

A B X A I R , I N C .

Summary Plan Description for ABX Air, Inc. Part-Time Employees

2006

Data contained herein is based on information available as of 10/01/2005. Nothing contained in this booklet is intended to be a term or condition of the Company's employment of any individual. ABX Air, Inc. specifically reserves the right to eliminate, modify, and interpret any of these programs and guidelines at any time at its sole discretion.



TABLE OF CONTENTS

| | |
|--|-----------|
| TABLE OF CONTENTS | 3 |
| SCHEDULE OF MEDICAL BENEFITS - 2006 | 7 |
| MEDICAL PLAN | 11 |
| Eligibility and Effective Date..... | 11 |
| Annual Enrollment..... | 12 |
| Family/Work Status Changes | 13 |
| Cost..... | 15 |
| Retirees | 16 |
| Enhanced | 18 |
| Copayments and Deductibles | 19 |
| Out-of-Pocket Maximum | 19 |
| Reasonable and Customary Charge..... | 20 |
| Care Coordination Program | 21 |
| Covered Health Services | 23 |
| Hospice Care Benefits | 25 |
| Hospital Inpatient Benefits | 26 |
| Physician Services | 29 |
| Outpatient Prescription Drugs..... | 33 |
| Mental Health and Substance Abuse..... | 35 |
| HSA | 37 |
| If You Live Outside the PPO Network Area | 38 |
| Exclusions | 39 |
| Termination of Coverage..... | 42 |
| Claim Procedures..... | 46 |
| Definitions | 51 |
| EMPLOYEE ASSISTANCE PROGRAM | 57 |
| How The EAP Works | 57 |
| Cost..... | 57 |
| SCHEDULE OF DENTAL BENEFITS | 59 |
| DENTAL PLAN | 61 |
| Eligibility and Effective Date..... | 61 |
| Dependents..... | 62 |
| Annual Enrollment..... | 62 |
| Family/Work Status Changes | 63 |
| Cost..... | 65 |
| Retirees | 66 |
| Enhanced Dental Option | 66 |
| Basic Dental Option | 68 |
| Claim Procedures..... | 73 |
| VISION PLAN | 77 |
| Eligibility and Effective Date..... | 78 |
| Annual Enrollment..... | 79 |
| Family/Work Status Changes | 80 |

| | |
|---|------------|
| Cost..... | 82 |
| Retirees..... | 83 |
| Vision Coverage..... | 83 |
| Exclusions..... | 84 |
| Termination of Coverage..... | 84 |
| Claim Procedures..... | 87 |
| Claim Appeals..... | 88 |
| Definitions..... | 89 |
| BUSINESS TRAVEL ACCIDENT INSURANCE PLAN..... | 91 |
| Eligibility and Effective Date..... | 91 |
| Cost..... | 91 |
| Plan Benefit..... | 91 |
| Exclusions..... | 94 |
| Termination of Coverage..... | 94 |
| Claim Procedures..... | 95 |
| Claim Appeals..... | 95 |
| Eligibility – Review and Appeal..... | 96 |
| GROUP UNIVERSAL LIFE INSURANCE PLAN..... | 97 |
| Eligibility Requirements..... | 97 |
| Enrollment..... | 98 |
| Termination of Coverage and Portability..... | 103 |
| Cash Accumulation Option..... | 104 |
| Group Universal Life Rate Tables..... | 108 |
| Group Universal Life Worksheet..... | 110 |
| Claim Procedures..... | 111 |
| Other Information..... | 112 |
| VOLUNTARY ACCIDENT INSURANCE PLAN..... | 115 |
| Eligibility and Effective Date..... | 115 |
| Annual Enrollment..... | 116 |
| Family/Work Status Changes..... | 116 |
| Cost..... | 118 |
| Plan Options..... | 118 |
| Beneficiaries..... | 119 |
| Schedule of Benefits..... | 119 |
| Coverage Limitations..... | 121 |
| Exclusions..... | 121 |
| Termination of Coverage..... | 122 |
| Special Extensions of Coverage..... | 122 |
| Reinstatement of Coverage..... | 123 |
| Claim Procedures..... | 123 |
| Claim Appeals..... | 123 |
| Eligibility – Review and Appeal..... | 124 |
| FLEXIBLE SPENDING ACCOUNTS..... | 125 |
| Health Care Flexible Spending Account..... | 125 |
| Eligibility and Enrollment..... | 125 |
| Annual Enrollment..... | 125 |
| Health Care Expenses..... | 126 |
| How to File a Claim..... | 128 |
| Reimbursements from a Health Care FSA..... | 129 |
| Claims Review..... | 129 |
| Claims Appeal..... | 130 |
| Dependent Care Account Plan..... | 131 |

