FILE NAME: Metropolitan Life (ML)

DATE: 0000

DOC#: ML038

DOCUMENT DESCRIPTION: Group Policy Details for Raybestos - Manhattan - Date Illegible

14a

PHL-356
St.
4/19/39

(HEREIN CALLED THE INSURANCE COMPANY)

GROUP POLICY No. 8577-G....

IN CONSIDERATION

of the application for this Policy made by

PAYNE-SPARTAN, INC. .....

(HEREIN CALLED THE EMPLOYER)

a copy of which application is attached hereto and made a part hereof, and in consideration of the payment by the Employer of the initial premium and of the payment hereafter by the Employer during the continuance of this Policy, of all premiums when they fall due as hereinafter provided,

THEREBY AGREES

to make the payments herein provided, with respect to such Employees insured hereunder, in accordance with and subject to the provisions of this Policy.

The Provisions appearing on the pages of this Policy are as fully as if recited over the signatures hereto affixed.

In Witness Whereof, the Metropolitan Life Insurance Company has caused this Policy to be executed this ... day of ..., 1939 ... to take effect as of the ... 1st ... day of ... December, 1956, ~~at the~~ ~~insurance~~ the ~~commencement~~ date in accordance with Group Policy No. 8577-G bearing date of May 29, 1939 which last mentioned date is hereby declared to be the date of issue of this Policy.

W. H. Kenney
Secretary.

F. H. Ecker
President.

(Group ...)

Life Insurance—Accidental Death Insurance
Personal and Dependents' ... Insurance
Personal and ... Insurance
Personal and Dependents' ... for Physicians' Attendance

Countersigned by

.....
Authorized Distributing Officer

Form G.L.H. 1931
Jan. 1940
PRINTED IN U.S.A.

21

Schedule A

Attached to Group Policy No. 8577-G as a part thereof.

Unit or Class

Manhattan Rubber Division

Salaried Employees
Employees at Neenah, Wisconsin
—Employees subject to the Bargaining Agreement between Manhattan Rubber Workers Independent Union, Inc. and the Manhattan Rubber Division
—Employees who are members of Manhattan Lodge 1679, International Association of Machinists
Employees on the Main Office Payroll

Section 1. DEFINITION OF THE WORD "EMPLOYEE".—The word "Employee" as used in this Policy means a full-time employee who is directly employed and compensated for services by the Manhattan Rubber Division, the United States Asbestos Division, the General Asbestos and Rubber Division, the Raybestos Division, or the Wabash Division of the Employer.

Section 2. ELIGIBILITY OF EMPLOYEES FOR INSURANCE UNDER THIS POLICY.—(A) Applicable to Employe of the Wabash Division.—Each Employee who on December 1, 1956 has completed three months of accumulated service within twelve months of his date of employment is eligible for insurance hereunder on December 1, 1956. Each Employee who has not completed such period of accumulated service on December 1, 1956 and each Employee employed subsequent to December 1, 1956 shall be eligible for insurance hereunder on the day immediately following the date of completion of three months of accumulated service within twelve months of his date of employment.

(B) Applicable to all other Employees.—Each Employee who has completed three months of continuous service prior to December 1, 1956 is eligible for insurance hereunder on December 1, 1956. Each Employee who has not completed three months of continuous service prior to December 1, 1956 and each Employee employed subsequent to December 1, 1956 shall be eligible for insurance hereunder on the day immediately following the date of completion of three months of continuous service.

