a physician who actively assists the operating physician in the performance of such surgical services (i) when the condition of the patient and type of surgical service require such assistance, and (ii) when the assistant surgeon is not an employee of, nor compensated by, the hospital where the surgical procedure is performed.

The deductible amount does not apply to assistant surgeons' services.

HEALTH BENEFITS (Continued)

(c) Obstetrical Delivery Service

Benefits are payable for the physicians' charges incurred by a covered female for obstetrical delivery services (including prenatal and post-natal care). Such benefits are payable on the same basis as for sickness. In the event of complications of pregnancy involving the mother or the newborn child or both, charges due to complications with respect to the newborn child (even if uninsured) shall be added to those of the mother in determining benefits.

However, benefits are not payable for expenses incurred in connection with an abortion terminating a pregnancy, except where the life of the mother would be endangered if the fetus were carried to term, or except where medical complications have arisen due to an abortion.

(d) Anesthesia Services

Benefits are provided for the administration of anesthetics provided either in or out of the hospital in surgical or obstetrical cases, when administered and billed by a physician, other than the operating surgeon or his assistant, who is not an employee of, nor compensated by, a hospital, laboratory or other institution.

(e) Oral Surgery

Benefits are not provided for dental services. However, benefits are provided for the following limited oral surgical procedures if performed by a dental surgeon or general surgeon:

- Tumors of the jaw (maxilla and mandible)
- Fractures of the jaw, including reduction and wiring
- Fractures of the facial bones
- Frenulectomy when related only to ankyloglossia (tongue tie)

The deductible amount does not apply to anesthesia services.

HEALTH BENEFITS (Continued)

(f) In-Hospital Physicians' Visits

After the deductible amount for each visit is satisfied, benefits are provided for in-hospital visits by the physician in charge of the case. Such benefits will also be provided concurrently with benefits for surgical, obstetrical and radiaticn therapy services when there is a separate and complicated condition, the treatment of which requires skills not possessed by the physician who is rendering the surgical, obstetrical or radiation therapy services.

(g) Home, Clinic, and Office Visits

After the deductible amount for each visit is satisfied benefits are provided for services rendered at home, in a clinic (including the out patient department of a hospital) or in the physician's office for the treatment of illnesses or injuries, if provided by a physician.

(h) Emergency Treatment

After the deductible amount for each service is satisfied, when provided by a physician, benefits are provided for out-patient emergency medical treatment or treatment of an injury as the result of an accident, provided such emergency medical treatment is rendered within 48 hours following the onset of acute medical symptoms or the occurrence of the accident.

(i) Laboratory Tests and X-rays

After the deductible amount for each service is satisfied, benefits will be provided for laboratory tests and x-rays performed in a licensed laboratory when ordered by a physician for diagnosis or treatment of a definite condition, illness or injury.

HEALTH BENEFITS (Continued)

(j) Radiation and Chemotherapy Benefits

After the deductible amount for each treatment is satisfied, benefits are provided for treatment by x-ray, radium external radiation or radioactive isotope (including the cost of materials unless supplied by a hospital), provided in or out of a hospital, when performed and billed by a physician.

When a patient's condition requires radiation therapy services in conjunction with medical, surgical or obstetrical services, after the deductible amount for each treatment is satisfied, benefits will be provided for such radiation therapy in addition to the payment for such other types of covered services if the physician performing the radiation therapy services is not the same physician who performs the medical, surgical or obstetrical services.

Benefits are provided for treatment of malignant diseases by chemotherapy provided in or out of the hospital when prescribed and billed by a physician, after satisfaction of the deductible amount for each treatment.

(k) Medical Consultation

After the deductible amount for each visit is satisfied, physicians' charges are payable for visits to the insured person for consultation due to an accident, bodily injury or sickness, provided that the consulting physician is specifically recommended by the attending physician.

(l) Specialist Care

Benefits will be provided for treatment prescribed or administered by a specialist, after satisfaction of the deductible amount for each service, if the treatment is for illness or injury which falls within the specialist's area of medical competence.

(m) Primary Care – Podiatrists' Services

After the deductible amount for each treatment is satisfied, benefits are provided for minor surgery rendered by a qualified licensed podiatrist.

Covered minor surgery includes surgery for ingrown nails and surgery in connection with the treatment of flat feet, fallen arches, weak feet, chronic foot strain or symptomatic corns/plaques of the feet.

HEALTH BENEFITS (Continued)

(n) Primary Medical Care – Miscellaneous

After satisfaction of the deductible amount for each service:

1. Benefits are provided for care of newborn babies and routine medical care of children prior to attaining age 6.
2. Benefits are provided for immunizations, pap smears, screening for hypertension and diabetes, and examinations for cancer, blindness, deafness, and other screening and diagnostic procedures when medically necessary.
3. Benefits are provided for physical examinations when certified as medically necessary by a physician. Medically necessary will mean that a covered person (i) has an existing medical condition under treatment by a physician, (ii) has attained age 55, (iii) is undergoing an annual or semi-annual routine examination by a gynecologist or (iv) is undergoing a routine examination prescribed by specialist as part of such specialist's care of a medical condition.
4. Benefits are provided for "physician extender" care or medical treatment administered by nurse practitioners, physician's assistants or other trained, certified, and/or licensed health personnel when such service is rendered under the supervision of a physician.
5. Benefits are provided for a nominal fee covering instruction in preparation for natural childbirth, if rendered in a hospital.
6. Benefits are provided for family planning counseling when rendered by a physician or by other appropriately trained and supervised health care professionals.
7. Benefits are provided covering artificial insemination if the service is provided by a licensed gynecologist.
8. Benefits are provided for sterilization procedures if such procedures are performed by a physician.

HEALTH BENEFITS (Continued)

9. Benefits are provided for physician services rendered in connection with the prescription of oral contraceptives, the fitting of a diaphragm or the insertion or removal of an IUD.

(o) Services Not Covered

1. Services rendered for naturopathic services. *(Chiropractic)*
2. Acupuncture therapy.
3. Home obstetrical delivery.
4. Telephone conversations with a physician in lieu of an office visit.
5. Charges for writing a prescription.
6. Medications dispensed from a physician's office.
7. Charges for medical summaries and medical invoice preparations.
8. Services of any practitioner who is not legally licensed to practice medicine, surgery, or counseling except as required by federal or state law.
9. Cosmetic surgery, unless pertaining to surgical scars or to correct results of an accidental injury or birth defects.
10. Physical examinations, except as specifically provided herein.
11. Removal of tonsils or adenoids, unless medically necessary.

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HEALTH BENEFITS (Continued)

If expenses for any of the Covered Charges listed below are incurred benefits are payable for such Covered Charges but not more than the reasonable and customary charge for such expense.

(4) Additional Medical Expense Benefits

(a) Orthopedic and Prosthetic Devices

Benefits are provided for orthopedic and prosthetic devices prescribed by a physician when medically necessary.

The following types of equipment are covered:

1. Prosthetic devices which serve as replacement for internal or external body parts, other than dental. These include artificial eyes, noses, hands (or hooks), feet, arms, legs and ostomy bags and supplies.
2. Prosthesis following breast removal.
3. Leg, arm, back, and neck braces.
4. Trusses.
5. Stump stockings and harnesses when these devices are essential for the effective use of an artificial limb. An examination and recommendations by an orthopedic physician is required.

NOTE: Benefits are provided for repairs and adjustments for braces, trusses, stump stockings and harnesses as well as replacement of any of those devices which have been worn out and can no longer be repaired. Benefits will be provided for replacements for usable appliances and artificial limbs if they are needed because of a change in the patient's condition. Benefits will also be provided to cover repair and adjustment cost for appliances and artificial limbs.

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HEALTH BENEFITS (Continued)

If replacement of a prosthesis is required, the patient should in all cases be reevaluated by an orthopedic physician.

6. Surgical stocking (up to two pairs per prescription with no refills) when prescribed by a physician for surgical or medical conditions. The Plan will not pay for support hose, garter belts, etc.
7. Orthopedic shoes when specifically prescribed by a physician or licensed podiatrist according to orthopedist specifications, including orthopedic shoes attached to a brace that have to be modified to accommodate the brace. Benefits will not be provided for stock orthopedic shoes.
8. Orthopedic corrections added to ordinary shoes by a physician or licensed podiatrist. Benefits are provided for only the correction to the shoe.

(b) Physical Therapy

Benefits are provided for physical therapy in a hospital, skilled nursing facility, treatment center, or in the covered person's home. Such therapy must be prescribed and supervised by a physician and administered by a licensed therapist. The physical therapy treatment must be justified on the basis of diagnosis, medical recommendation and attainment of maximum restoration.