| | |
|--|------------|
| Eligibility and Effective Date..... | 131 |
| Qualified Dependents..... | 132 |
| Annual Enrollment..... | 132 |
| Limits on Amounts to a Dependent Care Account..... | 134 |
| Dependent Care Account or Tax Credit..... | 135 |
| Claim Procedures..... | 137 |
| PRETAX PREMIUM PLAN..... | 139 |
| CONTINUATION COVERAGE PRIVILEGE (COBRA)..... | 141 |
| Qualifying Events | 141 |
| Maximum Period of COBRA Coverage..... | 142 |
| Paying For COBRA Coverage | 143 |
| When COBRA Coverage Ends | 143 |
| Social Security and the COBRA Disability Extension | 144 |
| FAMILY MEDICAL LEAVE | 145 |
| Eligibility | 145 |
| Application for Family Medical Leave | 146 |
| Restriction | 146 |
| Effect of Family Medical Leave on Your Benefits | 147 |
| UNIFORMED SERVICES LEAVE | 149 |
| Applying for Uniformed Services Leave..... | 149 |
| Effect of Uniformed Services Leave on Your Benefits..... | 149 |
| QUALIFIED MEDICAL CHILD SUPPORT ORDERS | 151 |
| HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT | 153 |
| Certificate of Coverage | 153 |
| Privacy Notice | 153 |
| RETIREMENT PLANS..... | 161 |
| Overview | 161 |
| The Social Security Program: | 161 |
| Qualified Plans | 162 |
| Retirement Income Plan..... | 162 |
| Profit Sharing Plan | 167 |
| Defined Contribution Retirement Account..... | 170 |
| Capital Accumulation Plan – 401(k)..... | 172 |
| COMPLIANCE WITH EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA) | 183 |
| Plan Information | 183 |
| Statement of ERISA Rights..... | 187 |
| Authority of Fiduciaries..... | 188 |

Page Left Intentionally Blank

SCHEDULE OF MEDICAL BENEFITS - 2006

| Medical Plan Features | Enhanced | | HSA | |
|--|---|--|---|--|
| | For NETWORK providers the Plan pays ... | For NON-NETWORK providers the Plan pays ... | For NETWORK providers the Plan pays ... | For NON-NETWORK providers the Plan pays ... |
| NurseLine: Pin 185 1-888-609-5880 | A Nurse is available to provide immediate medical info & support 24 hrs/day; 100% covered. | | | |
| Preventive Care Routine physical Immunization Pap test Mammogram | 100% after \$15 copay/office visit up to \$300/person maximum per calendar year (deductible does not apply) | Not covered | 100% after \$20 copay/office visit up to \$300/person maximum per cal year (deductible does not apply) | Not covered |
| Well Baby Care | 100% after \$15 copay/office visit up to 2 nd birthday (deductible does not apply) | Not covered | Covered under Preventive Care | Not covered |
| Chiropractic | \$25 copay Limit 6 visits/cal year | 60% of R&C ¹ (deductible applies) Limit 6 visits/cal year | \$30 copay Limit 6 visits/cal year (deductible applies) | 60% of R&C ¹ (deductible applies) Limit 6 visits/cal year |
| Physician Services <ul style="list-style-type: none"> • Office Visits • Hospital Visits • Inpatient Surgery • Outpatient Surgery • Hospital Newborn Care | 100% after \$15 copay/office visit \$25 copay specialist 100% hospital visits and surgery (deductible does not apply) | 60% of R&C ¹ (deductible applies) | \$20 copay/office visit \$30 copay specialist (deductible applies) | 60% of R&C ¹ (deductible applies) |
| Health Care Facility <ul style="list-style-type: none"> • Hospital Outpatient (minor surgery, radiation therapy) • Hospital Inpatient² (room and board, x-rays, intensive care, newborn routine nursery care) • Skilled Nursing Facility² (room & board up to semiprivate room rate, up to 120 days/cal year) • Home Health Care² (up to 130 visits/cal year) • Hospice Care² (up to \$5,000 maximum) | 100% (deductible applies) | 60% of R&C ¹ (deductible applies) | 80% (deductible applies) | 60% of R&C ¹ (deductible applies) |