Applicable to Employees of the units and classes specified in Schedule A hereof.—Notwithstanding anything in Section 3 hereof to the contrary, the Life Insurance hereunder on any Employee who was

(Continued on reverse side)

Section 3. EFFECTIVE DATES OF INSURANCE.—An Employee may become insured hereunder only by making written request to the Employer on forms furnished by the Insurance Company. The insurance on any Employee who makes such request on or before the date of his eligibility shall become effective on the date of his eligibility, provided x x he is actively at work on the date of his eligibility. The insurance on any Employee who makes such request after the date of his eligibility and on or before the thirty-first day following the date of his eligibility, or on or before the thirty-first day following the date of his return to active work if he is not actively at work on the date of his eligibility, shall become effective, provided he is then actively at work, on the x x date of such request. Any Employee making such request after such thirty-first day and any Employee requesting reinstatement of his insurance hereunder after his insurance hereunder has been discontinued in accordance with item (a) of Section 5 hereof, must furnish at his own expense evidence of insurability satisfactory to the Insurance Company before he may be insured hereunder. Any such insurance shall become effective, provided the Employee is then actively at work, on the x x date the Insurance Company accepts as satisfactory such evidence of insurability. The insurance on any Employee not actively at work on the date when his insurance hereunder would otherwise become effective shall become effective on the next following day on which he is actively at work.

Section 4. EMPLOYEES' CONTRIBUTIONS.—No Employee insured hereunder shall be required to contribute to the cost of his insurance more than the maximum amount specified in Section 6 hereof in accordance with the insurance in force hereunder on his account.

Section 5. CESSATION OF INSURANCE.—(A) As to the Life Insurance hereunder:—The Life Insurance on any Employee insured hereunder shall automatically cease on the date of the termination of his employment. Termination of employment, for the purposes of Life Insurance hereunder, means cessation of active work as an Employee as defined in Section 1 hereof, except that

(i) in case of the absence of an Employee from active work because of sickness, injury or retirement on pension, his employment may, for the purposes of his Life Insurance hereunder, be deemed to continue until terminated by the Employer, or

(ii) in case of the absence of an Employee from active work because of leave of absence or temporary lay-off, his employment may, for the purposes of his Life Insurance hereunder, be deemed to continue until terminated by the Employer but in no case beyond the expiration of a period of (a) six months as to an Employe of United States Asbestos Division, (See bel such leave of absence or lay-off commenced.

In the case of either of the above exceptions, the Life Insurance hereunder on such Employee shall automatically cease on the date of such termination of his employment by the Employer, as evidenced to the Insurance Company by the Employer, whether by notification or by cessation of premium payment on account of such Employee's Life Insurance hereunder.

As to the Accident and Health Insurance hereunder:—The Accident and Health Insurance on any Employee insured hereunder shall automatically cease on the date of the termination of his employment, except that an Employee's Accident and Health Insurance hereunder shall continue during any period for which he is entitled to receive Weekly Benefits hereunder. Termination of employment, for the purposes of Accident and Health Insurance hereunder, means cessation of active work as an Employee as defined in Section 1 hereof, except that

(i) in case of the absence of an Employee from active work because of sickness or injury, his employment may, for the purposes of his Accident and Health Insurance hereunder, be deemed to continue until terminated by the Employer, or

and (ii) two months as to any (2) other Employee, following the date

CONTRIBUTORY INSERT

G.L.H. 1931—1-40
PRINTED IN U.S.A.

insured hereunder on the date applicable to his unit or class as specified in Schedule A hereof shall become effective on the later of (a) the date applicable to his unit or class as specified in Schedule A hereof and (b) the date of his eligibility for such insurance hereunder, provided he is actively at work on such later date and if not then actively at work, on the date of his return to active work.

For the purposes of determining effective dates of Accident and Health Insurance in accordance with Section 3 hereof, all Employees insured in New York State shall be deemed to have made written request for Accident and Health Insurance hereunder prior to the date of their eligibility therefor.

(ii) in case of the absence of an Employee from active work because of temporary lay-off, his employment may, for the purposes of his Accident and Health Insurance hereunder, be deemed to continue until terminated by the Employer but in no case beyond the expiration of a period of two months following the date such lay-off commenced.

In the case of either of the above exceptions, the Accident and Health Insurance hereunder on such Employee shall automatically cease on the date of such termination of his employment by the Employer, as evidenced to the Insurance Company by the Employer, whether by notification or by cessation of premium payment on account of such Employee's Accident and Health Insurance hereunder.

