LIFE INSURANCE SUMMARY

Your family can count on your paycheck to meet day-to-day expenses while you are actively at work, but it is important to plan for their financial security in the event of your death. The Sponsoring Companies' life insurance benefits help you provide this security. The company intends to continue the plan discussed in this summary. However, it reserves the right to amend, suspend or terminate any or all of the plan or change employee contribution requirements at any time and for any reason. A plan may be amended, suspended, or terminated for any class of active or retired employee without doing so with respect to others.

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INTRODUCTION TO BASIC LIFE INSURANCE | ENROLLMENT | MEDICAL EXAMINATION

To be covered by this plan, you must enroll and make the required contributions. If you complete and return your Basic Life Insurance enrollment form within the 31-day period immediately following your date of employment or the date you first become eligible by way of change in status (for example, from temporary to regular status), your coverage will be effective immediately. If you are not actively at work on that day, coverage will be effective the day you return to active status. If you do not enroll within the 31-day period following your employment, you may do so at a later date subject to the medical examination provision described below.

If you do not enroll for coverage within the 31-day period from the date you can first elect coverage or during a specially designated open enrollment period, the insurance company will require evidence of good health (which may include a medical examination at your own expense) before you can be insured. Coverage will be effective on the date the insurance company has reviewed satisfactory evidence of good health and approved the coverage.

THE AMOUNT OF YOUR BENEFIT WHILE ACTIVE | WHEN YOU RETIRE

If you are an active employee under age 65, the life insurance benefit is twice your annual base salary rate. For example, if your annual base salary is $25,000, your life insurance coverage is $50,000. When your base salary rate changes, the amount of your life insurance changes automatically. If you are not actively at work on that day, the change in life insurance will be effective on the day you return to work.

If you are an active employee, age 65 or older, the life insurance coverage you had when you reached age 65 is reduced by eight percent per year. For example, if your life insurance was $50,000 before you reached age 65 and you continued working as an active employee, upon your 65th birthday your insurance coverage would have been reduced to $46,000, or 92 percent of the $50,000 coverage you had before age 65. At age 66, it becomes 84 percent, or $42,000, and so on.

If you were over age 65 when you were hired, your basic life insurance is twice your annual base salary at the time of hire, reduced as described above.

As long as you remain an active employee, your life insurance will continue to reduce until it reaches a minimum of one-half of your base salary rate that was in effect when you reached age 65, or one-half of your base salary upon hire if hired after reaching age 65.

If you are under age 65 and qualify for early retirement (age 55 with ten years of vesting service) and retire from active employment, your life insurance coverage is currently two times your annual base salary rate in effect at retirement. You can maintain this coverage provided you elect to do so prior to retirement and you pay the required contribution in advance.

When you reach age 65, your available coverage is reduced to one-half of your annual base salary rate in effect at the time you retired.

For example, if your annual base salary is $20,000 when you retire, your life insurance as a retiree is twice this rate, or $40,000, if you are under age 65. When you reach 65 years of age, it is reduced to half of this salary rate, or $10,000.

If you were age 65 or older when you were hired, your life insurance will be based on your base annual salary that was in effect at the time you were hired.

There is currently no cost to you to continue your life insurance when you are retired and are age 65 or older.

CONTINUATION OF LIFE INSURANCES | TOTAL DISABILITY | NAMING BENEFICIARIES| SETTLEMENT OPTION

In the event of a layoff, basic life insurance can be continued for a maximum of one year, but only as long as your service is maintained and you pay the required premium.

You can continue life insurance coverage during an approved leave of absence (except for military service) as long as you pay the required contributions in advance.

If you become disabled, your life insurance can be continued for the length of the disability provided you pay the required premium. Currently, your premiums are waived unless you are receiving salary continuance from the Company to supplement your benefits from the Short-Term Disability or Long-Term Disability plan.

If your disability continues beyond age 65, the life insurance coverage you had at age 65 is reduced by eight percent per year. As long as you remain on disability, and you pay the required premium, your life insurance will continue to be reduced until it reaches a minimum of one-half of your base salary rate in effect at age 65.

You can name anyone you choose as beneficiary of your Life Insurance Plan using the "Beneficiary Designation" form available from the Benefits Administration office. Submit a new form to this office any time you wish to change the beneficiaries you have named.

If there is a part of your insurance for loss of life for which there is no named beneficiary living at your death, that part will be paid in a lump sum to the survivors in the first surviving class of the following:

- Your spouse
- Your children
- Your parents
- Your brothers and sisters
- If none survives, that part will be paid in a lump sum to your estate.

If your insurance for loss of life under this Group Policy replaces another group policy, the beneficiary named under the replaced policy will be in effect until you name a beneficiary under this Group Policy or change your beneficiary as set forth above.

If a minor has no legal guardian, that minor's share may be paid to the adult or adults who, according to the insurance company's administrative guidelines, have assumed the custody and support of the minor.

If you die after having applied to convert your Group Life Insurance to Individual Life Insurance, the beneficiary named under the Individual Policy or in the application for it will receive any benefits payable under the Group Policy.

The normal settlement form for a life insurance benefit is a lump sum payable to your designated beneficiary(ies). However, other settlement options are available to your beneficiary(ies) such as life annuities with 5-, 10-, or 20-year certain payments, interest options with the right to withdraw, or fixed period payments.

An alternative settlement option may be elected by the beneficiary(ies), or it may be established in advance upon your written request to Benefits Administration.

FILING A CLAIM | WHEN YOUR COVERAGE ENDS | CONVERSION

The Fluor Hanford, Inc. Benefits Administration office should be notified as soon as possible after the death of a covered individual. They will gather the necessary information and file the claim on behalf of the beneficiary(ies).