(c) Speech Therapy

Benefits are provided for speech therapy rendered by a qualified licensed speech therapist if the covered person is a stroke patient or has had conditions including ruptured aneurysm, brain tumors or autism and needs special instruction to restore technique of sound and to phonate, and needs direction in letter and word exercises in order to express basic needs. Benefits are also provided for speech therapy for a dependent child with a speech impediment from a qualified speech therapist provided that the child cannot receive speech therapy through the public schools.

HEALTH BENEFITS (Continued)

(d) Hearing Aids

Benefits are provided for hearing aids recommended by a licensed otologist or otolaryngologist and a certified clinical audiologist. Benefits for necessary repairs and maintenance, except the replacement of batteries, will be provided after the expiration of the warranty period. Benefits will be provided for replacement hearing aids only if a new aid is needed because of a change in the covered person's condition, or if the aid no longer functions properly.

(e) Ambulance and Other Transportation

Benefits are provided for ambulance transportation to or from a hospital, clinic, medical center, physician's office, or skilled nursing facility, when considered medically necessary by a physician.

Benefits will also be provided for other transportation subject to the following conditions:

1. If the needed medical care is not available near the covered person's home and the individual must be taken to an out-of-area medical center.
2. If the covered person requires frequent transportation between the person's home and a hospital or clinic for such types of treatment as radiation or physical therapy or other special treatment which would otherwise require hospitalization, benefits will be provided for such transportation only when the person cannot receive the needed care without such transportation.
3. If an escort is required during transportation, benefits may be provided for an escort upon the recommendation of a physician.

HEALTH BENEFITS (Continued)

(f) Out-Patient Mental Health, Alcoholism and Drug Addiction

After the deductible amount for each visit is satisfied, benefits are payable for the fee charged by a physician or a clinical psychologist for treatment of benefits are payable for the fee charged by a physician or a clinical psychologist for treatment for:

Psychotherapy, psychological testing, counseling, group therapy and alcoholism or drug rehabilitative programs where free care sources are not available and when determined to be medically required by a physician or clinical psychologist.

Benefits are not provided for:

1. Encounter and self-improvement group therapy.
2. Custodial care related to mental retardation and other mental deficiencies.
3. School related behavioral problems.
4. Services by private teachers.

The maximum amount payable for all such treatment in any calendar year is \$1,000.

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HEALTH BENEFITS (Continued)

(5) Skilled Nursing Care and Extended Care Units

(a) Skilled Nursing Care Facility

Upon determination by the attending physician that confinement in a licensed skilled nursing care facility* is medically necessary, to the extent that benefits are not available from Medicare or other State or Federal programs, benefits will be provided for:

1. skilled nursing care provided by or under the supervision of a registered nurse;
2. room and board;
3. physical, occupational, inhalation and speech therapy, either provided or arranged for by the facility;
4. medical social services;
5. drugs, immunizations, supplies, appliances, and equipment ordinarily furnished by the facility for the care and treatment of in-patients;
6. medical services, including services provided by interns or residents in an approved, hospital-run training program, as well as other diagnostic and therapeutic services provided by the hospital; and
7. other health services usually provided by skilled nursing care facilities.

The Plan will not pay for services in a nursing care facility:

1. that is not licensed or approved in accordance with state laws or regulations;

*Skilled nursing care facility is limited to a skilled nursing care facility which is licensed and approved by Federal Medicare.

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HEALTH BENEFITS (Continued)

2. unless the service is provided by or under the direct supervision of licensed nursing personnel and under the general direction of a physician in order to achieve the medically desired results.

Exclusions:

Telephone, T.V., radio, visitor's meals, private room or private nursing (unless necessary to preserve life), custodial care, services not usually provided in a skilled nursing facility.

(b) Extended Care Units

Benefits are provided for up to two weeks of specialized medical services and daily treatments by licensed personnel in extended care units. When medically necessary, benefits may be provided for a longer period of time.

The Plan will not pay for services in an extended care unit unless, in the case of a Medicare patient, such extended care has prior approval of Medicare.

Exclusions:

1. Services, drugs or other items which are not covered for hospital in-patients.
2. Custodial care.

(6) Home Health Services & Equipment

(a) General Provisions

Benefits are provided for home health services, including nursing visits by registered nurses and home health aides, and other various kinds of rehabilitation therapy, subject to the following conditions:

1. The covered person must be under the care of a physician.
2. The covered person's medical condition must require skilled nursing care, physical therapy, or speech therapy at least once in a 60-day period.

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HEALTH BENEFITS (Continued)

3. The physician must initiate a treatment plan and specify a diagnosis, the covered person's functional limitations and the type and frequency of skilled services to be rendered.
4. The covered person must be confined in his home. The services must be provided by a certified home health agency.

(b) Physical and Speech Therapy

Benefits are provided for physical and speech therapy services at home when prescribed by a physician to restore functions lost or reduced by illness or injury. Such services must be performed by qualified personnel. When the covered person has reached his or her restoration potential, the services required to maintain this level do not constitute covered care.

(c) Skilled Nursing

Benefits are provided for skilled nursing care rendered by a registered nurse as a home health service when a covered person's condition has not stabilized and a physician concludes that the person must be carefully evaluated and observed by a registered nurse.

(d) Medical Equipment

Benefits are provided for rental or, where appropriate, purchase of medical equipment suitable for home use when determined to be medically necessary by a physician.

(e) Oxygen

Benefits are provided for oxygen supplied to a covered person when ordered by the attending physician.

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HEALTH BENEFITS (Continued)

Benefits are also provided for services of inhalation therapists in the home with the attending physician's order.

(f) Coal Miners Respiratory Disease Program

Benefits are provided for services or treatments administered by personnel employed by the Coal Miners Respiratory Disease Program to a covered person in such individual's home when ordered or requested by a physician, except where such benefits are available under a governmental program and such person is eligible, or upon application would be eligible, under such programs.

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HEALTH BENEFITS (Continued)

(9) Vision Care Benefits

(a) Benefits	Actual Charge Up to Maximum Amount	Frequency Limits
Vision Examinations	\$20	Once every 24 months
Per Lens (Maximum = 2)		Once every 24 months
- Single Vision	10	
- Bifocal	15	
- Trifocal	20	
- Lenticular	25	
- Contact Frames	15	
	14	Once every 24 months

Note: The 24-month period shall be measured from the date the examination is performed or from the date the lenses or frames are ordered, respectively.

(b) Lenses will not be covered unless the new prescription differs from the most recent one by an axis change of 20 degrees or .50 diopter sphere or cylinder change and the lenses must improve visual acuity by at least one line on the standard chart.

(c) Exclusions include:

1. sunglasses (other than Tints No. 1 or No. 2);
2. extra charges for photosensitive or anti-reflective lenses;
3. drugs or medication (other than for vision examination), medical or surgical treatment of eyes;
4. special procedures, such as orthoptics, vision training, subnormal vision aids, aniseikonic lenses and tonography;
5. experimental services or supplies;
6. replacement of lost or broken lenses and/or frames unless replacement is eligible under the frequency and prescription limitations;

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HEALTH BENEFITS (Continued)

- 7. services or supplies not prescribed as necessary by a licensed physician, ophthalmologist, optometrist or optician;
- 8. services or supplies for which the covered person is entitled to benefits under any other provision of the Plan or as provided under a mine safety glass program.

(10) General Provisions

(a) HMO Election

Any covered person as described on Pages (5) and (6) may elect coverage by a certified health maintenance organization (HMO) in lieu of the health benefits provided under this Plan, in accordance with Federal or State laws governing HMO's; provided, however, that all covered persons in a family shall be governed by an HMO election.

If the monthly charge made by the HMO exceeds the monthly cost of this Plan to the Employer, the excess charge shall be paid by the covered person.

HEALTH BENEFITS (Continued)

(4) Prescription Drugs

The Deductible Amount for Prescription Drug Expense Benefits is shown in the Schedule of Benefits. After such Deductible Amount for each prescription order or refill order is satisfied, benefits for the remaining expenses are paid in full.

(a) Benefits Provided

Benefits are provided for insulin and prescription drugs (only those drugs which by Federal or State law require a prescription) dispensed by a licensed pharmacist and prescribed by a (i) physician for treatment or control of an illness or a nonoccupational accident or a (ii) licensed dentist, for a compound medication of which at least one ingredient is a prescription drug. The initial amount dispensed shall not exceed a 30 day supply. Any original prescription may be refilled for up to six months as directed by the attending physician. The first such refill may be for an amount up to, but not more than, a 60 day supply. The second such refill may be for an amount up to, but no more than, a 90 day supply. Benefits for refills beyond the initial six months require a new prescription by the attending physician.