| Medical Plan Features | Enhanced | | HSA | |
|--|--|---|---|--|
| | For NETWORK providers the Plan pays . . . | For NON-NETWORK providers the Plan pays . . . | For NETWORK providers the Plan pays . . . | For NON-NETWORK providers the Plan pays . . . |
| X-Ray and Lab Anesthesiology | 100% (deductible applies) | 100% when ordered by a network provider (deductible applies) 60% of R&C ¹ when ordered by a non-network provider (deductible applies) | 80% (deductible applies) | 80% when ordered by a network provider (deductible applies) 60% of R&C ¹ when ordered by a non-network provider (deductible applies) |
| Hospital Emergency Room | 100% after \$75 copay for emergencies (deductible does not apply) 80% after \$75 copay for non-emergencies (deductible applies) (copayment is not waived even if admitted) | 100% of R&C ¹ after \$75 copay for emergencies (deductible does not apply) 60% of R&C ¹ after \$75 copay for non-emergencies (deductible applies) (copayment is not waived even if admitted) | 80% for emergencies (deductible applies) 60% for non-emergencies (deductible applies) | 80% of R&C ¹ for emergencies (deductible applies) 60% of R&C ¹ for non-emergencies (deductible applies) |
| Urgent Care Centers | 100% after \$30 copayment/visit (deductible does not apply) | 60% of R&C ¹ (deductible applies) | 80% (deductible applies) | 60% of R&C ¹ (deductible applies) |
| Other Covered Health Services: • Ambulance Service • Durable Medical Equipment | 80% (deductible applies) | 80% of R&C ¹ (deductible applies) | 80% (deductible applies) | 60% of R&C ¹ (deductible applies) |
| Rehabilitation Therapy: Physical, Speech, Occupational and Respiratory therapy Infertility Treatment (maximums apply; see Covered Health services –Infertility section) | 80% (deductible applies) | 60% of R&C ¹ (deductible applies) | 80% (deductible applies) | 60% of R&C ¹ (deductible applies) |
| Outpatient Prescription Drugs | Tier 1(Generic) - 90% (\$10 min/\$20 max) Tier 2 (Brand-PDL) -80% (\$25 min/\$45 max) Tier 3 (Non-PDL) - 60% (\$50 min/\$70 max) Mail Order (90-day supply) Tier 1 (Generic) - 90% (\$20 min/\$40 max) Tier 2 (Brand-PDL)-80% (\$50 min/\$90 max) Tier 3 (Non-Brand PDL) 60% (\$100 min/\$140 max) (deductible/out-of-pocket maximum does not apply) | Not covered | Tier 1(Generic) - 80% (\$20 min/\$40 max) Tier 2 (Brand-PDL) 60% (\$40 min/\$60 max) Tier 3 (Non-PDL) - 50% (\$60 min/\$80 max) Mail Order (90-day supply) Tier 1 (Generic) - 80% (\$40 min/\$80 max) Tier 2 (Brand-PDL) 60% (\$80 min/\$120 max) Tier 3 (Non-Brand PDL) 50% (\$120 min/\$160 max) (deductibles/out-of-pocket maximums apply) | Not covered |
| Mental Health and Substance Abuse³ | | | | |
| • Inpatient Care ³ (maximums apply; see Mental Health and Substance Abuse section) | 100% (deductible applies / out-of-pocket maximums do not apply) | 50% of R&C ¹ (deductible applies/ out-of-pocket maximums do not apply) | 50% (deductible applies / out-of-pocket maximums do not apply) | 50% of R&C ¹ (deductible applies / out-of-pocket maximums do not apply) |