Your life insurance coverage will end if:

- You no longer meet the eligibility requirements for the Basic Life Insurance Plan.
- You are eligible for coverage, but do not make the required contributions.
- The Plan terminates.
- You terminate employment with the Sponsoring Companies. However, if you die within 31 days after you terminate employment, benefits will be paid to your beneficiaries

Should you terminate your employment for any other reason than retirement, you may apply to the insurance company within 31 days for conversion of your life insurance to an individual policy. If you apply for conversion during this time, you will not need to provide evidence of good health to the insurance company. Contact the Benefits Administration office for further details.

ACCIDENTAL DEATH & DISMEMBERMENT ELIGIBILITY | THE AMOUNT OF YOUR BENEFIT | CONTINUATION OF AD&D

You are eligible for this coverage if you are a regular employee working 20 hours or more per week and are enrolled in the Basic Life Insurance Plan, paying the required premium. Temporary and hourly employees are not eligible. The provisions in the "Enrollment" section for the "Basic Life Insurance Plan" also apply to the AD&D plan.

If you die or lose your hand(s), foot (feet), or eyesight as the result of and within 90 days following an accident that occurs while you are covered by the Plan, you (or your beneficiary) will receive benefits based on the following schedule.

ACCIDENTAL DEATH & DISMEMBERMENT SCHEDULE	
Loss of Life	1 x your base annual salary rate
Loss of one hand, one foot or the sight of one eye*	50% of your base annual salary to a maximum of $10,000
Loss of more than one of such members in one accident	100% of your base annual salary rate to a maximum of $20,000
*For loss of one hand by severance at or above the wrist joint, or one foot by severance at or above ankle joint or total irrecoverable loss of sight in one eye.	

When your base salary rate changes, the amount of your AD&D insurance automatically changes as well. If you are not actively at work on that day, the change in amount will become effective on the day you return to work.

Your AD&D benefits, other than loss of life, will be paid directly to you. Benefits for loss of life will be paid to the beneficiary(ies) you have named. See "Naming Beneficiaries" in the "Basic Life Insurance" section for details.

For any one accident, the maximum amount payable for Accidental Death and Dismemberment combined will be the amount payable for loss of life.

After you retire:

If you are under age 65 and qualify for early retirement (age 55 with ten years of vesting service) and retire from active employment, you can continue AD&D coverage until the end of the month in which you reach age 65 provided you had this coverage before retirement and you pay the required contributions in advance. AD&D coverage is not available to retirees age 65 or older.

If you are laid off:

Your AD&D insurance will continue for a maximum of one year provided your continuity of service is maintained and you are continuing your Basic Life Insurance coverage.

If you take a leave of absence:

If you are on an approved leave of absence, except for military leave, you can maintain your AD&D insurance provided you are also maintaining your Basic Life Insurance coverage by paying the required contributions in advance.

If you become totally disabled:

If you become disabled (as defined in the Basic Life Insurance section), your AD&D coverage will be continued for the length of your disability up to a maximum of one year. Your contribution requirement will be waived during periods when you are not receiving salary continuance from the Company to supplement your disability benefits.

NAMING BENEFICIARIES | LIMITATIONS & EXCLUSIONS | WHEN YOUR COVERAGE ENDS

The beneficiary provisions for AD&D are the same as those for your Basic Life Insurance.

AD&D benefits are not payable when death or injury is caused or contributed by:

- disease;
- suicide or intentional self-inflicted injury, while sane or insane;
- any act of war; or participation in, or consequence of having participated in, the committing of a felony.

Your AD&D coverage will end when your Basic Life Insurance coverage ends. If you are retired, your AD&D coverage ends at the end of the month in which you reach age 65.

Settlement options for the AD&D insurance are the same as for the Basic Life Insurance Plan.

Contact Benefits Administration for assistance in filing an AD&D claim.

The AD&D coverage has no conversion provisions.

SETTLEMENT OPTIONS | FILING A CLAIM | CONVERSION

The beneficiary provisions for AD&D are the same as those for your Basic Life Insurance.

AD&D benefits are not payable when death or injury is caused or contributed by:

- disease;
- suicide or intentional self-inflicted injury, while sane or insane;
- any act of war; or participation in, or consequence of having participated in, the committing of a felony.

Your AD&D coverage will end when your Basic Life Insurance coverage ends. If you are retired, your AD&D coverage ends at the end of the month in which you reach age 65.

Settlement options for the AD&D insurance are the same as for the Basic Life Insurance Plan.

Contact Benefits Administration for assistance in filing an AD&D claim.

The AD&D coverage has no conversion provisions.

INTRODUCTION TO DEPENDENT LIFE INSURANCE | ELIGIBILITY | DEPENDENTS

All regular employees working 20 hours or more per week may participate in this Plan. Temporary and hourly employees are not eligible.

The Plan will cover all your eligible dependents without a medical examination provided you enroll within the first 31 days after:

- the date you are initially employed by the Sponsoring Companies;
- the date you first become eligible through a change of status from hourly or temporary to regular; or the date any person(s) becomes your dependent through marriage, birth or adoption, if you had no eligible dependents before that time.

Eligible dependents include your spouse and your unmarried children from age 15 days to 23 years of age residing in your household. Your children are not eligible if they are:

- employed full-time;
- married; or
- members of the armed forces.

The term "children" means:

- your own natural children and children placed for adoption with you;
- stepchildren who reside in your household; and
- any other children residing in your household who are principally dependent upon you for maintenance and support.

When a dependent no longer qualifies in accordance with the above, that dependent's life insurance will automatically cease on the last day of the month in which the dependent no longer meets the eligibility requirements.

To be covered by this plan, you must complete an enrollment card and make the required contributions through payroll deductions. If you complete and return your enrollment card within the 31-day period immediately following your date of employment or the date you first become eligible by way of change in status (for example, from temporary to regular status), your coverage is effective immediately. If you are not actively at work on that day, coverage will be effective the day you return to active status. If you do not enroll within the 31-day period following your employment, you may do so at a later date subject to the medical examination provision described below.

