PLAINTIFF'S EXHIBIT

MET-780

ployer: RAYBESTOS-MANHATTAN, INC.

up Policy No. 8577-G Effective Date of Rider: June 25, 1968

GROUP SUPPLEMENTAL MEDICAL EXPENSE INSURANCE RIDER

Personal and Dependent Benefits

Issued By

METROPOLITAN LIFE INSURANCE COMPANY
(Herein called the Insurance Company)

Insurance is provided by this Rider only with respect to Employees Dependents in the following classes who have become eligible for any coverage er the Act (as hereinafter defined) and with respect to whom insurance would other- e be provided under the Medical Expense Insurance - Extended Coverage provisions of Group Policy if they had not become eligible for coverage under said Act:

Employees of Manhattan Rubber Division at Passaic,

New Jersey, and Dependents of such Employees

Section N-1. Definitions.--

"Act" means Title XVIII of the Social Security Act of the United States as ted or thereafter amended.

"Medical Expense Insurance - Extended Coverage provisions of the Group Policy", sed in this Rider, refers to Medical Expense Insurance - Extended Coverage Supplemen- Agreement Form G.8297.

"Non-occupational injury" means any injury not arising out of or in the se of any employment for wage or profit.

"Non-occupational sickness" means any sickness not entitling the person who contracted the sickness to benefits under any workmen's compensation or occupational ase law.

"Spell of Illness" has the meaning specified therefor in the Act.

"Extended Care Facility" has the meaning specified therefor in the Act.

"Physician" or "surgeon" means a person legally licensed to practice medicine.

Section E-2. Benefit Provisions.--

(A) INSURING CLAUSE.--If an Employee or Dependent, while insurance on his account is in effect hereunder, incurs Covered Medical Expenses as a result of non-occupational injury or non-occupational sickness, the Insurance Company shall pay, subject to the terms and limitations hereof, benefits in an amount equal to the applicable Insured Proportion of the amount by which such expenses incurred on account of the Employee or on account of the Dependent during a calendar year exceed the applicable Deductible Amount.

(1) The aggregate of the payments hereunder for all Covered Medical Expenses incurred on account of an Employee or a Dependent shall not exceed the Maximum Aggregate Benefit applicable to such Employee or Dependent. If, at any time after benefits of at least $1,000 have been paid for Covered Medical Expenses incurred on account of an Employee or a Dependent, the Employee submits at his own expense evidence, satisfactory to the Insurance Company, of the insurability of the person on whose account such amount of benefits was paid, the amount of benefits paid for such expenses incurred prior to the date as of which such evidence is submitted shall be disregarded in any subsequent application of the provisions of the preceding sentence, of this sentence, and of item (2) of this subsection (A).

(2) The Supplemental Medical Expense Insurance on account of an Employee or a Dependent shall automatically cease on the date as of which Covered Medical Expenses are incurred on account of such Employee or Dependent in an amount such that the total payment for such expenses shall equal the Maximum Aggregate Benefit applicable to such person. The Supplemental Medical Expense Insurance on account of any such person may be reinstated only if the Employee submits at his own expense evidence of insurability of such person satisfactory to the Insurance Company.

The date on which a service is received or rendered will be considered the date on which any expense for such service is incurred.

(B) COVERED MEDICAL EXPENSES.--"Covered Medical Expenses" means the following expenses for medical services which are rendered for treatment of inury or sickness and which are performed or prescribed by a physician or surgeon, but only to the extent that such expenses are reasonable, necessary and customary:

(1) Expenses for private-duty services of a registered graduate nurse, or of a licensed practical nurse if a registered graduate nurse is not available, other than a nurse who ordinarily resides in the Employee's home or who is a member of the Employee's immediate family.

(2) Expenses for drugs and medicines dispensed by a licensed pharmacist on a physician's prescription other than

(a) Those provided by a hospital or Extended Care Facility.

(b) Those which cannot be self-administered and which are furnished as an incident to professional services of a physician or surgeon.

(C) EXCLUSIONS.--The following expenses are not Covered Medical Expenses:

(a) Expenses for services rendered to an Employee or Dependent prior to the date the insurance hereunder becomes effective with respect to such Employee or Dependent.

(b) Expenses for services in connection with cosmetic surgery or treatment except that expenses for such services required for correction of damage caused by accidental injury sustained by the Employee or Dependent while insurance is in force on his account shall not be excluded if they otherwise qualify as Covered Medical Expenses.

(c) Expenses for services received as a result of injury or sickness due to an act of war, declared or undeclared, unless such act occurred prior to the effective date of the Medical Expense Insurance - Extended Coverage provisions of the Group Policy.