(b) Benefits Excluded

Benefits shall not be provided under paragraph (4) (a) for the following:

- 1. medications dispensed in a hospital (including take-home drugs), skilled nursing facility or any similar institution or physician's office;
- 2. contraceptives, oral or other, whether medication or device, regardless of the purposes for which prescribed;
- 3. prescriptions dispensed by other than a licensed pharmacist; or
- 4. therapeutic devices or appliances, including hypodermic needles, syringes, support garments and other non-medicinal substances, regardless of their intended use.

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EXTENDED BENEFITS

HEALTH CARE BENEFITS

If at the time a person's Health Care Benefits terminate (for any reason except payment of the plan's maximum), such person is totally disabled by sickness, pregnancy or injury, benefits will be payable as if such person's coverage had not terminated for covered charges incurred while still so disabled on account of such disability and within a period ending on the December 31 of the year following the year in which benefits terminated.

In no event will benefits be payable for covered charges incurred on or after the date such person becomes covered for similar benefits under any other arrangement for individuals in a group, whether insured or self-insured.

TERMINATION OF COVERAGE

Your coverage will terminate on the earliest of the following dates:

- (a) the date the plan is terminated;
- (b) the date on which you cease to be eligible for such coverage; or
- (c) the date your active employment with the Employer is terminated.

Your coverage with respect to Dependents will terminate on the earliest of the following dates:

- (a) the date your coverage is terminated; or
- (b) the date a Dependent ceases to be eligible as a Dependent, except as provided below.

Note: If you cease active work, inquire as to what arrangements, if any, may be made to continue coverage.

DENTAL EXPENSE BENEFITS

A. Payment of Benefits

After application of a Benefit Year (October 1st – September 30th) deductible amount of \$50 for you and \$50 for each of your Dependents for other than preventive services (those procedures prefaced by an asterisk in the Schedule of Benefits), and subject to the maximum specified in this Plan, benefits are payable in accordance with the Schedule of Benefits set out in Section V, but in no event will the benefit for a specific dental service be greater than the dentist's charge for the specific dental procedure.

B. Maximum Benefits

After application of the Benefit Year deductible(s) referred to in paragraph A above:

- (1) The maximum benefit payable for all Covered Dental Expenses incurred during any Benefit Year shall be \$750 for you and \$750 for each of your Dependents.
- (2) In applying the maximums referred to in (1) above, benefits for Covered Dental Expenses paid under any other group dental plan or program toward the cost of which the Employer contributes shall be considered to have been paid under this Plan.

C. Claims Not Requiring Predetermination of Benefits

When Covered Dental Expenses are incurred by you or one of your Dependents for emergency treatment, routine oral examinations, X-rays, prophylaxis, fluoride treatments or a course of treatment, the charge for which is not expected to exceed \$150, predetermination of benefits is not required. The claims administrator will make the applicable benefit payment; however, any of the dentist's charges not payable under the provisions of the Dental Benefits coverage will be your responsibility.

D. Claims Requiring Predetermination of Benefits

If a course of treatment for you or one of your Dependents can reasonably be expected to involve dentist's charges of \$150 or more, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the claims administrator prior to the commencement of the course of treatment.

PART II

DENTAL BENEFITS

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DENTAL EXPENSE BENEFITS (Continued)

As used herein "course of treatment" means a planned program of one or more services or supplies, whether rendered by one or more dentists for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The claims administrator will notify you and your dentist of the benefits certified as payable based upon such course of treatment within 30 days of receipt of the request for predetermination, or, if such certification cannot be made within 30 days, the claims administrator will notify you why a certification has been delayed. In determining the amount of benefits payable, consideration will be given to alternate procedures, services or courses of treatment that may be performed for such dental condition in order to accomplish the desired result. The amount included as certified dental expenses will be the appropriate amount determined in accordance with the provisions of paragraph E below, subject to the maximums set forth in paragraph B on the preceding page and the limitations set forth in paragraph F on the following page. If you and your dentist agree to a charge higher than the amount predetermined by the claims administrator, such excess will not be paid by the Plan and will be your responsibility.

If description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the claims administrator reserves the right to make a determination of benefits payable taking into account alternate procedures, services or courses of treatment based on accepted standards of dental practice.

E. Covered Dental Expenses

Covered Dental Expenses are those procedures specified in the Schedule of Benefits Incurred in connection with dental services which are performed by

- (1) a licensed dentist practicing within the scope of his license, or
- (2) a licensed physician authorized by his license to perform the particular dental services rendered

but only to the extent such charges are for services and supplies customarily employed for treatment of that dental condition and only if rendered in accordance with accepted standards of dental practice.

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DENTAL EXPENSE BENEFITS (Continued)

(F) Limitations

The following limitations* apply:

- (1) Routine oral examinations and prophylaxis (scaling and cleaning of the teeth) are limited to not more than two in any period of 12 consecutive months.
- (2) Space maintainer (a fixed or removable appliance designed to prevent adjacent and opposing teeth from moving) that replaces prematurely lost teeth are provided only for Dependent children.
- (3) Full mouth X-rays are limited to once in any period of 36 consecutive months and supplementary bitewing X-rays are limited to not more than two in any 12 consecutive months.
- (4) Refining or rebasing of dentures are limited to once in any period of 36 consecutive months, provided such refining or rebasing occurs more than six months after the initial installation or replacement.
- (5) Adjustments to partial or full removable dentures are limited to the first six months following the date of installation.
- (6) The addition of teeth to an existing partial removable denture or to bridgework is provided only if satisfactory evidence is presented that:
 - (i) the replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or
 - (ii) the existing denture or bridgework cannot be made serviceable and it was installed at least five years prior to the date of its replacement; or

*In respect of those services and/or supplies subject to a time period limitation, such period will be determined on a date-to-date basis measured from the date of service.

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DENTAL EXPENSE BENEFITS (Continued)

- (iii) the existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within 12 months from the date of initial installation of the immediate temporary denture.

Normally, dentures will be replaced by dentures but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental Expense.

- (7) Gold, baked porcelain restorations, crowns and jackets – If a tooth can be restored with a material such as amalgam, payment of the benefit, as contained in Section V, for that procedure will be made toward the charge for another type of restoration which you and your dentist may select. In such case, you are responsible for the balance of the treatment charge.
- (8) Reconstruction – Payment of the benefit, as contained in Section V, will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to alter vertical dimension in restoring occlusion are considered optional and their cost remains your responsibility.
- (9) Partial Dentures – If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the benefit, as contained in Section V, for such procedure will be made toward a more elaborate or precision appliance that you and your dentist may choose to use; the balance of the cost remains your responsibility.
- (10) Precision Attachments – Benefits will not be provided for precision attachments when used for cosmetic purposes.
- (11) Dentures – If, in the provision of denture services, you and your dentist decide on personalized or specialized techniques as opposed to standard procedures, payment of the benefit, as contained in Section V, for the standard denture services will be made toward such treatment and the balance of the cost remains your responsibility.

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DENTAL EXPENSE BENEFITS (Continued)

- (12) Replacement of Existing Dentures or Fixed Bridgework – Replacement of an existing denture or fixed bridgework will be a Covered Dental Expense only if the existing denture or fixed bridgework is unserviceable and cannot be made serviceable. Payment of the benefit, as contained in Section V, for such service will be made toward the cost of services which are necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Expense only if at least five years have elapsed since the date of the initial installation of that appliance.

- (13) Courses of Treatment in Progress on Effective Date of Dental Benefits:

Benefits are not provided for treatment received prior to commencement of coverage. Claims for a course of treatment which was started prior to commencement of coverage but completed while coverage is in force will be investigated to determine the amount of the entire fee which should be allocated to the treatment which was actually received while covered. Only that portion of the total fee which can be allocated to treatment received while covered will be included as a Covered Dental Expense.

G. Exclusions

Charges for the following are not Covered Dental Expenses:

- (1) Services other than those specifically listed in the Schedule of Benefits;
- (2) Treatment by other than a licensed dentist or licensed physician, except (a) charges for scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of and billed for by the dentist; and (b) charges by a dental school if
 - (i) the services are not experimental,
 - (ii) the dental school customarily charges for services, and
 - (iii) the services are performed under the supervision of a licensed dentist;
- (3) Local infiltration anesthetic;

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DENTAL EXPENSE BENEFITS (Continued)

- (4) Substances or agents which are administered to minimize fear or charges for analgesia, unless the patient is handicapped by cerebral palsy, mental retardation or spastic disorder;
- (5) Veneers (the coating or covering of plastic or porcelain on the outside of and bonded to a crown or false tooth to cause it to blend with the color of surrounding teeth) or similar properties of crowns and pontics placed on or replacing teeth, other than the 10 upper and lower anterior teeth;
- (6) Services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures;
- (7) Prosthetic devices (including bridges), crowns, inlays and onlays, and the fitting thereof which were ordered while the individual was not covered for Dental Benefits, or which were ordered while the individual was covered for Dental Benefits but are finally installed or delivered to such individual more than 60 calendar days after the date of termination of coverage;

As used herein "ordered" means, in the case of dentures, that impressions have been taken from which the denture will be prepared; and, in the case of fixed bridgework, restorative crowns, inlays and onlays, that the teeth which will serve as abutments or support or which are being restored have been fully prepared to receive, and impressions have been taken from which will be prepared the bridgework, crowns, inlays or onlays.