| Medical Plan Features | Enhanced | | HSA | |
|---|---|--|--|--|
| | For NETWORK providers the Plan pays . . . | For NON-NETWORK providers the Plan pays . . . | For NETWORK providers the Plan pays . . . | For NON-NETWORK providers the Plan pays . . . |
| <ul style="list-style-type: none"> Outpatient Care³ (maximums apply; see Mental Health and Substance Abuse section) | 100%, after \$25 copayment (deductible / out-of-pocket maximums do not apply) | 50% of R&C ¹ (deductible / out-of-pocket maximums do not apply) | 50% (deductible applies/ out-of-pocket maximums do not apply) | 50% of R&C ¹ (deductible applies/ out-of-pocket maximums do not apply) |
| <ul style="list-style-type: none"> Intermediate Care³ | 100% (deductible applies/out-of-pocket maximums do not apply) | 50% of R&C ¹ (deductible applies/ out-of-pocket maximums do not apply) | 50% (deductible applies/ out-of-pocket maximums do not apply) | 50% of R&C ¹ (deductible applies/ out-of-pocket maximums do not apply) |
| Annual Deductible | \$150/person; \$300/family (applies except where specified) | \$300/person; \$600/family (applies except where specified) | \$1,250/person; \$2,500/family | \$2,500/person; \$5,000/family |
| Out-Of-Pocket Maximum | \$1,000/person; \$2,000/family (except where specified) | \$5,000/person; \$10,000/family (except where specified) | \$3,500/person; \$7,000/family | \$5,000/person; \$10,000/family |
| Non-Notification Penalty | \$200 penalty applies to health facility services requiring pre-notification with UHC \$300 penalty applies to Mental Health/Substance Abuse services requiring UBH pre-notification | | | |
| Maximum Lifetime Benefit | \$2,000,000/person | | | |

¹ Reasonable & customary charges. ² Pre-notification with UHC is required to receive full plan benefit and avoid penalty ³ Pre-

notification with UBH is required to receive full plan benefits and avoid penalty.

NOTE: Copayments do not apply towards deductible or out-of-pocket maximum

- Go to www.myUHC.com to review your claims, check eligibility of your dependents, order an ID card, locate network providers, and research information on many health topics.

Page Left Intentionally Blank

MEDICAL PLAN

The ABX Air, Inc. Medical Plan is intended to help you meet the costs of medically necessary services and supplies required for the treatment of an illness or accidental injury. Coverage applies anywhere in the world. You and your eligible dependents must be covered under the Medical Plan at the time expenses are incurred for benefits to be payable. (Payment of medical benefits is subject to limitations, exclusions, and definitions; refer to these sections for more information.)

You have two options for medical coverage that are provided through United HealthCare (UHC) Insurance Company: the Enhanced PPO option or the HSA PPO option. Refer to the appropriate section for more information on these medical coverage options.

For a list of UHC network providers, call UHC member services at 888-350-5607 or visit the UHC website at www.provider.UHC.com and select the "Options PPO" product.

Eligibility and Effective Date

Employees

Eligible employees are regularly scheduled full-time and part-time employees. Eligible full-time employees are regularly scheduled to work 40 hours per week. Eligible part-time employees are regularly scheduled to work at least 15 hours but less than 40 hours per week.

- Full-time employees and part-time employees regularly scheduled for 15 hours per week or more may also enroll their eligible dependents.

Employees who are members of a collective bargaining unit are eligible only if the collective bargaining agreement provides for participation in this Medical Plan.

You are not eligible to enroll if you are working in a capacity that (at the sole discretion of the Plan Administrator and without regard to any government agency or other determination to the contrary) is considered contract labor or independent contracting.

New part-time employees become eligible for Medical Plan coverage on the day after completing 90 days of service.

- You will be covered by the Plan as soon as you become eligible and complete Self Service Insurance Enrollment form online **within 90 days from date of hire.**
- If for any reason you decline medical coverage, you will not be eligible for dental and vision coverage. In order to decline coverage you must complete the Self Service Insurance Enrollment form online **within 90 days from date of hire.**
- ***If you fail to complete the Self Service Insurance Enrollment form online before your effective date of coverage, you will automatically default to DECLINE of the medical option. The default option is No Coverage.***

Dependents

Your eligible dependents are covered under this Plan on the date your coverage is effective if you are eligible and enroll each dependent for coverage.

Your eligible dependents are:

- Your legal spouse
- Your unmarried children under age 19, including your natural children, legally adopted children, children placed for adoption, stepchildren residing with you and any other children supported solely by you and permanently residing with you, provided you are their legal guardian or you claim the children as dependents for federal income tax purposes.
- Your unmarried children from age 19 through age 23 who are registered students in full time attendance at a university or similar institution of learning and who are dependent on you for support and for whom you are entitled to an income tax exemption.
- Your unmarried child who is incapable of self-sustaining employment by reason of developmental disability or physical handicap, provided such child was covered under this Plan at the time of disability and immediately prior to his or her 19th birthday (23rd if a student).