(b) The Insurance on any Employee insured hereunder who shall have notified the Employer that his insurance hereunder is to be discontinued shall automatically cease on the date such notice of discontinuance is received by the Employer. If any Employee fails to make any contribution when due, as required by the Employer, to the cost of his insurance hereunder, his insurance hereunder shall automatically cease on the date of the expiration of the last period for which he made such contribution.

(c) The Accident and Health Insurance on any disabled Employee insured hereunder shall automatically cease on the date of expiration of the maximum number of weeks for which Weekly Benefits are payable hereunder on account of such Employee's disability. The Accident and Health Insurance hereunder on any such Employee shall be reinstated only if and when he returns to active work for the Employer on full time.

(d) In any event all insurance hereunder shall automatically cease upon the discontinuance of this Policy.

Section 6. AMOUNT OF INSURANCE.—The amount of insurance hereunder on any Employee shall be in accordance with the schedule set forth below and any increase or decrease in the amount of such insurance, in accordance with said schedule, shall become effective, provided the Employee is then actively at work, on the February 1st, May 1st, August 1st and November 1st of each year depending upon the Employee's classification as of such preceding calendar quarter as to Employees at Manheim, Pennsylvania, and in the case of any other Employee on the date of change in the Employee's occupational class if such Employee is not then actively at work, such change in the amount of insurance shall become effective on the next following day on which he is actively at work. Any decrease in the amount of the Employee's Life Insurance due to his retirement shall become effective on the date of his retirement.

SCHEDULE OF INSURANCE AND EMPLOYEES' MAXIMUM CONTRIBUTIONS

Class	Life Insurance	Accident and Health Insurance (Weekly Benefit)*
Employees of a class or unit specified in Schedule A hereof, except such Employees at Neenah, Wisconsin	$4,000.00	$28.00
Employees at Neenah, Wisconsin	3,000.00	28.00
Employees employed at Manheim, Pennsylvania with weekly earnings (as determined by the Employer) of:		
$50.00 or more	3,000.00	35.00
Less than $50.00	3,000.00	31.50
Employees of General Asbestos and Rubber Division	2,000.00	30.00
Employees of Raybestos Division	No Insurance	35.00
All other Employees	2,000.00	28.00

*No Accident and Health Insurance is provided hereunder for any Employees employed in New Jersey.

Any Employee employed in New York State who does not make written request for Life Insurance hereunder shall be insured hereunder for Accident and Health Insurance only.

The amount of Life Insurance as to any Employee of (i) Manhattan Rubber Division, (ii) Wabash Division, or (iii) General Asbestos and Rubber Division retired on or subsequent to (i) October 15, 1951, but prior to the date specified in the next following sentence, (ii) September 22, 1952, or (iii) January 2, 1953, respectively, shall be $1,000.00. For the Manhattan Rubber Division, the amount of Life Insurance as to (i) Salaried Employees, other than Employees on the Main Office Payroll, and Employees subject to the Bargaining Agreement between Manhattan Rubber Workers Independent Union, Inc., (ii) Employees who are members of Manhattan Lodge 1679, International Association of Machinists, and (iii) Main Office Payroll Employees retired on or subsequent to (i) October 28, 1955, (ii) November 25, 1955, or (iii) January 1, 1956, respectively, shall be 50% of the amount for which such Employee was insured hereunder on the day immediately preceding the date of his retirement. The amount of Life Insurance as to any other retired Employee shall be the amount of Life Insurance in force on his account hereunder on the day immediately preceding the date of his retirement.