If you do not enroll for coverage within the 31-day period from the date you can first elect coverage, the insurance company will require evidence of good health (which may include a medical examination at your own expense) before they will insure your dependents. Coverage will be effective on the date the insurance company has reviewed satisfactory evidence of good health and approved the coverage.

ENROLLMENT | MEDICAL EXAMINATIONS

All regular employees working 20 hours or more per week may participate in this Plan. Temporary and hourly employees are not eligible.

The Plan will cover all your eligible dependents without a medical examination provided you enroll within the first 31 days after:

- the date you are initially employed by the Sponsoring Companies;
- the date you first become eligible through a change of status from hourly or temporary to regular; or the date any person(s) becomes your dependent through marriage, birth or adoption, if you had no eligible dependents before that time.

Eligible dependents include your spouse and your unmarried children from age 15 days to 23 years of age residing in your household. Your children are not eligible if they are:

- employed full-time;
- married; or
- members of the armed forces.

The term "children" means:

- your own natural children and children placed for adoption with you;
- stepchildren who reside in your household; and
- any other children residing in your household who are principally dependent upon you for maintenance and support.

When a dependent no longer qualifies in accordance with the above, that dependent's life insurance will automatically cease on the last day of the month in which the dependent no longer meets the eligibility requirements.

To be covered by this plan, you must complete an enrollment card and make the required contributions through payroll deductions. If you complete and return your enrollment card within the 31-day period immediately following your date of employment or the date you first become eligible by way of change in status (for example, from temporary to regular status), your coverage is effective immediately. If you are not actively at work on that day, coverage will be effective the day you return to active status. If you do not enroll within the 31-day period following your employment, you may do so at a later date subject to the medical examination provision described below.

If you do not enroll for coverage within the 31-day period from the date you can first elect coverage, the insurance company will require evidence of good health (which may include a medical examination at your own expense) before they will insure your dependents. Coverage will be effective on the date the insurance company has reviewed satisfactory evidence of good health and approved the coverage.

YOUR BENEFIT AMOUNT | YOUR COST | CHANGING YOUR LEVEL OF COVERAGE | BENEFICIARIES

This plan has been designed to enable you to cover eligible family members at affordable rates. Levels that are available as of January 1, 2004, are listed below:

Exempt and Salaried Non-exempt employees can select one of the following:			
Schedule	Spouse Coverage	Dependent Coverage (Per Child)	Your Monthly Cost
S	$10,000	NA	$3.78
T	$20,000	NA	$6.23
U	$30,000	NA	$9.27
V	$40,000	NA	$12.30
W	NA	$5,000	$ .84
SW	$10,000	$5,000	$4.62
TW	$20,000	$5,000	$7.06
UW	$30,000	$5,000	$10.11
VW	$40,000	$5,000	$13.13

HAMTC and HGU-represented employees can select one of the following:			
Schedule	Spouse Coverage	Dependent Coverage*	Your Monthly Cost
A	$5,000	$100/$1,000	$1.96
B	$10,000	$200/$2,000	$3.89
C	$15,000	$300/$2,000	$5.68
D	$20,000	$300/$2,000	$6.34
E	$25,000	$300/$2,000	$7.84
F	$30,000	$300/$2,000	$9.38

(*The first figure applies to children age 15 days to 6 months of age. The second figure applies to children over 6 months of age.)

NOTE: Under Washington State Law the amount of Company-sponsored Basic Life insurance coverage you elect for your spouse cannot exceed one-half the amount of Company-sponsored Basic Life insurance coverage that you have.

DECREASING THE AMOUNT OF COVERAGE

If you wish to decrease your coverage, to a lower available level, you may do so at any time.

The effective date of such a change will be the first of the month following the date you submit a new enrollment card requesting the change to a schedule with a lower level of coverage.

You can obtain enrollment cards from Benefits Administration.

INCREASING THE AMOUNT OF COVERAGE

If you wish to increase the amount of insurance available to a higher amount, you may do so subject to the medical examination provisions of this plan outlined previously.

The effective date of such a change will be the first of the month following the date you submit a new enrollment card requesting the change to a schedule with a higher level of coverage.

You can obtain enrollment cards from Benefits Administration.

You, the employee, are automatically the beneficiary of this life insurance plan. If you are not living, payment will be made to the executor or administrator of your dependent's estate.

CONTINUATION OF LIFE INSURANCE AFTER YOU RETIRE OR DURING ABSENCES | FILING A CLAIM

If you are under age 65 and qualify for early retirement (age 55 with ten years of vesting service) and retire from active employment, you may continue coverage for your dependents until you reach age 65 by paying the required monthly premiums in advance. You are not eligible for Dependent Life Insurance coverage after retirement at age 65 or older.

IF YOU ARE LAID OFF:

In the event of a layoff, you may continue your Dependent Life Insurance for up to one year after layoff provided you maintain your continuity of service and pay the required monthly contributions in advance.

IF YOU TAKE A LEAVE OF ABSENCE:

You may continue the Dependent Life Insurance coverage during an approved leave of absence (except for military service) provided you pay the required monthly contributions in advance.

IF YOU BECOME TOTALLY DISABLED:

If you are unable to work because of a total disability, your Dependent Life Insurance may be continued up to a maximum of one year, provided your continuity of service is maintained and you continue to pay the required monthly contributions in advance.

Contact Benefits Administration for assistance in filing a Dependent Life Insurance claim.

Your Dependent Life Insurance will end if:

- you terminate your employment;*
- you change your status from regular full- or regular part-time to temporary or hourly;*
- you cease to pay the required monthly premium for the insurance; or
- the Plan is terminated.