If you do not enroll your dependents when they are first eligible, you must wait until the next open enrollment period in the fall for a January 1 effective date, except in the event of Family/Work status changes (see Family/Work Status Changes section).

If your spouse is an ABX Air, Inc. employee and is covered under the ABX Air, Inc. Medical Plan:

- You will be treated as a family unit for deductible and copayment purposes.
- Your dependent children may be enrolled under only one parent's coverage.

If one of your dependents is an ABX Air, Inc. employee and is eligible for medical care coverage under the ABX Air, Inc. Plan, he or she may not be enrolled as both a covered dependent and an employee.

If your dependent child is an ABX Air, Inc. employee and is covered under the ABX Air, Inc. Medical Plan, he or she will be required to satisfy his or her own deductible and will not be considered part of the family unit for deductible and copayment purposes.

Annual Enrollment

Initial enrollment. Your initial enrollment election is a commitment for the remainder of the calendar year. As a new hire, you have until your effective date to complete the Self Service Insurance Enrollment form online. If you are newly eligible for the Medical Plan due to a change in employment status, you will have 30 days from status change date to complete the Self Service Insurance Enrollment form. If a form is not completed within the specified time, you will automatically be enrolled in "default coverage." The electronic enrollment form can be found at www.myabx.com/benefits.

Open Enrollment. You will be given the opportunity to review your participation in ABX Air, Inc.'s benefit Plans on an annual basis each fall for a January 1 effective date. This is called an "Open Enrollment" period. Your Open Enrollment election is a 12-month commitment beginning January 1. Other than open enrollment, you may change your annual election during the year *only* if you meet one of the family or work status changes described below.

Default coverage. If you do not complete the Self Service Insurance Enrollment form within the specified time, you will automatically be enrolled in "default coverage." For your initial enrollment in the Plan, "default coverage" means **NO COVERAGE**. At each annual open enrollment, "default coverage" means your coverage election from the previous plan year for these plans.

Special Enrollments/Notice of Employee Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this Plan, provided that you submit an Self Service Insurance Enrollment form within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided you complete an electronic enrollment form within 30 days after the marriage, or within 60 days after the birth, adoption, or placement for adoption.

If you declined coverage under the Medical Plan for yourself, your spouse and/or your dependents because of other health coverage, you may be eligible to change your election during the year and elect coverage if: the other coverage was COBRA and it has now been exhausted; eligibility for the other coverage was lost or, if the other coverage was employer provided, the employer stopped contributing toward that coverage.

Family/Work Status Changes

Your benefit election is in force for the full plan year (January 1 through December 31) following the enrollment period (unless your coverage terminates).

You are eligible to change your election during the year only if you have a qualifying change in your family or work status and submit an Self Service Insurance Enrollment form with the change to Human Resources within 30 days of the qualifying event (60 days in the case of birth or adoption).

The change in your election will apply only to the affected individual(s) and must be consistent with the change in family or work status. Generally, to be consistent, you must have gained or lost benefit eligibility in this Medical Plan or another employer's plan due to the event, and your election change must be on account of and correspond to the gain or loss. Qualifying family and work status changes are:

- **Legal marital status change** due to marriage, death of a spouse, divorce, legal separation or annulment.
- **Number of dependents change** due to birth, adoption, placement for adoption or death of a dependent.
- **Employment status changes** for you, your spouse or dependent due to ending or starting employment, a strike, lockout or commencement or return from an unpaid leave of absence (including an FMLA leave); or a change in employment status with the consequence that you, your spouse or dependent becomes or ceases to be eligible for coverage (such as a switch between part-time and full-time status).
- **Residence or worksite change** (for you, your spouse or dependent) that could affect your benefits.
- **Dependent child's eligibility change** which causes a dependent to satisfy or cease to satisfy eligibility requirements due to age, student status or a similar change.