- (8) Replacement of a lost, missing or stolen prosthetic device;
- (9) Orthodontic procedures and/or treatment;
- (10) Any services which are covered by any workers' compensation laws or employer's liability laws, or services which an employer is required by law to furnish in whole or in part;
- (11) Services rendered through a medical department, clinic or similar facility provided or maintained by the patient's employer;

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DENTAL EXPENSE BENEFITS (Continued)

- (12) Services or supplies for which no charge is made that you are legally obligated to pay or for which no charge would be made in the absence of dental expense coverage;
- (13) Services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist;
- (14) Services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature;
- (15) Services or supplies received as a result of dental disease, defect or injury resulting from the commission of a felony or due to an act of war, declared or undeclared;
- (16) Services or supplies which are obtained by you or your Dependent from any governmental agency without cost by compliance with laws or regulations enacted by any governmental body;
- (17) Any duplicate prosthetic device or any other duplicate appliance;
- (18) Charges for any services to the extent for which benefits are payable under any health insurance program supported in whole or in part by funds of the federal government or any state or political subdivision thereof;
- (19) Sealants (materials, other than fluorides, painted on the grooves of the teeth in an attempt to prevent future decay) and for oral hygiene and dietary instruction;
- (20) A plaque control program (a series of instructions on the care of the teeth);
- (21) Implantology (an insert set firmly or deeply into or onto the part of the bone that surrounds and supports the teeth); and
- (22) Periocontal splinting.

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DENTAL EXPENSE BENEFITS (Continued)

H. Date Expenses are Incurred

Benefits are provided only for Covered Dental Expenses incurred on a date when coverage by the Dental Benefits provisions in this Plan is in effect for you or your Dependent who incurs such expenses. Covered Dental Expenses are considered to have been incurred on the date when the applicable dental services, supplies or treatment are received, except as otherwise provided in paragraph G(7), Exclusions.

I. Subrogation

The Plan does not assume primary responsibility for Covered Dental Expenses which another party is obligated to pay or which another insurance policy or other dental plan covers. Where there is a dispute between the carriers, the Plan shall, subject to provisions (1) and (2) immediately below, pay for such Covered Dental Expenses but only as a convenience to you or your Dependent and only upon receipt of an appropriate indemnification or subrogation agreement; but the primary and ultimate responsibility for payment shall remain with the other party or carrier.

Obligations to pay benefits on behalf of you or your Dependent shall be conditioned upon you or your Dependent:

- (1) taking all steps necessary or desirable to recover the costs thereof from any third party who may be obligated therefor, and
- (2) upon you or your Dependent executing such documents as are reasonably required by the Plan Administrator, including, but not limited to, an assignment of rights to receive such third party payments, in order to protect and perfect the Plan's right to reimbursement from any such third party.

J. Non-Duplication

The Dental Benefits provided under this Plan are subject to a non-duplication provision as follows:

- (1) Benefits will be reduced by benefits provided under any other group plan, if the other plan:

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DENTAL EXPENSE BENEFITS (Continued)

- (i) does not include a coordination of benefits or non-duplication provision, or
 - (ii) includes a coordination of benefits or non-duplication provision and is the primary plan as compared to this Plan.
- (2) In determining whether this Plan or another group plan is primary, the following criteria will be applied:
- (i) The Plan covering the patient other than as a Dependent will be the primary plan.
 - (ii) Where both plans cover the patient as a dependent child, the plan covering the patient as a dependent child of a male will be the primary plan.
 - (iii) Where the determination cannot be made in accordance with (i) and (ii) above, the plan which has covered the patient the longer period of time will be the primary plan.
- (3) As used herein, "group plan" means
- (i) any plan covering the individuals as members of a group and providing dental benefits or services through group insurance or a group prepayment arrangement, or
 - (ii) any plan covering individuals as employees of an employer and providing such benefits or services, whether on an insured, prepayment or uninsured basis.

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DENTAL EXPENSE BENEFITS (Continued)
SCHEDULE OF BENEFITS

Procedures prefaced by an asterisk (*) are not subject to the Benefit Year deductible; all other procedures are subject to the Benefit Year deductible.

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Clinical Oral Examination		
0110	*Initial Oral Examination	\$ 10.00
0120	*Periodic Oral Examination	10.00
0130	*Emergency Oral Examination	14.00
X-Rays		
0210	Intra-Oral Complete X-Rays	23.20
0220	Intra-Oral-Single X-Ray	4.80
0230	Intra-Oral X-Ray-Additional80
0240	Intra-Oral-Occlusal Single X-Ray	5.60
0250	Extra-Oral Single X-Ray	12.00
0260	Extra-Oral X-Ray-Additional	4.80
0270	Bitewing Single X-Ray	4.80
0272	Bitewings-2 films	6.40
0273	Bitewings-3 films	8.00
0274	Bitewings-4 films	9.60
0280	Bitewing X-Ray-Additional	1.60
0290	Posteroanterior & Lateral Skull X-Ray	18.40
0321	Temporo-Mandibular Joint X-Ray	20.00
0330	Panoramic-Maxillary and Mandibular X-Ray	22.40
0390	X-Rays-Misc.	15.20
Tests and Laboratory Examination		
0410	*Bacteriologic Cultures (Pathologic Agent)	11.20
0420	*Caries Susceptibility Tests	5.40
0460	*Pulp Vitality Tests	4.80
0470	Diagnostic Models, in Connection with Endodontic or Periodontic Treatment	17.60
0470	Diagnostic Models, in Connection with Prosthodontic Treatment	11.00
0471	Diagnostic Photographs, in Connection with Endodontic or Periodontic Treatment	11.20
0471	Diagnostic Photographs, in Connection with Prosthodontic Treatment	7.00
Dental Prophylaxis		
1110	*Dental Prophylaxis-Adults	17.00
1120	*Dental Prophylaxis-Children	12.00

DENTAL EXPENSE BENEFITS (Continued)

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Fluoride Treatments		
1210	*Top Appl Sodium Fluo EX Pro	\$ 17.00
1211	*Top Appl Sodium Fluo INC Pro	20.00
1220	*Top Appl Stannous Fluo EX Pro	12.00
1221	*Top Appl Stannous Fluo INC Pro	15.00
1230	*Top Appl Acid Fluo Phos EX Pro	12.00
1231	*Top Appl Acid Fluo Phos INC Pro	15.00
Space Maintainers		
1510	*Fixed Unilateral Type	75.00
1512	*Fixed Distal Shoe-Type	100.00
1515	*Fixed-Bilateral Type	90.00
1520	*Removable Unilateral Type	100.00
1525	*Removable Bilateral Type	100.00
1540	*Additional Clasps/Activating Wires	8.00
1550	Recement of Space Maintainer	15.20
Amalgam Restoration		
2110	Amalgam One Surface-Primary	11.20
2120	Amalgam Two Surfaces-Primary	17.60
2130	Amalgam Three Surfaces-Primary	24.00
2131	Amalgam Four or More Surfaces-Primary	30.40
2140	Amalgam One Surface-Permanent	11.20
2150	Amalgam Two Surfaces-Permanent	19.20
2160	Amalgam Three Surfaces-Permanent	28.00
2161	Amalgam Four or More Surfaces-Permanent	32.00
2190	Reinforcing Pin	9.60
Silicate Restoration		
2210	Silicate-Per Restoration	16.00
Acrylic or Plastic Restoration		
2310	Acrylic or Plastic-Per Restoration	22.40
2320	Acrylic or Plastic/Incisal Angle	28.00
2330	Composite Resin 1 Surface	17.60
2331	Composite Resin 2 Surfaces	31.20
2332	Composite Resin 3 Surfaces	44.80
2334	Pin Retention Ex Composite	9.60
2335	Composite Resin Incisal Angle	40.00
2340	Acid Etch For Restorations	9.60

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DENTAL EXPENSE BENEFITS (Continued)