***Note:** Although your coverage will be discontinued when you terminate your employment or change your status to less than full-time, benefits will be paid in the event of the death of any eligible dependent that occurs within 31 days after the termination of coverage.

Your dependents may convert their insurance coverage to an individual policy without medical examination if they do so within 31 days after their current coverage ceases. For further information and application forms, contact Benefits Administration.

WHEN YOU COVERAGE ENDS | CONVERTING TO AN INDIVIDUAL POLICY

If you are under age 65 and qualify for early retirement (age 55 with ten years of vesting service) and retire from active employment, you may continue coverage for your dependents until you reach age 65 by paying the required monthly premiums in advance. You are not eligible for Dependent Life Insurance coverage after retirement at age 65 or older.

IF YOU ARE LAID OFF:

In the event of a layoff, you may continue your Dependent Life Insurance for up to one year after layoff provided you maintain your continuity of service and pay the required monthly contributions in advance.

IF YOU TAKE A LEAVE OF ABSENCE:

You may continue the Dependent Life Insurance coverage during an approved leave of absence (except for military service) provided you pay the required monthly contributions in advance.

IF YOU BECOME TOTALLY DISABLED:

If you are unable to work because of a total disability, your Dependent Life Insurance may be continued up to a maximum of one year, provided your continuity of service is maintained and you continue to pay the required monthly contributions in advance.

Contact Benefits Administration for assistance in filing a Dependent Life Insurance claim.

Your Dependent Life Insurance will end if:

- you terminate your employment;*
- you change your status from regular full- or regular part-time to temporary or hourly;*
- you cease to pay the required monthly premium for the insurance; or
- the Plan is terminated.

Note: Although your coverage will be discontinued when you terminate your employment or change your status to less than full-time, benefits will be paid in the event of the death of any eligible dependent that occurs within 31 days after the termination of coverage.

Your dependents may convert their insurance coverage to an individual policy without medical examination if they do so within 31 days after their current coverage ceases. For further information and application forms, contact Benefits Administration.

GROUP UNIVERSAL LIFE | ELIGIBILITY | ENROLLMENT | MEDICAL EXAMINATION | NAMING A BENEFICIARY

INTRODUCTION

In addition to the Basic Life Insurance provided by the Sponsoring Companies, you may want additional coverage for yourself and/or your dependents. Group Universal Life (GUL) is a benefit that allows you to purchase additional life insurance at group rates. Through GUL, you can:

- Select additional coverage for yourself at one, two, three or four times your annual salary rate, up to a maximum of $5,000,000;
- Purchase coverage for your spouse of $5,000 to $100,000 or three times your annual salary rate, whichever is less;
- Purchase coverage for your dependent children of $5,000 or $10,000, which they can convert once they are no longer considered a "dependent";
- Establish a cash accumulation account and borrow from it at any time; or
- Retain your coverage, at group rates, when you retire or leave the Company.

All regular, full-time and part-time employees working a minimum of 20 hours per week can participate in this plan. Temporary and hourly employees are not eligible.

Coverage is available for spouses age 64 and under, as well as your dependent children age 14 days to 19 years (or 23 years if an unmarried full-time student). Coverage is based on your annual salary rate which, for the Plan, is considered your basic hourly or salary rate times your scheduled hours (up to 40 per week) times 52 if you are paid hourly or times 26 if you are paid bi-weekly.

Coverage that does not require evidence of good health will become effective on the first day of the month following the date your enrollment form is received at Seabury & Smith. If you are not actively at work on that day, coverage will be effective the day you return to active status. If you do not return to active work status within 90 days from the date you completed the enrollment form, a new enrollment form must be completed. If you do not enroll within the 31-day period following your employment, you may do so at a later date. However, coverage will be subject to the medical examination provision as described below.

If you do not enroll in GUL within the 31-day period from the date you are first eligible for coverage, the insurance company will require evidence of good health (which may include a medical examination at your own expense) before becoming insured. Coverage will be effective on the first day of the month following ate date the insurance company has approved the coverage. Additionally, if you elect to purchase coverage equal to three or four times your annual salary rate, or more than $150,000, you will need to provide evidence of good health to the insurance company. If this happens, you will be covered for two times your annual salary rate or $150,000, whichever is less, immediately. Upon acceptance by the insurance company of your good health, you will be covered for the requested amount of insurance. If you elect coverage for your spouse, evidence of good health for any coverage will be required.

You may name anyone and as many beneficiaries as you choose. You may change your beneficiary any time by filling out a change form. It is good to review your beneficiary designation from time to time. If your personal situation changes, you might want to name a new beneficiary (for example, if you get married or divorced). Seabury & Smith keeps a record of the beneficiary you designate for Group Universal Life coverage on file, but you should keep a copy for yourself, as well.

Group Universal Life insurance has many advantages:

- It allows you to design your own plan of life insurance protection.
- It provides affordable life insurance protection for you, your spouse, and your dependent children.
- It features a Cash Accumulation Account earning competitive interest rates on an income tax-deferred basis.
- It allows you to withdraw or borrow from your cash account any time.
- Coverage and contribution amounts are flexible.
- It permits you to keep your coverage at group rates when you leave the Company.

The GUL Plan is administered by Seabury & Smith. Any time you have questions or need to change your life insurance amount or other personal data, contact Seabury & Smith directly at:***1-800-642-5726.***

ADVANTAGES OF GUL | PLAN ADMINISTRATION

INTRODUCTION

In addition to the Basic Life Insurance provided by the Sponsoring Companies, you may want additional coverage for yourself and/or your dependents. Group Universal Life (GUL) is a benefit that allows you to purchase additional life insurance at group rates. Through GUL, you can:

- Select additional coverage for yourself at one, two, three or four times your annual salary rate, up to a maximum of $5,000,000;
- Purchase coverage for your spouse of $5,000 to $100,000 or three times your annual salary rate, whichever is less;
- Purchase coverage for your dependent children of $5,000 or $10,000, which they can convert once they are no longer considered a "dependent";
- Establish a cash accumulation account and borrow from it at any time; or
- Retain your coverage, at group rates, when you retire or leave the Company.