No retired Employee and no Employee of a class or unit specified in Schedule A hereof shall be required to contribute to the cost of the Life Insurance. The amount which any other Employee may contribute to the cost of the Life Insurance shall not exceed $0.60 per month ($0.14 per week in the case of any Employee who contributes weekly) per $1,000 of Life Insurance and the amount which any Employee may contribute to the cost of the Accident and Health Insurance shall not exceed the premium charged for the amount of his Accident and Health Insurance, subject to such further limitation otherwise provided for Employees employed in the State of New York.

Each Employee whose Life Insurance hereunder is reduced because of his retirement, shall have the same privilege, on the date of such reduction with respect to the excess of,

(a) the amount of Life Insurance for which such Employee was insured hereunder on the day immediately prior to the date of such reduction, over

(b) the amount of Life Insurance for which such Employee may be insured hereunder on and after the date of such reduction

as is applicable upon termination of employment, as set forth in Section 9 hereof.

G.L.H.1931-1-40
Printed in U.S.A

Section 7. INSURING CLAUSES.—(A) LIFE INSURANCE.—Upon receipt by the Insurance Company of satisfactory proof, in writing, that any Employee insured hereunder shall have died while an Employee of the Employer, as defined in Section 1 hereof, the Insurance Company shall pay, subject to the terms hereof, to the Beneficiary of record of such Employee, the amount of Life Insurance, if any, in force hereunder on account of such Employee, in accordance with Section 6 hereof, at the date of his death.

(B) ACCIDENT AND HEALTH INSURANCE.—Upon receipt by the Insurance Company of notice and satisfactory proof, as required herein, that any Employee while insured hereunder shall have become wholly and continuously disabled so as to be prevented from performing any and every duty of his occupation by either (A) any injury [redacted] arising out of or in the course of any employment for wage or profit, or (B) [redacted] and that during the period of such disability such Employee shall have been under treatment therefor by a physician legally licensed to practice medicine,

THE INSURANCE COMPANY SHALL PAY to such disabled Employee, subject to the terms and limitations hereof, the Weekly Benefits to which he shall be entitled in accordance with Section 6 hereof, during the period the Employee is so disabled and under such treatment, provided, however, that

(i) in no case shall such Weekly Benefits be payable for the first seven days of disability and

(ii) in no case shall such Weekly Benefits be payable for more than * weeks for any one continuous period of disability whether from one or more causes, or for successive periods of disability due to the same or related cause or causes.

For all disabilities commencing on or after the Employee's sixtieth birthday and within any twelve consecutive months, a total of not more than twenty-six weeks' benefits shall be paid in the case of an Employee employed in New York State or at the Wabash Division and in the case of any other Employee, a total of not more than thirteen weeks' benefits shall be paid.

For disability caused by any one pregnancy or resulting childbirth or complications, not more than six weeks' benefits shall be paid; provided, however, that no payment of any kind shall be made for such disability if the pregnancy existed on the effective date of the Employee's Accident and Health Insurance hereunder.

ENDORSEMENT

Subject to due proof of claim, the Weekly Benefits will be paid to the Employee each week during any period of disability for which such Benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

*twenty-six weeks as to any Employee employed in New York State or at the Wabash Division, and as to any other Employee, thirteen

(3)

Section 8. DEATH BENEFIT IN THE EVENT OF TOTAL DISABILITY.—

1. If any Employee, while insured hereunder and prior to his sixtieth birthday, becomes totally disabled as a result of bodily injury or disease so as to be wholly prevented thereby from engaging in any and every business or occupation and from performing any work for compensation or profit, and continues to be so totally disabled uninterruptedly beyond the termination of his employment and until the date of his death, then upon receipt of satisfactory proof of such death (and provided no Death Benefit is payable under the provisions of subsection 2 of Section 9 hereof), the Insurance Company shall pay to the Beneficiary of record the amount of the Employee's Life Insurance in force hereunder at the date of the termination of his employment, provided

   (A) that initial satisfactory proof that such total disability exists and has continued uninterruptedly for at least nine months is submitted either before the termination of the Employee's employment (as defined in item (A) of Section 5 hereof) or within one year thereafter, and

   (B) that acknowledgement of the receipt of such initial satisfactory proof is endorsed on the Employee's certificate by the Insurance Company, and

   (C) that each year, within the three months preceding the anniversary of such endorsement, during the entire remainder of the Employee's lifetime, further satisfactory proof is submitted that such total disability continues, and

   (D) that upon the death of the Employee, satisfactory proof is submitted that such total disability continued to the date of his death.