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Gold Foil Restoration		
2410	Gold Foil Restoration—One Surface	\$ 64.00
2420	Gold Foil Restoration—Two Surfaces	112.00
2430	Gold Foil Restoration—Three Surfaces	128.00
Gold Inlay Restoration		
2510	Gold Inlay—One Surface	104.00
2520	Gold Inlay—Two Surfaces	128.00
2530	Gold Inlay—Three Surfaces	144.00
2540	Gold Onlay	23.20
Porcelain Restorations		
2610	Porcelain Inlay	100.00
Crown—Single Restorations		
2710	Crown—Plastic/Acrylic	128.00
2711	Plastic—Prefabricated Crown	40.00
2720	Crown—Plastic with Gold	164.00
2721	Crown—Plastic/Nonprecious	164.00
2722	Crown—Plastic/Semiprecious	164.00
2740	Crown—Porcelain	176.00
2750	Crown—Porcelain with Gold	220.00
2751	Crown—Porcelain/Nonprecious	192.00
2752	Crown—Porcelain/Semiprecious	195.20
2790	Crown—Gold Full Cast	192.00
2791	Crown—Nonprecious—Full Cast	171.20
2792	Crown—Semiprecious—Full Cast	185.60
2810	Crown—Gold ¾ Cast	160.00
2820	Crown—Gold Thimble	96.00
2830	Crown—Stainless Steel	40.00
2840	Crown—Temporary	30.40
2891	Crown Post and Care	48.00
2892	Crown—Amalgam/Composite Build Up—W.P.	55.20
Other		
2910	Recement Inlay	13.60
2920	Recement Crown	3.60
2940	Fillings—Sedative	11.20
2950	Crown Buildup—Pin Retained	51.20

DENTAL EXPENSE BENEFITS (Continued)

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Pulp Capping		
3110	Pulp Cap—Direct	\$ 9.60
3120	Pulp Cap—Indirect	8.00
Pulpotomy		
3210	Therapeutic Apical Closure	15.20
3220	Vital Pulpotomy	20.00
Root Canal Therapy		
3310	Root Canal Therapy—One Canal	116.00
3311	Root Canal—Sargenti Method—One	92.80
3320	Root Canal Therapy—Two Canals	144.00
3321	Root Canal—Sargenti Method—Two	121.60
3330	Root Canal Therapy—Three Canals	216.00
3331	Root Canal—Sargenti Method—Three	176.00
3340	Root Canal Therapy—Four Canals	240.00
3350	Apexification	30.40
Periapical Services		
3410	Apicoectomy	80.00
3420	Apicoectomy with Endodontic Manipulation	144.00
3430	Retrofilling	60.00
3440	Apical Curettage	60.00
3540	Root Amputation	60.00
Other Endodontic Procedures		
3910	Surgical Procedure—Rubber Dam	15.20
3920	Hemisection	49.60
3930	Canal and/or Pulp Chamber Enlargement	5.60
3940	Recalcification	16.00
3950	Canal Prep Fitting Dowel Post	24.80
3990	Emergency Procedure	15.20

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DENTAL EXPENSE BENEFITS (Continued)

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Surgical Services		
4210	Gingivectomy or Gingivoplasty	\$ 80.00
4220	Gingival Curettage	24.80
4240	Gingival Flap Procedure	104.00
4250	Mucogingival Surgery Per Quad	104.00
4260	Osseous Surgery Quadrant	200.00
4261	Osseous Graft Single Site	64.80
4262	Osseous Graft Multiple Site	89.60
4270	Pedicle Soft Tissue Graft	60.00
4271	Free Soft Tissue Graft	60.00
4272	Vestibuloplasty	124.00
4280	Periodontal Pulpal Procedures	40.00
Adjunctive Services		
4320	Provisional Splinting Intra-Coronal	48.80
4321	Provisional Splinting Extra-Coronal	48.80
4330	Limited Occlusal Adjustment	20.80
4331	Complete Occlusal Adjustment	72.00
4340	Scaling & Root Planing Entire Mouth	48.00
4341	Scaling & Root Planing-Per Quadrant	12.00
4350	Tooth Movement for Periodontal Purposes	49.60
4360	Special Periodontal Appliances (B/A)	108.80
Miscellaneous Services		
4910	Preventive Periodontal Procedures	24.00
4920	Unscheduled Dressing Change	8.80
Complete Dentures		
5110	Complete Upper Denture	187.50
5120	Complete Lower Denture	187.50
5130	Immediate Upper Denture	200.00
5140	Immediate Lower Denture	187.50

DENTAL EXPENSE BENEFITS (Continued)

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Partial Dentures		
5211	Upper Partial Denture W/O Clasps	\$169.00
5212	Lower Partial Denture W/O Clasps	169.00
5215	PUD 2 Gold Clasp Acrylic Base	200.00
5216	PUD 2 Chrome Clasp Acrylic Base	200.00
5217	PLD 2 Gold Clasp Acrylic Base	200.00
5218	PLD 2 Chrome Clasp Acrylic Base	200.00
5230	PLD Gold L/Bar 2/C Acrylic Base	200.00
5231	PLD Chrome L/Bar 2/C Acrylic Base	200.00
5240	PLD Gold L/Bar 2/C Cast Base	200.00
5241	PLD Chrome L/Bar 2/C Cast Base	200.00
5250	PUD Gold P/Bar 2/C Acrylic Base	200.00
5251	PUD Chrome P/Bar 2/C Acrylic Base	200.00
5260	PUD Gold P/Bar 2/C Cast Base	230.00
5261	PUD Chrome P/Bar 2/C Cast Base	230.00
5280	Unilateral Partial Denture-Gold	37.50
5281	Unilateral Partial Denture-Chrome	37.50
5291	PUD Full Cast 2 Gold Clasps	237.50
5292	PUD Full Cast 2 Chrome Clasps	237.50
5293	PLD Full Cast 2 Gold Clasps	237.50
5294	PLD Full Cast 2 Chrome Clasps	237.50
Additional Units For Partial Dentures		
5310	Each Additional Clasp/Rest	22.50
5320	Each Tooth (Applies to 5291-5294 Only)	11.00
Adjustments to Dentures		
5410	Complete Denture Adjustment	11.00
5421	Partial Denture Adjust (Upper)	11.00
5422	Partial Denture Adjust (Lower)	11.00
Repairs to Dentures		
5610	Repair Broken Denture-No Tooth Damage	32.00
5620	Repair Broken Denture-Replace One Tooth	36.00
5630	Repair Denture/Replace Additional Tooth	17.60
5640	Replace Broken Tooth on Denture	20.00
5650	Add Tooth to Partial Denture-No Clasp	44.00
5660	Add Tooth to Partial Denture-W/Clasp	60.00
5670	Reattaching Damage Clasp on Denture	30.40
5680	Replace Clasp on Denture	48.00
5690	Replace Additional Clasp on Denture	40.00

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DENTAL EXPENSE BENEFITS (Continued)

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Denture Relining		
5710	Dupl U or L Complete Denture-Jump Case	\$ 96.00
5720	Dupl U or L Partial Denture-Jump Case	96.00
5730	Reline U or L Complete Denture-Off/Rel	69.60
5740	Reline U or L Partial Denture-Off/Rel	69.60
5750	Reline Complete Denture-Laboratory	88.00
5760	Reline Partial Denture-Laboratory	88.00
Prosthetic Services		
5820	Temporary PUD (Stayplate)	75.00
5821	Temporary PLD (Stayplate)	75.00
5830	Obturator Excised Palatal Tissue	212.50
5840	Obturator/Cleft Palate	212.50
5850	Tissue Conditioning	17.50
Bridge Pontics		
6210	Bridge Pontics-Cast Gold	90.00
6211	Bridge Pontics-Nonprecious	75.00
6212	Bridge Pontics-Semi-Precious	84.00
6220	Bridge Pontics-Steeles Facing	87.00
6230	Bridge Pontics-Tru Pontic	87.00
6235	Bridge Pontic-Pin Facing	87.00
6240	Bridge Pontics-Porcelain Fused to Gold	117.50
6241	BDG Pontic-Forc/Nonprecious	92.50
6242	BDG Pontic-Forc/Semi-Precious	92.50
6250	Bridge Pontics-Plastic Processed to Gold	10.00
6251	BDG Pontic-Plastic/Nonprecious	98.00
6252	BDG Pontic-Plastic/Semi-Precious	104.00
Abutments		
6520	Two Surface Gold Inlay	80.00
6530	Three or More Surface Gold Inlay	90.00
6540	Gold Inlay (Onlaying Cusps)	15.00
Bridge Repair		
6610	Replace Broken Pin Facing with Steeles	32.00
6620	Replace Broken Facing-Post Intact	30.40
6630	Replace Broken Facing-Post Broken	40.00
6640	Replace Broken Facing with Acrylic	30.00
6650	Replace Broken Tru Pontic	41.00

DENTAL EXPENSE BENEFITS (Continued)