All regular, full-time and part-time employees working a minimum of 20 hours per week can participate in this plan. Temporary and hourly employees are not eligible.

Coverage is available for spouses age 64 and under, as well as your dependent children age 14 days to 19 years (or 23 years if an unmarried full-time student). Coverage is based on your annual salary rate which, for the Plan, is considered your basic hourly or salary rate times your scheduled hours (up to 40 per week) times 52 if you are paid hourly or times 26 if you are paid bi-weekly.

Coverage that does not require evidence of good health will become effective on the first day of the month following the date your enrollment form is received at Seabury & Smith. If you are not actively at work on that day, coverage will be effective the day you return to active status. If you do not return to active work status within 90 days from the date you completed the enrollment form, a new enrollment form must be completed. If you do not enroll within the 31-day period following your employment, you may do so at a later date. However, coverage will be subject to the medical examination provision as described below.

If you do not enroll in GUL within the 31-day period from the date you are first eligible for coverage, the insurance company will require evidence of good health (which may include a medical examination at your own expense) before becoming insured. Coverage will be effective on the first day of the month following ate date the insurance company has approved the coverage. Additionally, if you elect to purchase coverage equal to three or four times your annual salary rate, or more than $150,000, you will need to provide evidence of good health to the insurance company. If this happens, you will be covered for two times your annual salary rate or $150,000, whichever is less, immediately. Upon acceptance by the insurance company of your good health, you will be covered for the requested amount of insurance. If you elect coverage for your spouse, evidence of good health for any coverage will be required.

You may name anyone and as many beneficiaries as you choose. You may change your beneficiary any time by filling out a change form. It is good to review your beneficiary designation from time to time. If your personal situation changes, you might want to name a new beneficiary (for example, if you get married or divorced). Seabury & Smith keeps a record of the beneficiary you designate for Group Universal Life coverage on file, but you should keep a copy for yourself, as well.

Group Universal Life insurance has many advantages:

- It allows you to design your own plan of life insurance protection.
- It provides affordable life insurance protection for you, your spouse, and your dependent children.
- It features a Cash Accumulation Account earning competitive interest rates on an income tax-deferred basis.
- It allows you to withdraw or borrow from your cash account any time.
- Coverage and contribution amounts are flexible.
- It permits you to keep your coverage at group rates when you leave the Company.

The GUL Plan is administered by Seabury & Smith. Any time you have questions or need to change your life insurance amount or other personal data, contact Seabury & Smith directly at:***1-800-642-5726.***

GROUP UNIVERSAL LIFE AMOUNT OF COVERAGE

If you elect GUL coverage, you will receive information from J&H/KVI which tells you how to make the necessary changes. Any information needing to be sent to Seabury & Smith should be sent to the following address:

Seabury & Smith
P.O. Box 9122
Des Moines, Iowa 50306

You choose the amount of coverage you want to purchase. The table below shows the amount of insurance available:

AMOUNT OF COVERAGE FOR YOURSELF	
Guaranteed Coverage (no proof of good health required if you enroll within 31 days of your date of hire or the date you are first eligible.	1 time or 2 times your annual salary rate, rounded up to the next higher $1,000 or $150,000, whichever is less.
Available Coverage (full evidence of good health required.	From 45,000 to $100,000 in increments of $5,000 but not exceeding 3 times your annual salary rate.
AMOUNT OF COVERAGE FOR YOUR SPOUSE	
Available Coverage (simplified evidence of good health required)	From $5,000 to $100,000 in increments of $5,000 but not exceeding 3 times your annual salary rate.
AMOUNT OF COVERAGE FOR YOUR CHILDREN	
Guaranteed Coverage (for children age 14 days to 19 years or 23 years if an unmarried full-time student)	$5,000 to $10,000

Rates are based on your age. The table below shows how much you will pay per $1,000 of coverage. Your rate will be based on your annual salary rate as of the prior September 30. For example, rates for the January 1, 1998, enrollment are based on your earnings as of September 30, 1997. If your annual salary rate increases on or before September 30, a charge will be made to your payroll deduction beginning the first pay period after the following January 1 to reflect the cost for the new coverage amount. In addition, if an increase in your age as of January 1 causes you to move into the next higher age bracket, your premium will be increased accordingly.

GUL RATES FOR EMPLOYEE OR SPOUSE	
Age	Employee/Spouse Without Waiver of Premium
Less than 30	.808

30 - 34	.095
35 - 39	.123
40 - 44	.181
45 - 49	.269
50 - 54	.359
55 - 59	.572
60 - 64	1.176
65 - 69	1.724
70 - 74	1.956
75 - 79	1.956
80 - 84	1.956
85 - 89	1.956
90 - 94	1.956

GUL RATES FOR CHILDREN	
$5,000 coverage on each of your children	$1.00 per month
$10,000 coverage on each of your children	$2,00 per month

For example: If you and your spouse are age 34 and you wish to purchase coverage equal to 2 times your annual salary rate, equal to $50,000 and you purchase $20,000 of coverage for your spouse, your monthly payroll deduction will be $11.40.

$100,000/$1,000 = 100 x .095 = $9.50

$ 20,000/$1,000 = 20 x .095 = $1.90

$11.40

CASH ACCUMULATION FUND | FLEXIBLE COVERAGE & CONTRIBUTIONS | LUMP SUM DEPOSITS | WITHDRAWALS

When you first enroll, decide if you want to make regular contributions to the plan's Cash Accumulation Account. The money you put in your Cash Accumulation Account earns competitive interest that is credited to your account on a monthly basis. The interest rate may vary each quarter, but it is guaranteed never to drop below 4%.