   If, however, the Employee's death occurs within one year after the termination of his employment and before any such proofs have been submitted, then satisfactory proof that the Employee was totally disabled uninterruptedly from the date of the termination of his employment to the date of his death must be submitted within one year after the date of his death.

2. All such proofs of total disability and of death must be submitted in writing to the Insurance Company at its Home Office or at one of its Head Offices on the initiative of the disabled Employee or by someone on his behalf, without any obligation on the part of the Insurance Company to request any such proof.

3. Whenever proof of the Employee's total disability is submitted, the Insurance Company shall have the right and opportunity to have him examined by physicians designated by it.

4. If the Employee ceases to be so totally disabled or fails to submit any required proof within the time prescribed therefor, his rights under this Section shall automatically and immediately cease.

G.L.H. 1931—1-40
Printed in U.S.A.

All statements made by the Employer shall, in the absence of fraud, be deemed representations and not warranties and no such statement shall avoid the insurance or reduce benefits under this Policy or be used in defense of a claim hereunder unless it is contained in the written application.

Section 12. AGENTS; ALTERATIONS.—No Agent is authorized to alter or amend this Policy, to accept premiums in arrears or to extend the due date of any premium, to waive any notice or proof of claim required by this Policy, or to extend the date before which any such notice or proof must be submitted.

No change in this Policy shall be valid unless approved by an executive officer of the Insurance Company and evidenced by endorsement hereon, or by amendment hereto signed by the Employer and by the Insurance Company.

Section 13. CERTIFICATES.— The Insurance Company will issue to the Employer, for delivery to each Employee insured hereunder, an individual certificate which shall state the insurance to which such Employee is entitled under this Policy and to whom benefits are payable, and shall summarize the provisions of this Policy principally affecting the Employee.

The certificate delivered to an Employee insured hereunder shall be surrendered to the Insurance Company after the death of the Employee before the Insurance Company shall pay any benefits to his Beneficiary. Such certificate must be returned to the Insurance Company for appropriate endorsement or exchange before the Employee may exercise any privileges hereunder. The word "certificate" as used in this Policy includes certificate riders and certificate supplements, if any.

Section 14. CHANGE OF BENEFICIARY.—Any Employee insured hereunder may, from time to time, change the Beneficiary designated in his certificate by filing written notice thereof with the Insurance Company. accompanied by the certificate of such Employee. Such change shall take effect upon endorsement thereof by the Insurance Company on such certificate and unless the certificate is so endorsed, the change shall not take effect. After such endorsement, the change shall relate back and take effect as of the date the Employee signed said written notice of change, whether or not the Employee is living at the time of such endorsement, but without prejudice to the Insurance Company on account of any payment made before receipt of such written notice.

If, at the death of any Employee insured hereunder, there shall be more than one designated Beneficiary, then, unless such Employee shall have specified the respective interests of such Beneficiaries, the interests of such Beneficiaries shall be several and equal. If any designated Beneficiary shall predecease the Employee, the rights and interest of such Beneficiary shall thereupon automatically terminate. If, at the death of the Employee, there be no designated Beneficiary as to all or any part of the insurance, then the amount of the insurance payable for which there is no designated Beneficiary shall be payable to the estate of the Employee, provided, however, that the Insurance Company may, in such case, at its option, pay such amount to any one of the following surviving relatives: wife, husband, mother, father, child or children, and payment to any one or more of such surviving relatives shall completely discharge the Insurance Company's liability with respect to the amount of insurance so paid.