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Bridge Crowns		
6710	Bridge Crown-Plastic Acrylic	\$ 72.50
6720	Bridge Crown-Plastic Processed to Gold	120.00
6721	BDG-Crown-Plastic/Nonprecious	100.00
6722	BDG-Crown-Plastic/Semi-Precious	105.00
6740	Bridge Crown-Porcelain	110.00
6750	Bridge Crown-Porcelain Fused to Gold	137.50
6751	BDG-Crown Porcelain/Nonprecious	120.00
6752	BDG-Crown Porcelain/Semi-Precious	120.00
6760	Reverse Pin Facing and Metal	120.00
6780	Bridge Crown-Gold/Three-Fourths Cast	90.00
6790	Bridge Crown-Gold/Full Cast	100.00
6791	Bridge Crown-Nonprecious/Full Cast	87.50
6792	Bridge Crown-Semi-Precious/Full Cast	95.00
Bridge Services		
6930	Bridge-Recement	23.20
6940	Bridge-Stress Breaker	30.00
6960	Bridge Dowel Pin. Metal	37.50
Oral Surgery		
Uncomplicated Extractions		
7110	Uncomplicated Extraction-Single Tooth	15.20
7120	Uncomplicated Extraction-Additional	11.20
Surgical Extractions		
7210	Surgical Extraction-Tooth, Erupted	24.80
7220	Surgical Extraction-Tooth, Tissue Impact	35.20
7230	Extract Tooth-Partially Bony Impaction	49.60
7240	Extract Tooth-Completely Bony Impaction	75.20
7250	Surgical Extraction-Root Recovery	35.20
7260	Extraction-Oral Antral Fistula Closure	110.40
7270	Surgical-Tooth Replantation	55.20
7281	Surgical Exposure and Erupt	35.20
7290	Surgical-Repositioning of Teeth	49.60

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DENTAL EXPENSE BENEFITS (Continued)

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Alveoplasty		
7310	Alveoplasty-Per Quadrant W/Extraction	\$ 30.40
7320	Alveoplasty-Per Quadrant W/O Extraction	36.80
7330	Alveoplasty-Cuspid to Cuspid	30.40
7340	Stomatoplasty, Per Arch. Uncomplicated	49.60
7350	Stomatoplasty, Per Arch. Complicated	169.60
Surgical Excision		
7410	Radical Excision, Up to 1/2 Inch	49.60
7420	Radical Excision, Over 1/2 Inch	129.60
7425	Excision Pericoronal Gingiva	129.60
7450	Removal Odontogenic Cyst to 1/2 Inch	49.60
7451	Removal Odontogenic Cyst Over 1/2 Inch	129.60
7470	Removal of Exostoses	75.20
7480	Partial Osteotomy	100.00
7490	Radical Resection of Mandible	496.00
Surgical Incision		
7510	Incision/Drainage of Abscess, Intra-Oral	20.00
7520	Incision/Drainage of Abscess, Extra-Oral	40.00
7530	Removal of Foreign Body	20.00
7540	Removal of Reaction Producing Brackets	40.00
7550	Sequestrectomy for Osteomyelitis	100.00
7560	Max Sinusotomy-Foreign Body	115.20

DENTAL EXPENSE BENEFITS (Continued)

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Reduction of Dislocation		
7810	Open Reduction of Dislocation	\$375.20
7820	Closed Reduction of Dislocation	49.60
7830	Manipulation Under Anesthesia	49.60
7840	Condylectomy	350.40
7850	Meniscectomy	350.40
7860	Arthrotomy	235.20
7870	Arthrocentesis	40.00
Other Oral Surgery		
7910	Simple Suturing	30.40
7911	Complicated Suturing-Up to 2 Inches	110.40
7912	Complicated Suturing-Over 2 Inches	124.80
7920	Skin Grafts	80.00
7930	Injection of Trigeminal Nerve	60.00
7931	Avulsion of Trigeminal Nerve	89.60
7940	Osteoplasty	500.00
7950	Osteoperiosteal	400.00
7955	Repair Maxillo Facial Tissue	44.80
7960	Frenulectomy	40.00
7970	Excision of Hyperplastic Tissue	60.00
7980	Sialolithotomy Extra-Oral	200.00
7981	Excision of Salivary Gland	175.20
7982	Sialodochoplasty	275.20
7983	Closure of Salivary Fistula	300.00

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DENTAL EXPENSE BENEFITS (Continued)

ADA Procedure Code	Dental Procedure Description	Maximum Benefit Payable Under The Plan
Adjunctive General Services		
Unclassified Treatment		
9110	*Palliative Emergency Treatment	\$ 14.00
Anesthesia		
9210	Local Anesthesia-Non Operative	12.00
9211	Regional Block Anesthesia	7.00
9212	Trigeminal Division Block Anesthesia	12.00
9220	General Anesthesia	38.00
Professional Consultation		
9310	Consultation, Per Session	15.20
Professional Visits		
9410	House Call	15.20
9420	Hospital Call	15.20
9430	Office Visit During Office Hours	15.20
9440	Office Visit After Office Hours	15.20
Drugs		
9610	Therapeutic Drug Injection	8.00
9630	Other Medicaments	8.00
Miscellaneous Services		
9910	Application of Desensitizing Medicament	9.60
9930	Unusual Complication	11.20
9940	Occlusal Adjustment, Minor	17.60
9950	Occlusion Analysis	60.00

PART III

GENERAL INFORMATION

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GENERAL INFORMATION

Medicare

The benefits provided under the Plan will not be paid to any covered person otherwise eligible if such person is eligible for Hospital Insurance coverage (Part A) of Medicare where a premium is not required and/or Medical Insurance coverage (Part B) of Medicare unless such person is enrolled for each part of Medicare for which such person is eligible. Any such person who is enrolled in Medicare program shall receive the benefits provided under the Plan only to the extent such benefits are not provided for under Medicare.

Subrogation

The Plan does not assume primary responsibility for covered medical expenses which another party is obligated to pay or which another insurance policy or other medical plan covers. Where there is a dispute between the carriers, the Plan shall, subject to provisions 1 and 2 immediately following, pay for such covered expenses but only as a convenience to the person eligible for benefits under the Plan and only upon receipt of an appropriate indemnification or subrogation agreement; but the primary and ultimate responsibility for payment shall remain with the other party or carrier. Obligations to pay benefits on behalf of any covered person shall be conditioned

1. upon such person taking all steps necessary or desirable to recover the costs thereof from any third party who may be obligated therefore, and
2. upon such person executing such documents as are reasonably required by the Plan Administrator, including, but not limited to, an assignment of rights to receive such third party payments, in order to protect and perfect the Plan's right to reimbursement from any such third party.

GENERAL INFORMATION (Continued)

(f) Non-Duplication

The health benefits provided under this Plan are subject to a non-duplication provision as follows:

1. Benefits will be reduced by benefits provided under any other group plan, if the other plan:
 - (i) does not include a coordination of benefits or non-duplication provisions, or
 - (ii) includes a coordination of benefits or non-duplication provision and is the primary plan as compared to this Plan.
2. In determining whether this Plan or another group plan is primary, the following criteria will be applied:
 - (i) The Plan covering the patient other than as a Dependent will be the primary plan.
 - (ii) Where both plans cover the patient as a dependent child, the plan covering the patient as a dependent child of a male will be the primary plan.
 - (iii) Where the determination cannot be made in accordance with (i) and (ii) above, the plan which has covered the patient the longer period of time will be the primary plan.

GENERAL INFORMATION (Continued)

- (iv) In the event a Pensioner or surviving spouse is covered under another group plan by reason of his or her employment, the other group plan shall be the primary plan for such Pensioner or surviving spouse and their eligible Dependents.
3. As used herein, "group plan" means (i) any plan covering individuals as members of a group and providing hospital or medical care benefits or services through group insurance or a group prepayment arrangement, or (ii) any plan covering individuals as employees of an employer and providing such benefits or services, whether on an insured, prepayment or uninsured basis.
 4. If it is determined that benefits under this Plan should have been reduced because of benefits provided under another group plan, the Plan Administrator shall have the right to recover any payment already made which is in excess of the Plan's liability. Similarly, whenever benefits which are payable under the Plan have been provided under another group plan, the Plan Administrator may make reimbursement directly to the insurance company or other organization providing benefits under the other plan.
 5. For the purpose of this provision the Plan Administrator may, without consent or notice to any covered person, release to or obtain from any insurance company or other organization or person any information which may be necessary regarding coverage, expense and benefits.
 6. Any covered person claiming benefits under this Plan must furnish the Plan Administrator such information as may be necessary for the purpose of administering this provision.