You may add or stop coverage for yourself or a covered dependent, as applicable, if you experience any of the following qualifying events:

- **Coordination of coverage with another group plan.** If the plan of your spouse's or dependent's employer has a different coverage period than this Plan, or allows mid-year election changes for qualified status change events, you may be able to change your election under this Plan. Any change in your election will be prospective only and will correspond with your eligibility for and enrollment in your spouse's or dependent's coverage.
- **Medical coverage with another group plan ends.** If you declined coverage under this Plan for yourself, your spouse and/or your dependents because of other medical coverage, you may be eligible to change your election during the year and elect coverage if: 1) the other coverage was COBRA and it has now been exhausted; 2) eligibility for the other coverage was lost or, 3) if the other coverage was employer provided, the employer stopped contributing toward that coverage.
- **Medicare or Medicaid.** A coverage election may be changed for you, your spouse or a dependent that becomes entitled to or loses eligibility for coverage under Medicare or Medicaid. (*See the "Coordination of Benefits with Medicare" section for more information.*)
- **Judgment, decree or order.** You may change your election, if necessary, to comply with a court or administrative order which affects coverage for your child. You may also enroll your eligible child if so required due to a judgment, decree or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a Qualified Medical Child Support Order (QMCSO)) that requires medical coverage for your child. Coverage starts on the date specified in the QMCSO. If you are not already enrolled, you must enroll at the same time your child is enrolled. A new electronic Group Insurance Enrollment form should be completed. (*See the "Qualified Medical Child Support Order" section for more information.*)
- **Cost of coverage under this Plan.** If the cost of your medical coverage increases or decreases during the plan year, you will be notified of the cost change and the amount of your contributions will be adjusted automatically for your share of the increase or decrease. If the cost of your medical coverage increases significantly, as determined by the Plan Administrator, but not less than a 10% increase, you may change your election to either increase your future contributions or elect another similar coverage. You may not revoke your election without electing another coverage.
- **Significant change in coverage under this Plan.** If your medical coverage is significantly curtailed, as determined by the Plan Administrator, or ceases altogether, you may revoke your election and, if you choose, elect another similar coverage for the balance of the plan year. If, during the plan year, a new medical coverage is offered, you may change your election to elect the new coverage; if your coverage is eliminated, you may change to another similar coverage.
- **Change in regularly scheduled hours that affects benefits eligibility.** If your employment status changes from a casual position with no medical benefit eligibility to a full-time or part-time position with medical benefit eligibility, you will be allowed to make a coverage election at that time. Your casual employment will count toward your 90-day eligibility waiting period.

| Dates for Qualifying Status Changes | | | |
|---|--|---|---|
| QUALIFYING STATUS CHANGE | To change coverage, Contact the Benefits Department. The enrollment/change form must be completed by: | Proof Required | Benefits Start/Loss Date |
| Marriage: | 30 days from date of marriage. | A copy of the marriage license. | Covered from the first of the month following marriage. |
| Divorce, legal separation or annulment | 30 days from date of separation, divorce or annulment. | A copy of court papers showing the date the separation, divorce or annulment was final. | Covered dependents lose coverage the end of the month the event was final. COBRA information is sent to the cancelled dependents. |
| A newborn infant | 60 days from date of birth | Birth Certificate | Covered from date of birth. |
| A newly adopted child under 18 years of age. | 60 days from the date of your child's placement for adoption. | A copy of the final adoption papers showing the date adoption was finalized. | Covered from date the child is physically placed with you for adoption & you assume financial responsibility. |
| Court Order to enroll child(ren) | 30 days from the date on the court order. | Copy of the court order. | Date specified on the court order. |
| Death of an covered employee. | 30 days from the date of death. | Copy of death certificate | Dependent coverage ends at end of the month in which the person died. |
| Gain or loss of insurance for dependents. | 30 days from the date of the event. | Notice from dependent's employer of date benefits gained or lost. | First of the month following the event. |
| Change in hours that affect your benefits eligibility. | 30 days from the status change. | No proof required. | Covered the date your status changed (provided you have satisfied the 90-day wait period.) |

Cost

Currently, ABX Air, Inc. pays most of the cost of UHC-sponsored Medical Plan coverage for eligible active employees and their eligible dependents. See enrollment materials for cost information.

Within 90 days of your hire date, and again during each annual open enrollment period, Human Resources will give you information about your share of the premium for coverage for that Plan year. It is your responsibility to notify Human Resources/Benefits if your payroll deductions are not correct.

Your contributions will be deducted from your pay before your withholding taxes are calculated, thereby reducing your income taxes and FICA taxes. You will be given an opportunity to elect pretax coverage each year during the open enrollment period.