The interest you earn in the Cash Accumulation Account is income tax-deferred. You pay income tax when you withdraw your money, but only on the amount withdrawn that exceeds your total contributions, including the cost of insurance. At the time of death only, Cash Accumulation Account proceeds are treated as a life insurance benefit and are not subject to federal income taxation.

A 2% charge to cover state-required life insurance premium tax must be collected as each new contribution into the Cash Accumulation Account is received. For example, if a $100 contribution is made, 2% or $2 is collected for the premium tax. The remaining $98 is credited to your account at current rates.

You decide how much life insurance you want for yourself, your spouse, and your dependents. If you set up a Cash Accumulation Account, you decide how much you want to contribute within the maximum limit.

The plan lets you make lump-sum contributions into your Cash Accumulation Account anytime, as long as your contribution is within the maximum allowed by tax law. Making lump-sum contributions helps you build cash more quickly. You earn the current rate of interest on an income tax-deferred basis. To find out what your maximum lump-sum contribution is, call Seabury & Smith's Customer Service Center, toll-free at: **1-800-642-5726**

Your maximum is based on tax law.

You can withdraw money from your Cash Accumulation Account at any time, for any reason. The minimum amount that you can withdraw from your account is $250. Simply make your request for withdrawal in writing to Seabury & Smith.

You may decide that you would rather take out a loan against the funds in your Cash Accumulation Account than make a withdrawal. The minimum amount you can borrow is $250 or your Cash Accumulation Account balance, if less.

If you decide to borrow from your account, you can arrange your own repayment schedule. The loan interest rate is 8% annually. While you are repaying your loan, you continue to earn 6% interest on the amount you borrowed. This gives you a net loan interest rate of only 2%. There is no transaction fee for loans. You, as the certificate holder, must request the loan in writing.

If you are on an unpaid leave of absence, you can continue your GUL Life Insurance coverage and contributions to your Cash Accumulation Account. Simply let Seabury & Smith know so that it can start billing you directly.

LOANS | UNPAID LEAVE OF ABSENCE

When you first enroll, decide if you want to make regular contributions to the plan's Cash Accumulation Account. The money you put in your Cash Accumulation Account earns competitive interest that is credited to your account on a monthly basis. The interest rate may vary each quarter, but it is guaranteed never to drop below 4%.

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TERMINATION OF COVERAGE | OPTIONS WHEN YOU LEAVE THE COMPANY | CONTINUING COVERAGE FOR YOUR SPOUSE

You may cancel your coverage at any time. You must write to Seabury & Smith and request the termination of coverage, providing them with your insurance certificate number.

Your request must be received by Seabury & Smith at least 31 days prior to your desired effective date of cancellation.

When you enroll in Group Universal Life, you become the owner of the policy. If you change jobs or retire, you can take the entire program with you. You must continue to pay premiums directly to Seabury & Smith on a quarterly basis if you want to keep the coverage. One of the benefits of Group Universal Life insurance is that even after you leave the company, you can still enjoy group rates.

Another option when you leave the company is to buy a paid-up policy. You can use some or all of your Cash Accumulation Account to purchase a specified amount of paid-up life insurance. With this option, you pay no further premiums and the specified amount of coverage you buy remains in force for life. If you buy a paid-up policy when you retire, you do not have to pay taxes on the earnings of the cash used to buy the policy. You can also use the money in the Cash Accumulation Account to supplement your retirement income.

Your spouse can continue his or her life insurance protection after your death. He or she should notify Seabury & Smith of the particular situation and the necessary forms to continue coverage will be provided.

When your child becomes ineligible as a rider to your or your spouse's certificate, he or she may request conversion to his or her own certificate. The eligible child must complete an enrollment form within 90 days of the date he or she becomes ineligible under the child rider. Contact Seabury & Smith for instructions on how to convert.

When filing a claim, a beneficiary should contact Seabury & Smith's Customer Service Representatives directly. A representative will send the beneficiary instructions and a Proof of Loss Form. The beneficiary should submit the request information to Seabury & Smith as soon as possible to expedite the claim.

If you commit suicide within two years of the effective date of your coverage, no death benefit will be payable from this Plan.

If you die, the insurance company will pay the benefit to your beneficiary once the claim is approved. If you die without naming a beneficiary or if your beneficiary is deceased, benefits will be paid to one of the following in the order listed:

1. Your spouse;
2. Your children
3. Your parents
4. Your brothers and sisters; or
5. Your estate.

Benefits under this plan do not replace or affect coverage under Workers' Compensation insurance.

CONVERTING A CHILD'S COVERAGE | HOW TO FILE A CLAIM | SUICIDE LIMITATION | HOW THE PLAN PAYS

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1. Your spouse;
2. Your children
3. Your parents
4. Your brothers and sisters; or
5. Your estate.

Benefits under this plan do not replace or affect coverage under Workers' Compensation insurance.

PERSONAL ACCIDENT INSURANCE (PAI) | ELIGIBILITY | ENROLLMENT | COVERAGE | COST

INTRODUCTION

The Personal Accident Insurance (PAI) Plan provides coverage 24 hours a day, worldwide. This is an optional employee paid plan and offers coverage for you and your spouse.

All regular employees working 20 hours a week or more are eligible to enroll. Temporary and hourly employees are not eligible.

You may enroll within 31 days after first becoming eligible. Your enrollment becomes effective the first day of the following calendar month.

If you elect not to enroll during the initial 31-day period, you can enroll at a later date with coverage becoming effective the first day of the following calendar quarter: January 1, April 1, July 1, or October 1.

If you elect coverage for yourself, you may also insure your spouse for an amount not to exceed 50 percent of your coverage.