GENERAL INFORMATION (Continued)

General Exclusions

- (a) In addition to the specific exclusions otherwise contained in the Plan, benefits are also not provided for the following:
1. Cases covered by workers' compensation laws or Employer's liability acts or services for which an Employer is required by law to furnish in whole or in part.
 2. Services furnished by any governmental agency, including benefits provided under Medicaid, Federal Medicare and Federal and State Black Lung Legislation for which a Beneficiary is eligible or upon proper application would be eligible.
 3. Services furnished by tax-supported or voluntary agencies.
 4. Immunizations provided by local health agencies.
 5. Evaluation procedures such as x-rays and pulmonary function tests, in connection with applications for black lung benefits, or required by Federal or State Black Lung legislation.

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GENERAL INFORMATION (Continued)

6. Private duty nursing. If necessary to preserve life and certified as medically necessary by the attending physician and an Intensive Care Unit is unavailable, benefits are provided for private duty nursing services for up to 72 hours per in-patient hospital admission. In no event will payment be made for private duty nursing during a period of confinement in the Intensive Care Unit of a hospital.
7. Custodial care, convalescent or rest cures.
8. Personal services such as barber services, guest meals and cots, telephone or rental of radio or television and personal comfort items not necessary to the treatment of an illness or injury.
9. Services for which a covered person is not required to make payment.
10. Charges related to sex transformation.
11. Charges for reversal of sterilization procedures.
12. Charges in connection with a general physical examination other than as specified in this Plan.
13. In-patient confinements solely for diagnostic evaluations which can be provided on an out-patient basis.
14. Charges for medical services for in-patient or out-patient treatment for mental retardation and other mental deficiencies.
15. Finance charges in connection with a medical bill.
16. Dental services except as specifically provided in the Plan.
17. Birth control devices and medications.
18. Abortion, except as specifically described in the Plan.

GENERAL INFORMATION (Continued)

19. Eyeglasses or lenses, except when medically required because of surgically caused refraction errors or as otherwise provided under Vision Care Expense Benefits.
20. Exercise equipment.
21. Charges for treatment with new technological medical devices and therapy which are experimental in nature.
22. Charges for unnecessary care or treatment.

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GENERAL INFORMATION (Continued)

Continuation of Health Care Benefits

Upon termination of your coverage under the Plan because of involuntary lay-off, the medical care benefits may be continued in effect for you or your Dependent (if covered) by you or your Dependent making written election for such continuation within thirty-one days after the coverage would otherwise terminate and by paying, when due, an amount equal to the premium for the medical care benefits, but not beyond the earliest date determined in accordance with the following provisions:

- (a) the date of expiration of 18 months from the date your coverage terminated;
- (b) the date you or your Dependent becomes eligible for medical care benefits under any other group plan or program;
- (c) with respect to Dependents, the date the Dependents cease to be eligible as Dependents; or
- (d) the date the Plan is terminated.

Upon termination of the extension period, you or your Dependent will be entitled to exercise an option which is provided in the Plan to apply for an individual hospital and surgical expense insurance policy.

Conversion Privilege

When health benefits coverage terminates, a covered person may, upon application, convert, without medical examination, to a policy issued by the insurance carrier provided such application is made to the insurance carrier within 31 days after the date coverage terminates. The type of policy, coverage and premiums therefor are subject to the terms and conditions set forth by the insurance carrier.

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GENERAL INFORMATION

EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

The following information, together with the information contained in this group benefit certificate, comprise the Summary Plan Description under the Employee Retirement Income Security Act of 1974:

- (1) The name of the Plan is Benefits Plan for Salaried Employees of Amherst Coal Company, a subsidiary of Diamond Shamrock Corporation.
- (2) The name, address and telephone number of the Plan Sponsor, who is the agent for service of legal process for the Plan, are Amherst Coal Company, Fort Amherst, Charleston, West Virginia 25306, telephone (304) 925-1171.
- (3) The Employer Identification Number is 55-0219450. The Plan Number is 502. The Plan's records are maintained on a policy year basis ending May 31 each year.
- (4) The cost of the Plan is borne by Amherst Coal Company.
- (5) Life Insurance, Accidental Death and Dismemberment Insurance and Weekly Accident & Sickness Insurance are provided in accordance with the provisions of Group Policy No. J-735-S issued by Provident Life and Accident Insurance Company, Chattanooga, Tennessee 37302.
- (6) Claim Procedures: Claim for benefits under the Plan are to be submitted to Provident Life and Accident Insurance Company (the Provident) as provided in this certificate. Payment of claims under the Plan will be made by the Provident. If an employee's claim for benefits under the Plan is denied, the Provident will provide notice to the employee in writing of the denial within a reasonable time setting forth the specific reasons for such denial. The employee may then request a review of the decision denying the claim.
- (7) As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

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GENERAL INFORMATION

EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (Continued)

- (i) examine, without charge, at the Plan Administrator's office and the Personnel Department, all Plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed Annual Reports and Plan Descriptions;
- (ii) obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies; and
- (iii) receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon persons who are responsible for the operation of the employee benefit plan.

The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100.00 a day until you receive the material, unless the materials were not sent because of reasons beyond the control of the Administrator.

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GENERAL INFORMATION

EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (Continued)

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor Management Services Administration, Department of Labor.

- (6) The right is reserved in the Plan for the Plan Sponsor to terminate, suspend, withdraw, amend or modify the Plan in whole or in part at any time, subject to the applicable provisions of the Group Policy.

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**GENERAL INFORMATION
HOW TO FILE A CLAIM**

When filing a claim, proof of each charge must be submitted so it is extremely important that copies of bills for all charges accompany the claim. All bills should be itemized and must show the name of the person treated.

Written notice of loss must be given to the Provident within twenty days after the loss, or as soon thereafter as reasonably possible.

Proof of loss must be furnished to the Provident within ninety days following the date of loss. However, your claim will still be considered if it was not reasonably possible to furnish proof within the time required and that the proof was furnished as soon as reasonably possible.

All benefits provided by the Plan will be paid immediately upon receipt of proof of loss. Any benefit payable for loss of the Employee's life will be payable to the Employee's beneficiary. All other benefits will be payable to the Employee, if living, otherwise to the estate of the Employee.

No action at law or in equity shall be brought to recover on the Plan prior to the expiration of sixty days after proof of loss has been furnished 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 to be furnished.

The Provident (at its expense) shall have the right to examine any person whose loss is the basis for claim as often as it may reasonably require.

This Plan is not in lieu of and does not affect any requirements for Workers' Compensation Insurance.

PART IV

**CERTIFICATION OF LIFE INSURANCE,
ACCIDENTAL DEATH AND DISMEMBERMENT
INSURANCE and
WEEKLY DISABILITY
INSURANCE**

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CERTIFICATE

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY
Chatanooga, Tennessee
(herein called the Provident)

hereby certifies that it has issued Group Policy No. J-735-S to

AMHERST COAL COMPANY
A Subsidiary of Diamond Shamrock Corporation
(herein called the Employer)

providing the Life Insurance, Accidental Death and Dismemberment Insurance and Weekly Disability Insurance described on the following pages for certain Employees insured under the Group Policy. This booklet summarizes the principal provisions of the Group Policy which alone constitutes the entire contract between the Provident and the Employer.

Employees become insured under the Plan as provided on a following page. This booklet constitutes the Employee's Certificate of Insurance while covered under the Plan.

The benefits and provisions described on the following pages are subject in all respects to the terms and conditions of the Group Policy.

H. Carey Hoarlin

President and
Chief Executive Officer
Provident Life and Accident
Insurance Company

SCHEDULE OF BENEFITS

BENEFITS FOR ACTIVE EMPLOYEES

Life Insurance --

Payable to your Beneficiary in the event of your death from any cause See Schedule Below

Accidental Death and Dismemberment Insurance --

The Principal Sum is payable for loss of life or loss of more than one member. One-half the Principal Sum is payable for loss of one member. Principal Sum See Schedule Below

SCHEDULE OF LIFE INSURANCE AND AD&D (Principal Sum)

Under Age 70: An amount equal to 2 times the Employees "Base Annual Earnings" adjusted to the next higher multiple of \$1,000.00 if not already an even multiple of \$1,000.00.

Age 70 or Over: \$5,000.00

"Base Annual Earnings" exclude overtime, bonuses or other special compensation.

Any change in amount of insurance due to a change in earnings or due to attainment of an age will become effective on the date of change in earnings or on the appropriate anniversary of your date of birth, except that any increase shall become effective only if you are "actively at work," as defined on a following page.

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SCHEDULE OF BENEFITS

BENEFITS FOR ACTIVE EMPLOYEES

Weekly Disability Insurance —

Benefits begin the 91st day (but not prior to the first day of treatment by a physician), and are payable up to 13 weeks during any one period of disability.

Weekly Benefit An amount equal to 50% of your "Base Weekly Earnings", subject to a Maximum of \$100.00.

"Base Weekly Earnings" exclude overtime, bonuses or other special compensation.