If an individual policy shall have been issued pursuant to application made in accordance with Section 9 hereof, the designation by the Employee of a Beneficiary under such individual policy, other than the Beneficiary of record of the Employee hereunder, shall, notwithstanding any other provision of this Section to the contrary, effect a change of Beneficiary hereunder to the Beneficiary of record under such individual policy, regardless of whether or not such change is endorsed on the Employee's certificate.

Section 15. ASSIGNMENT.—The Employee's certificate is non-assignable and the insurance and benefits with respect to any coverage are non-assignable prior to a loss under such coverage.

Section 16. REGISTER.—The Insurance Company shall keep a Register which shall show at all times the names of all Employees insured hereunder and the amount of insurance in force on each of such Employees, together with the date when any insurance became effective and the effective date of any increase or decrease in amount of insurance. Copy of said Register as of the date of issue of this Policy and copies of entries in said Register subsequent to said date shall be furnished by the Insurance Company to the Employer.

Section 17. DUE DATE, COMPUTATION AND PAYMENT OF PREMIUMS.—The premiums due on and after the date of issue of this Policy for the insurance provided hereunder shall be determined and shall be payable in accordance with the following paragraphs.

The initial premium is due on the date of issue of this Policy, and subsequent premiums shall be due on the first day of each calendar month (herein called the due date) thereafter.

The initial premium due on the date of issue of this Policy and the premium due on any due date after the date of issue of this Policy shall be the aggregate of (*a*) the Life Insurance premium determined by applying the average monthly Life Insurance premium rate then in effect to each $1,000 of Life Insurance then in force on all Employees irrespective of age, plus (*b*) the Accident and Health Insurance premium determined by applying the monthly Accident and Health Insurance premium rate then in effect to each $10.00 of Accident and Health Insurance Weekly Benefit then in force on all Employees, including those Employees who are receiving Weekly Benefits hereunder (subject, however, in either case, to premium adjustments, if any).

Premium adjustments involving return of unearned premiums to the Employer shall be limited to the period of twelve months immediately preceding the date of receipt by the Insurance Company of evidence that such adjustments should be made.

The Insurance Company shall compute an average monthly Life Insurance premium rate per $1,000 of Life Insurance as of the date of issue of this Policy, using the Initial Schedule of Life Insurance Premiums set forth in Section 23 hereof, which rate shall be the Life Insurance premium rate until such time as such rate is recomputed in accordance with the eighth paragraph of this Section.

The initial monthly Accident and Health Insurance premium rate shall be *, per $10.00 of Accident and Health Insurance Weekly Benefit, which rate shall be the

*See Reverse Side

G.L.H. 1931—1-40
PRINTED IN U.S.A.

5. If an individual policy of Life Insurance has been issued in accordance with the provisions of the following Section, payment may be made under the provisions of this Section only if such individual policy is surrendered to the Insurance Company without claim thereunder. In such case, any premiums paid on such individual policy shall be refunded by the Insurance Company to the Beneficiary of record of the Employee.

Section 9. PRIVILEGE OF OBTAINING AN INDIVIDUAL POLICY OF LIFE INSURANCE.—

1. Any Employee, upon written application made to the Insurance Company within thirty-one days after either

(i) the date of the termination of his employment, or

(ii) the date of the discontinuance of this Policy, provided such date is five years or more after the effective date of his insurance hereunder, or

(iii) the date of the cessation pursuant to subsection 4 of the preceding Section, of his rights under that Section,

shall be entitled to have issued to him by the Insurance Company, without evidence of insurability, an individual policy of Life Insurance only, subject to the following conditions and provisions:

(A) such individual policy shall be upon one of the forms then customarily issued by the Insurance Company, except Term Insurance, and

(B) the premium for such individual policy shall be the premium applicable to the class of risk to which the Employee belongs and to the form and amount of the individual policy at the Employee's attained age (nearest birthday) at the date of issue of such individual policy, and