Retirees

Retiree Medical Coverage

Upon retirement, you may enroll in retiree medical coverage, if you are eligible, or you may enroll in the COBRA continuation coverage plan at your expense. If you elect the retiree medical plan, you may not elect coverage through COBRA. Similarly, if you elect coverage through COBRA, you may not elect retiree medical coverage. Please review both options before you decide.

- The retiree medical plan includes medical coverage only.
- For a limited period of time COBRA continuation coverage allows you to continue the same health (medical, dental and vision) coverage you had as an employee. See the "Continuation Coverage Privilege (COBRA)" section for more details.

If you retire from ABX Air, Inc. or you become disabled after meeting the age and service requirements for retirement, you may continue your Medical Plan coverage for yourself and your eligible dependents if you meet the following requirements:

- Early Retirement - You must be at least age 55 and have ten years of service with ABX Air, Inc. after age 45.
- Normal Retirement - You must be at least age 65 and have ten years of service with ABX Air, Inc. after age 45.

To be eligible for this retiree medical coverage, you must be covered by the ABX Air, Inc. Medical Plan at the time you retire or become disabled. (You are considered disabled if you meet the definition of disability under the Long Term Disability plan.) Your eligible dependents must be covered by the ABX Air, Inc. Medical Plan at the time you retire or become disabled unless you declined enrollment for them because of other medical insurance coverage. See the "Special Enrollments/Notice of Employee Rights" section for rules about enrollment upon loss of other coverage. The benefits of this Plan are not available if you have enrolled in a Medicare HMO or other Medicare alternative.

In the event your eligible dependents are not covered under the ABX Air, Inc. Medical Plan at the time you retire or become disabled, you may enroll them as covered dependents in the future if the requirements of the special enrollment rules described in the "Special Enrollments/Notice of Employee Rights" section are met.

Currently, if you elect retiree medical coverage at retirement, ABX Air, Inc. will share with you some of the cost of the Medical Plan benefits.

- You have 30 days after you retire to return your Group Insurance Enrollment form. You may choose the Enhanced PPO or the Basic PPO.
- If you do not elect retiree medical coverage within 30 days after you retire, you will not be eligible to enroll at a later date.

ABX Air, Inc. reserves the right to amend or terminate the Medical Plan at any time including with respect to retiree medical coverage.

You may review your participation in ABX Air, Inc.'s Medical Plan annually each fall during the Open Enrollment period for a January 1 effective date. Keep in mind that your election is a 12-month commitment. You may change your annual selection during the year (other than open enrollment) only if you meet one of the requirements described in the "Special Enrollment/Notice of Employee Rights" or "Family/Work Status Changes" sections.

To participate in the Retiree Medical coverage, you must pay your share of the cost. **Your payment must be sent to the Benefits Department in Human Resources by the first of each month. You will not be sent a bill or reminder.**

Once you become eligible for Medicare, you must enroll in Parts A and B. Medicare will become the primary payer. The coverage offered by ABX Air, Inc. will then become the secondary coverage.

In the event of your death after retirement, your surviving spouse may continue Medical Plan coverage for himself or herself and your surviving eligible dependent children if their medical coverage is in effect at the time of your death. Coverage may be continued until your surviving spouse remarries and obtains medical coverage under the new spouse's plan or obtains other medical coverage (other than Medicare). *ABX Air, Inc. reserves the right to amend or terminate the Medical Plan at any time including with respect to retiree medical coverage.*

Continuation Coverage under COBRA

Upon retirement, you may enroll in the COBRA continuation coverage plan at your expense or, if you are eligible, you may enroll in the retiree medical plan. If you elect the retiree medical plan, you may not elect coverage through COBRA. Similarly, if you elect coverage through COBRA, you may not elect retiree medical plan coverage. Please review both options before you decide.

- The retiree medical plan includes medical coverage only.
- For a limited period of time COBRA continuation coverage allows you to continue the same health coverage you had as an employee (e.g. if you were eligible for medical, dental and vision coverage, you may elect COBRA medical, dental and vision coverage; if you were eligible for medical coverage only, you may elect COBRA medical only). See the "Continuation Coverage Privilege (COBRA)" section for more details.

If you do not meet the requirements for ABX Air, Inc. retiree medical coverage upon your retirement, you may enroll in the COBRA continuation coverage plan at your own expense.