Any change in amount of insurance due to a change in earnings will become effective on the date of change in earnings, except that any increase shall become effective only if you are actively at work, as defined on a following page. One-seventh of the Weekly Benefit is payable for each day of any period of disability which is less than a week.

SCHEDULE OF BENEFITS

BENEFITS FOR DEPENDENTS

Life Insurance —

Payable in the event of death of a Dependent from any cause as follows:

Wife or Husband	\$1,000.00
Unmarried child, age	
14 days but less than 6 months	100.00
6 months but less than 2 years	200.00
2 years but less than 3 years	400.00
3 years but less than 19 years*	600.00

* Also covers unmarried children ages 19 to 23 who are attending school on a full time basis.

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SCHEDULE OF BENEFITS

BENEFITS FOR PENSIONERS

Life Insurance –

Payable to your Beneficiary in the event of your death from
any cause \$5,000.00

ELIGIBILITY

Eligibility for the Life, Accidental Death and Dismemberment Insurance and
Weekly Disability Insurance is as described in Part I of this booklet.

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LIFE INSURANCE

For You

Benefits Payable

The amount of life insurance determined from the Schedule of Benefits is payable to your beneficiary in the event of your death from any cause while insured upon receipt of due proof of death. The life insurance is payable in a lump sum.

Beneficiary

You may designate anyone you wish as your beneficiary by filing such designation at the Office of the Employer on a form satisfactory to the Provident. You may change your beneficiary at any time by giving written notice, and the change will become effective on the date the request is signed, except that the Provident is not liable for any payment made prior to the receipt of your request.

If more than one beneficiary is designated without their respective interests being specified, the beneficiaries shall share equally. The interests of any beneficiary who predeceases you shall terminate and his share shall be payable equally to the surviving beneficiaries, unless the beneficiary designation specifically provides otherwise. Any amount for which there is no designated beneficiary at your death shall be payable to your estate.

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LIFE INSURANCE

For You

Conversion to Individual Policy

If your life insurance terminates because of termination of employment, or because of termination of membership in the class or classes of Employees eligible for life insurance, you may convert your life insurance to an individual policy, without disability or other supplementary benefits, on any one of the forms then in use by the Provident, except term insurance.

Application for the individual policy must be made within thirty-one days after termination of your life insurance. No evidence of insurability is required.

The premium for the individual policy will be based on your attained age at the time of application, the class of risk to which you then belong and the form and amount of policy.

If your life insurance under the plan has been in effect for at least five years and your life insurance terminates because of termination of the plan, or because of termination of the life insurance with respect to the class of Employees of which you are a member, you may convert your group life insurance to an individual policy, subject to the conditions described in the preceding paragraphs.

However, under these circumstances the amount of the individual policy will be limited to the lesser of (a) the amount of life insurance provided for you under the plan less the amount of any group life insurance for which you become eligible under any group policy issued or reinstated by any insurer within thirty-one days after termination and (b) \$2,000.00.

An individual policy issued in accordance with any of the preceding paragraphs will become effective at the expiration of the thirty-one day period allowed for conversion.

If you should die during the thirty-one day conversion period the amount of life insurance which you would have been entitled to convert to an individual policy will be paid to your beneficiary regardless of whether you had applied for an individual policy.

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LIFE INSURANCE

For Your Dependents

Benefits Payable

The applicable amount of life insurance determined from the Schedule of Benefits is payable to you in the event of the death of a Dependent while you are covered under the plan with respect to the Dependent.

Conversion to Individual Policy

If the life insurance on your spouse terminates because of your death, termination of your employment or if the life insurance on your spouse terminates because you cease to be a member of a class eligible for such insurance, your spouse may convert the amount of life insurance so terminated to an individual policy, without disability or other supplementary benefits, on any one of the forms then in use by the Provident, except term insurance. Application for the individual policy must be made within thirty-one days after termination of life insurance. However, there shall be available to the spouse preliminary or interim term insurance for not more than one year from the date of termination of life insurance on the spouse. No medical examination will be required. The premium for the individual policy will be based on the attained age of your spouse at the time of application, the class of risk to which your spouse then belongs and the form and amount of policy.

If the group life plan has been in effect for at least five years and you have been covered for life insurance for at least three years and the life insurance on your spouse terminates because of termination of the group life plan, or because the group life plan is amended to terminate the life insurance of the Dependents of a class of Employees of which you are a member, your spouse, if covered under the plan, may convert to an individual policy, subject to the conditions described above. However, under these circumstances, term insurance shall not be available and the amount of the individual policy may not exceed the amount of insurance terminated, less any group life insurance for which your spouse is or becomes eligible under any group policy issued or reinstated by any insurer within thirty-one days after the life insurance terminates.

Any individual policy issued in accordance with the preceding paragraphs will become effective on the day following the thirty-one day period during which your spouse is entitled to exercise the conversion privilege.

If your spouse should die during the thirty-one day conversion period, the amount of life insurance which your spouse was entitled to convert to an individual policy will be paid to you even if application for the individual policy has not been made.

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

For You

Benefits Payable

If you sustain accidental bodily injuries while covered under the Plan and if the injuries result in any of the losses named in the Table of Losses below, a benefit as described below will be payable for the loss. The unit of benefit is referred to as the Principal Sum and the amount of Principal Sum is determined from the Schedule of Benefits.

Table of Losses

Loss of Life or of More Than One Member	The Principal Sum
Loss of One Member	One-Half The Principal Sum
Maximum-All Losses-Any One Accident	The Principal Sum

Loss of a member shall mean (i) the loss of a hand or foot by complete severance at or above the wrist or ankle joint, or (ii) the irrecoverable loss of the entire sight of an eye.

Any benefit payable for loss of life will be paid to the beneficiary designated in writing by you and filed at the Office of the Employer on a form satisfactory to the Provident. All other benefits will be payable to you.

You may change your beneficiary at any time by giving written notice. The change shall become effective on the date the request is signed except that the Provident is not liable for any payment made prior to receipt of your request.

If more than one beneficiary is designated without their respective interests being specified, the beneficiaries shall share equally. The interest of any beneficiary who predeceases you shall terminate and his share shall be payable equally to the surviving beneficiaries, unless the beneficiary designation specifically provides otherwise. Any amount for which there is no designated beneficiary at your death shall be payable to your estate.

Limitations and Exclusions

Benefits are not payable for losses caused directly or indirectly, wholly or partly by bodily or mental infirmity, ptomaines, bacterial infections (except infections which shall occur simultaneously with and through a cut or wound sustained through accidental means); any other kind of disease, or hernia in any form; medical or surgical treatment except surgical treatment made necessary solely by an accident; war or any act of war; suicide or intentionally self-inflicted injury, whether sane or insane; or injuries sustained while committing a felony.

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WEEKLY DISABILITY INSURANCE

For You

Benefits Payable

Benefits at the rate and for the period shown in the Schedule of Benefits will be payable to you if, while Insured under the plan, you become totally disabled and are prevented from working at your regular occupation as the result of accidental bodily injuries not arising from or in the course of any employment, or as the result of sickness, pregnancy or disease for which no benefits are provided under any applicable workers' compensation act or similar law.

Periods of Disability

Benefits for the maximum number of weeks shown in the Schedule of Benefits are payable once during any one period of disability. Periods of disability separated by less than two weeks' active work on full time shall be considered one period of disability unless the subsequent period of disability is due to a different cause and begins after you return to the full time duties of your regular occupation for at least one full day.

Physicians

You must be under the regular care of a legally qualified physician during the period for which benefits are claimed.

Limitations and Exclusions

Benefits are not payable for any disability which begins during a period during which you are not working on a regularly scheduled basis because of lay-off, leave of absence, or other reason.

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TERMINATION OF INSURANCE

Your insurance will terminate on the earliest of the following dates:

- (a) the date the plan is terminated;
- (b) the date the plan is amended to terminate the insurance of a class of Employees of which you are a member;
- (c) with respect to any insurance for which you cease to be a member of the class or classes of Employees eligible for such insurance, the date of cessation of such membership;
- (d) the date you cease to be regularly scheduled to work at least thirty hours per week; or
- (e) the date your active employment with the Group Policyholder is terminated provided that active employment shall not be considered terminated for purposes of insurance under the plan during any period for which Weekly Disability Insurance benefits are payable.

Your insurance with respect to Dependents will terminate on the earlier of the following dates:

- (a) the date your insurance is terminated; or
- (b) the date a Dependent ceases to be eligible as a Dependent.

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ENDORSEMENT

The Group Policy provides that the weekly disability and medical care and dental care benefits shall be integrated with benefits for which the Group Policyholder is liable. The Insurance Company is liable for such benefits to the extent they are not the liability of the Group Policyholder. The Insurance Company, however, will process all benefit payments.

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