(C) the amount of such individual policy shall be equal to (or at the option of the Employee less than) the amount of the Employee's Life Insurance or Death Benefit hereunder, as the case may be, on whichever of the dates specified in paragraphs (i), (ii) and (iii) above is applicable, except that if the Employee's Life Insurance hereunder ceases because of the discontinuance of this Policy five years or more after the effective date of his insurance hereunder, the amount of such individual policy shall not exceed the lesser of

(*a*) the amount of the Employee's Life Insurance hereunder at the date of the cessation of such insurance, reduced by any amount of Life Insurance for which he may be or may become eligible under any Group Policy issued or reinstated by the Insurance Company or by any other insurer within thirty-one days after such cessation, and

(*b*) $2,000.

2. Any individual policy of Life Insurance so issued shall become effective not earlier than the expiration of the thirty-one-day period during which application for such individual policy may be made. If, however, the Employee dies during such thirty-one-day period, the Insurance Company shall pay to his Beneficiary of record, whether or not the Employee shall have made application for such individual policy, the maximum amount of Life Insurance for which an individual policy could have been issued under this Section. If the Employee shall have been entitled to make such application pursuant to paragraph (iii) of subsection 1 of this Section and shall die within one year after the termination of his employment but before his certificate shall have been endorsed in accordance with the provisions of Section 8 hereof, then satisfactory proof of the Employee's death within such thirty-one-day period and that he was totally disabled uninterruptedly from the date of the termination of his employment to within thirty-one days of the date of his death must be submitted to the Insurance Company within one year after the date of his death.

Section 10. NOTICE AND PROOF OF ACCIDENT AND HEALTH INSURANCE CLAIMS.—

(A) Written notice of injury or sickness on which claim may be based must be given to the Insurance Company within twenty days after the date of the accident causing such injury or the commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the Insurance Company not later than ninety days after the termination of the period for which Weekly Benefits are payable hereunder.

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

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

(B) The Insurance Company shall have the right and opportunity to have a physician designated by it examine the person of the Employee when and so often as it may reasonably require during the pendency of claim hereunder.

x x x x x x x x x x x x

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

Section 11. INCONTESTABILITY.—This Policy and the application of the Employer, a copy of which is attached hereto, constitute the entire contract between the parties and, except for nonpayment of premiums, shall be incontestable after one year from the date of issue of the Policy.

G.L.H. 1931—1-40
PRINTED IN U.S.A.

78

	*
Employees of the Wabash Division	$0.747
Employees of the Raybestos Division	0.646
All other Employees	0.620

.....monthly.....Accident and Health Insurance premium rate thereafter until such time as such rate is changed in accordance with the eighth paragraph of this Section.

On written request of the Employer, approved by the Insurance Company, premium payments may, if not then so payable, be changed at any premium due date of this Policy, so as to be payable annually, semi-annually, quarterly, or monthly.

Upon any renewal of this Policy, or whenever the terms of this Policy are changed, the Insurance Company may change the .....monthly.....Accident and Health Insurance premium rate per $10.00 of Accident and Health Insurance Weekly Benefit and either the Employer or the Insurance Company may require a recomputation, as of such date, of the average.....monthly..... Life Insurance premium rate per $1,000 of Life Insurance, using for such recomputation such Schedule of Life Insurance Premiums as may then be determined by the Insurance Company and the amount of Life Insurance then in force at the respective attained ages of the insured Employees on such date.

All premiums falling due under this Policy, including adjustments thereof, if any, are payable by the Employer, on or before their respective due dates, direct to the Insurance Company, at its Home Office or one of its Head Offices. The payment of any premium shall not maintain the insurance under this Policy in force beyond the day immediately preceding the next due date, except as provided in the next paragraph.

A grace period of thirty-one days, without interest charge, shall be granted to the Employer for the payment of any premium due after the initial premium, provided the Employer has not previously given written notice to the Insurance Company that this Policy is to be discontinued as of the due date of such premium, and during any such grace period this Policy shall continue in force.