When both spouses are employed by any of the sponsoring companies, you may be covered either as a spouse or an employee, but not as both.

You may elect coverage for yourself and for your spouse as follows:

- Your minimum coverage is $20,000.
- Your maximum coverage is 10 times your base annual salary rate rounded to the next higher $10,000, but not to exceed $250,000.
- Your spouse's coverage may be up to 50 percent of your coverage, with a minimum of $10,000.

Example: An employee whose base annual salary is $23,310 may enroll for a maximum PAI of $240,000 ($23,310 x 10) = $233,100, which rounds to $240,000). The employee's spouse can be covered for up to 50 percent of that amount, or $120,000.

The rates for this group coverage are based on experience and are paid in full by you, the participant. These rates may change from time to time.

Rates in effect as of June 30, 2003, are:

- $.22 per month per $10,000 of coverage for you, the employee, and
- $.37 per month per $10,000 of coverage for your spouse.

The following table lists the costs in effect on June 30, 2003:

Employee Insurance	Monthly Cost	Spouse Insurance	Monthly Cost
$20,000	$0.44	$10,000	$.37

$30,000	$0.66	$15,000	$.56
$40,000	$0.88	$20,000	$.74
$50,000	$1.10	$25,000	$.93
$60,000	$1.32	$30,000	$1.11
$70,000	$1.54	$35,000	$1.30
$80,000	$1.76	$40,000	$1.48
$90,000	$1.98	$45,000	$1.67
$100,000	$2.20	$50,000	$1.85
$110,000	$2.42	$55,000	$2.04
$120,000	$2.64	$60,000	$2.22
$130,000	$2.86	$65,000	$2.41
$140,000	$3.08	$70,000	$2.59
$150,000	$3.30	$75,000	$2.78
$160,000	$3.52	$80,000	$2.96
$170,000	$3.74	$85,000	$3.15
$180,000	$3.96	$90,000	$3.33
$190,000	$4.18	$95,000	$3.52
$200,000	$4.40	$100,000	$3.70
$210,000	$4.62	$105,000	$3.89
$220,000	$4.84	$110,000	$4.07
$230,000	$5.06	$115,000	$4.26
$240,000	$5.28	$120,000	$4.44
$250,000	$5.50	$125,000	$4.63

The following amounts are payable for bodily injury caused directly and exclusively by external, violent and purely accidental means that results in a covered individual's death, or in the loss of hand, foot, or eyesight:

Loss:	**Amount Payable**
Loss of Life	Full amount for which you are entitled
Loss of hand, foot or sight of one eye*	One-half the amount for which you are enrolled
*For loss of one hand by severance at or above the wrist joint, or above the ankle joint, or total and irrecoverable loss of sight of one eye.	

CHANGING YOUR PAI COVERAGE | LIMITATION | TOTAL DISABILITY | WHAT IS NOT COVERED | CONTINUATION OF PERSONAL ACCIDENT INSURANCE DURING ABSENCES | PAI AND DISABILITY

You can change the amount of coverage for you and/or your spouse effective the first day of a calendar quarter by submitting a new PAI enrollment card to Benefits Administration at least two weeks before the effective date.

You may stop participation for you and/or your spouse at any time by written notification to Benefits Administration. In such cases, coverage will cease on the last day of the week or month for which you made the last required contribution.

PAI benefits will be payable only if the accident occurs while insured and the loss occurs within 90 days after the accident. Under certain conditions, however, death benefits may be payable beyond 90 days as described below.

For any one accident, the maximum amount payable under this policy will be the amount which would be payable for loss of life.

COVERED EMPLOYEE ONLY:

If, before your 60th birthday, you become totally and permanently disabled as a result of a covered accident, and you remain totally disabled until you die, the principal sum will be paid regardless of the cause of death, provided death occurs more than 90 days after the accident

PAI DOES NOT COVER:

- loss or disability caused by bodily or mental infirmity;
- disease or surgical treatment that is not a result of an accident of the type covered by the Plan;
- suicide or any attempt thereof while sane or insane;
- intentionally self-inflicted injury, while sane or insane;
- act of war;
- operating, learning to operate, or acting as a pilot or crew member of an aircraft; or
- participation in, or in consequence of having participated in, the committing of a felony.

IF YOU ARE LAID OFF:

Your PAI coverage(s) may be continued for up to one year following your layoff provided your service is maintained and you pay the required monthly premium in advance.

Your PAI coverage(s) may be continued during an approved leave of absence (except for military service) provided you pay the required monthly contribution in advance.

If you go on leave of absence for military service, coverage will be continued only through the end of the period covered by the last monthly contribution made while an active employee.

If you were enrolled in PAI at the time of your disability, your PAI will be continued for the length of your disability, up to a maximum of one year, provided your continuity of service is maintained and you pay the required contribution in advance.

You may designate any beneficiary you choose for your PAI coverage. Beneficiary Designation forms are available from Benefits Administration.

In the event of your accidental death, proceeds will be payable to the beneficiary(ies) you have designated. All benefits other than for loss of life are payable to you, the employee. If there is a part of your insurance for loss of life for which there is no named beneficiary living at your death, that part will be paid in a lump sum to the survivors in the first surviving class of those that follow:

- your spouse;
- children;
- parents; or
- brothers and sisters.

If none survives, that part will be paid in a lump sum to your estate.

If your insurance for loss of life under this Group Policy replaces another group policy, the beneficiary named under the replaced policy will be in effect until you name a beneficiary under this Group Policy or change your beneficiary as set forth above.

If a minor has no legal guardian, that minor's share may be paid to the adult or adults who, in CIGNA's opinion, have assumed the custody and support of the minor. Payment may be made at a rate up to $50 a month.

You, the employee, are automatically your spouse's beneficiary for PAI, if living. Otherwise, such benefits are payable to your spouse's estate.