(d) Expenses which neither the Employee nor the Dependent incurs a legal obligation to pay.

(e) Expenses to the extent of benefits or services otherwise provided under the Group Policy or under any other hospital, surgical or medical group insurance or group prepayment plan.

(f) Expenses for any services to the extent that benefits are available under the Act, under any plan or program established pursuant to the laws or regulations of any government, or under any plan or program in which any government participates other than as an employer. Any benefits hereunder will be computed in accordance with the provisions hereof taking into account only that part of the expenses for such confinement or services for which benefits are not available in any form under such Act, plan or program. In the case of any person who is not enrolled for all coverage for which he has become eligible under such Act, plan or program, benefits available will nevertheless include all benefits to which he would be entitled if he were enrolled for all such coverage. "Any government" includes the federal, state, provincial, or local government or any political subdivision thereof of the United States or any other country. This paragraph does not apply to any such plan or program which requires that insurance benefits be utilized before any benefits are available thereunder.

: benefits have been paid hereunder on account of services received by the Employee or by a Dependent and thereafter it is established that the charges for such serv- :es were not paid by the Employee or the Dependent, or said Employee · Dependent was otherwise reimbursed therefor, the Insurance Company shall be entitled · a refund of the amount of the benefits paid which is in excess of the benefits that ·uld have been payable based on the actual charges incurred and paid by the Employee or the Dependent.

(D) DEDUCTIBLE AMOUNT.--The Deductible Amount for Covered Medical Expenses incurred during each calendar year shall be the amount applicable in accordance with subsection (E) of this Section.

If as a result of one accident, an Employee and his Dependent incur Covered Medical Expenses, the Deductible Amounts for such Covered Medical Expenses incurred during the calendar year in which the accident occurs shall not exceed the amounts specified as the Deductible Amounts for the Employee.

Covered Medical Expenses incurred on account of an Employee or a Dependent during the last three months of a calendar year that are applied to all or part of the Deductible Amount for that calendar year, shall also be applied to the Deductible Amount on account of such person for the next calendar year.

(E) SCHEDULE OF INSURANCE AND INITIAL PREMIUM RATES.--

Benefits

	Employee and each Dependent
Deductible Amount	$100
Insured Proportion	80%
Maximum Aggregate Benefit for one Medical Expense Period	$5,000.00
Maximum Aggregate Benefit	$10,000.00

Initial Monthly Premium Rates

Each Employee	Each Dependent
2.25	2.25

Form 0.9334

Section N-3. Payment of Claim.--

All benefits provided in this Rider shall be paid to the Employee as they accrue upon receipt of written proof that the medical expenses for which claim is made were actually incurred on the dates specified and that the services were recommended and approved by a physician or surgeon. Such proof must be furnished to the Insurance Company not later than ninety days after the end of the calendar year in which such medical expenses were incurred. Failure to furnish such proof within the time provided in this Rider shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as reasonably possible.

Section N-4. Covered Medical Expenses Incurred after Cessation of Insurance.--

If an Employee or Dependent, at the date of the cessation of the Supplemental Medical Expense Insurance on his account, is totally disabled as a result of injury or sickness and, while still so totally disabled and within the calendar year in which such cessation occurs or the calendar year after such cessation, incurs Covered Medical Expenses, the Employee will be entitled to whatever benefits would have been payable hereunder in consequence of such expenses had such insurance continued in force without change to the date such expenses are incurred

Section N-5. Computation and Payment of Premiums.--

During the period this Rider is in effect, premiums based upon the rates then in effect as to the insurance provided hereunder, are due at the same time, are payable in the same manner, and are subject to the same conditions as the premiums for the Medical Expense Insurance - Extended Coverage under the Group Policy.

Section N-6. Additional Provisions.--

This Rider is attached to and made part of said Group Policy as of the effective date of the Rider indicated on the first page hereof.

The Medical Expense Insurance - Extended Coverage provisions of the Group Policy apply to the insurance provided under this Rider except as may be specifically provided otherwise by the preceding provisions of this Rider and except that the insurance clause and provisions regarding benefits which are applicable to the Medical Expense Insurance - Extended Coverage under the Group Policy shall not apply to insurance provided by this Rider.

IN WITNESS WHEREOF, Metropolitan Life Insurance Company has caused this Rider to be executed to take effect as of the effective date of the Rider indicated on the first page hereof.

Walter E. Hollenbeck
Secretary

Charles G. Siegfried
President.

Form G.9334