If the Employer fails to pay any premium within the grace period, this Policy shall be discontinued on the last day of such grace period, but the Employer shall, nevertheless, be liable to the Insurance Company for the payment of all premiums then due and unpaid, together with the premiums for the grace period. If, however, written notice is given by the Employer to the Insurance Company, during the grace period, that this Policy is to be discontinued before the expiration of the grace period, this Policy shall be discontinued as of the date of receipt of such written notice by the Insurance Company or the date specified by the Employer for such discontinuance, whichever date is later, and the Employer shall be liable to the Insurance Company for the payment of the pro-rata premium for the period commencing with the last due date and ending with such date of discontinuance.

Section 18. AGE.—In the event of the misstatement of the age of any Employee, there shall be an equitable adjustment of the premium. If the amount of insurance applicable to such Employee in accordance with Section 6 hereof would have been affected by such misstatement of age, the amount of insurance on such Employee shall be adjusted to the amount for which such Employee would have been entitled at his correct age, and the adjustment of the premium shall be based on such adjusted amount of insurance.

Section 19. PARTICIPATION IN DIVISIBLE SURPLUS.—This Policy is a participating contract and the Insurance Company shall annually ascertain and apportion any divisible surplus accruing under policies of this class. Any such divisible surplus apportioned to this Policy shall be paid in cash to the Employer or, upon written request from the Employer to the Insurance Company, shall be applied towards the payment of the aggregate of the premiums next falling due under this Policy. In either event, in the case of Contributory Insurance, an amount equal to the excess, if any, of the Employees' aggregate contributions toward the cost of the insurance provided hereunder over the net cost of such insurance shall be distributed or applied by the Employer for the sole benefit of the Employees.

Section 20. RENEWAL PRIVILEGE.—This Policy is issued for a period commencing with the date of issue and ending with the day immediately preceding.....July 1, 1957....., on which date and on each anniversary of which date the Employer may renew this Policy for a further term of one year, provided the number of Employees then insured hereunder is, in the case of Contributory Insurance, not less than seventy-five per centum of the number of eligible Employees and, in the case of Non-Contributory Insurance, not less than the total number of eligible Employees, and provided in either case the number of Employees then insured hereunder is not less than fifty. Renewal is conditioned upon the payment of the premiums then due as computed in the manner set forth in Section 17 hereof and based upon such Schedule of Life Insurance Premiums and such Accident and Health Insurance premium rate as may then be determined by the Insurance Company.

Section 21. OPTIONAL MODES OF SETTLEMENT OF LIFE INSURANCE.—Upon written election by the .....Employee....., or in the absence of such election by the .....Employee....., then by the Beneficiary after the death of the Employee, in either case made to and accepted by the Insurance Company, the whole or any part of the amount of Life Insurance payable upon the death of any Employee insured hereunder will be retained by the Insurance Company and paid to the Beneficiary of record of the Employee in the following manner instead of in one sum:

By payment of monthly or annual instalments over such specified number of years (shown in the following table) as may be elected, the first instalment being payable immediately upon the death of the Employee. The amount of such instalments shall be determined by the Schedule of Instalment Payments Per $1,000 of Life Insurance in effect at the date of such election.

INITIAL SCHEDULE OF INSTALMENT PAYMENTS PER $1,000 OF LIFE INSURANCE

NUMBER OF YEARS SPECIFIED	AMOUNT OF EACH ANNUAL INSTALMENT (PER $1,000 OF INSURANCE)	AMOUNT OF EACH MONTHLY INSTALMENT (PER $1,000 OF INSURANCE)
1	$1,000.00	$84.47
2	507.46	42.86
3	343.24	28.99
4	261.19	22.06
5	212.05	17.91
10	113.78	9.61
15	81.34	6.87
20	65.24	5.51

AMENDMENT

G.L.H. 1931—1-40
Printed in U.S.A.