You or your beneficiary should contact Benefits Administration for assistance in filing a claim.

Personal Accident Insurance coverage will end when:

- you no longer meet the eligibility requirements;
- you terminate your employment with any of the Sponsoring companies;
- the Plan is terminated; or
- you cease to pay the required contribution.

The Personal Accident Insurance Plan has no conversion provision.

BENEFICIARIES | HOW TO FILE A PAI CLAIM | WHEN YOUR COVERAGE ENDS | PAI CONVERSION

You can change the amount of coverage for you and/or your spouse effective the first day of a calendar quarter by submitting a new PAI enrollment card to Benefits Administration at least two weeks before the effective date.

You may stop participation for you and/or your spouse at any time by written notification to Benefits Administration. In such cases, coverage will cease on the last day of the week or month for which you made the last required contribution.

PAI benefits will be payable only if the accident occurs while insured and the loss occurs within 90 days after the accident. Under certain conditions, however, death benefits may be payable beyond 90 days as described below.

For any one accident, the maximum amount payable under this policy will be the amount which would be payable for loss of life.

COVERED EMPLOYEE ONLY:

If, before your 60th birthday, you become totally and permanently disabled as a result of a covered accident, and you remain totally disabled until you die, the principal sum will be paid regardless of the cause of death, provided death occurs more than 90 days after the accident

PAI DOES NOT COVER:

- loss or disability caused by bodily or mental infirmity;
- disease or surgical treatment that is not a result of an accident of the type covered by the Plan;
- suicide or any attempt thereof while sane or insane;
- intentionally self-inflicted injury, while sane or insane;
- act of war;
- operating, learning to operate, or acting as a pilot or crew member of an aircraft; or
- participation in, or in consequence of having participated in, the committing of a felony.

IF YOU ARE LAID OFF:

Your PAI coverage(s) may be continued for up to one year following your layoff provided your service is maintained and you pay the required monthly premium in advance.

Your PAI coverage(s) may be continued during an approved leave of absence (except for military service) provided you pay the required monthly contribution in advance.

If you go on leave of absence for military service, coverage will be continued only through the end of the period covered by the last monthly contribution made while an active employee.

If you were enrolled in PAI at the time of your disability, your PAI will be continued for the length of your disability, up to a maximum of one year, provided your continuity of service is maintained and you pay the required contribution in advance.

You may designate any beneficiary you choose for your PAI coverage. Beneficiary Designation forms are available from Benefits Administration.

In the event of your accidental death, proceeds will be payable to the beneficiary(ies) you have designated. All benefits other than for loss of life are payable to you, the employee. If there is a part of your insurance for loss of life for which there is no named beneficiary living at your death, that part will be paid in a lump sum to the survivors in the first surviving class of those that follow:

- your spouse;
- children;
- parents; or
- brothers and sisters.

If none survives, that part will be paid in a lump sum to your estate.

If your insurance for loss of life under this Group Policy replaces another group policy, the beneficiary named under the replaced policy will be in effect until you name a beneficiary under this Group Policy or change your beneficiary as set forth above.

If a minor has no legal guardian, that minor's share may be paid to the adult or adults who, in CIGNA's opinion, have assumed the custody and support of the minor. Payment may be made at a rate up to $50 a month.

You, the employee, are automatically your spouse's beneficiary for PAI, if living. Otherwise, such benefits are payable to your spouse's estate.

You or your beneficiary should contact Benefits Administration for assistance in filing a claim.

Personal Accident Insurance coverage will end when:

- you no longer meet the eligibility requirements;
- you terminate your employment with any of the Sponsoring companies;
- the Plan is terminated; or
- you cease to pay the required contribution.

The Personal Accident Insurance Plan has no conversion provision.

INTRODUCTION TO TRAVEL ACCIDENT INSURANCE | ELIGIBILITY | ENROLLMENT | YOUR COST | BENEFITS | BENEFICIARY | HOW TO FILE A CLAIM | WHEN YOUR COVERAGE ENDS

All employees of the Sponsoring Companies are automatically covered under this Plan. This coverage will not apply to accidents of employees whose principal job assignments are piloting Company-owned or Company-operated aircraft or the driving of cars, trucks or other Company-owned or leased vehicles if the accident occurred during such assignments.

You do not have to submit an enrollment card for this insurance.

This insurance is entirely Company paid. There is no cost to you.

The amount of Travel Accident Insurance is two times your base annual salary, subject to a minimum of $50,000 and maximum of $250,000, and is payable for loss of life or the loss of one or more members shown below:

TRAVEL ACCIDENT INSURANCE SCHEDULE	
Life	The principal sum
Both hands, both feet or irrecoverable loss of sight of both eyes*	The principal sum
One hand and one foot	The principal sum
One hand and irrecoverable loss of sight of one eye	The principal sum
One foot and irrecoverable loss of sight of one eye.	Half the principal sum
One hand or one foot	Half the principal sum
Irrecoverable loss of sight of one eye	Half the principal sum
*Loss of hand or foot means actual severance at or above the wrist or ankle joint, loss of eye means irrecoverable loss of sight.	

All benefits are paid for bodily injury caused solely through violent external and accidental means provided that the death or loss took place within 180 days after the injury and was not caused directly or indirectly by disease, self-inflicted injury, war or any act of war, or incurred during commutation travel or during travel in any Company-owned or Company-operated aircraft.

Your beneficiary(ies) is the same individual(s) you designated for your Basic Life Insurance Plan. If no such designation exists, benefits shall be payable to the estate of the insured employee.

In the event of a loss, Benefits Administration will assist you or your beneficiary(ies) in filing a claim.

When you terminate your employment with any of the Sponsoring Companies for any reason or if your continuity of service id broken for any reason, your coverage will automatically cease.