Under COBRA, each individual covered under the Medical Plan on the day before the qualifying event (qualified beneficiary) may make his or her own COBRA election. If a qualified beneficiary is already covered under Medicare Part A or Part B (or both) as of the date of his or her COBRA election, the qualified beneficiary may elect to continue group plan coverage under COBRA and have Medicare coverage too. When both Medicare and COBRA are in effect, Medicare normally provides the primary coverage. COBRA would provide secondary coverage and cover eligible expenses under this Plan to the extent Medicare does not pay them.

If the qualified beneficiary's Medicare effective date is after his or her election to continue coverage under COBRA, his or her Medicare entitlement will generally terminate his or her COBRA coverage. However, the Medicare entitlement of one COBRA qualified beneficiary would not terminate COBRA coverage for the other family members who are qualified beneficiaries as a result of the same COBRA qualifying event.

See the "Continuation Coverage Privilege (COBRA)" section for more details of this program.

Maximum Lifetime Benefits

The maximum benefit payable under the Medical Plan is \$2,000,000 during an individual's lifetime, regardless of the number of times you change your coverage election.

Enhanced

Through the Enhanced PPO Choice Plus option, you have flexibility to see the providers who meet you or your family's health care needs. Some examples of providers are physicians, therapists, chiropractors, hospitals, rehabilitation facilities, skilled nursing facilities, and durable medical equipment providers. "PPO" refers to "preferred provider organization" — this is a national network of health care providers who have negotiated with United HealthCare (UHC) to participate in their Choice Plus PPO Options network. Here is how it works.

The Enhanced option has two levels of benefits: network and non-network. Each time you need care; you decide whether to see network or non-network providers. You receive higher benefits for Covered Health Services if you see network providers. (See the Schedule of Medical Benefits at the beginning of the Medical Plan section for benefit amounts). Network providers agree to accept contracted rates for their services, and they agree not to bill any excess charges to you or to ABX Air, Inc. Network providers will also file claims for you.

See Exclusions section for services and supplies not covered under the Medical Plan. See Definitions sections for explanation of terms.

Network and Non-Network Providers

If network providers are used, this Plan pays a greater portion of Eligible Expenses. This is called the network benefit level. To receive network benefits:

- You choose a network provider. You are not required to get a referral from a primary care physician. For a list of UHC network providers, call UHC member services at 888-350-5607 or visit their website at www.provider.UHC.com and select the "PPO Options" product.
- You pay any required copayments and deductibles.
- The Plan pays benefits at the level shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section).
- The provider handles claim filing and paperwork.

If non-network providers are used, this Plan pays a lesser portion of Eligible Expenses. This is called the non-network benefit level. To receive non-network benefits:

- You make an appointment with a non-network provider.
- You may need to pay the bill in full and file a claim with UHC for reimbursement (some non-network providers will handle claim filing with UHC).
- The Plan pays benefits at the level listed on the Schedule of Medical Benefits (at the beginning of the Medical Plan section).
- You are responsible for any charges that exceed the reasonable and customary amounts (See Reasonable and Customary section).

You must satisfy certain copayments and/or deductibles before any payment is made for Eligible Expenses. Then the Medical Plan pays the percentage of Eligible Expenses shown in the Schedule of Medical Benefits (at the beginning of the Medical Plan section).

Copayments and Deductibles

Before benefits are payable, you must satisfy certain copayments and/or deductibles. The medical benefits subject to the copayment/deductible and the copayment/deductible amounts are shown in the Schedule of Medical Benefits (at the beginning of the Medical Plan section).

A Copayment is the amount of Eligible Expenses you must pay to a network provider at the time services are given. Copayments do not count toward any deductible or out-of-pocket maximum.

A Deductible is the amount of Eligible Expenses you must pay each year from your own pocket before the plan will pay for certain Covered Health Services. After the deductible has been met, benefits are payable at the percentage shown in the Schedule of Medical Benefits. The network family deductible is the maximum amount a family will have to pay in any Calendar Year for the individual deductibles, no matter how large a family may be.

Copayments, non-notification penalties, medical expenses that exceed reasonable and customary charges, and amounts over the maximum benefit limitations do not count toward any deductible.

Any Eligible Expenses used to satisfy the deductible will apply whether network or non-network services are used.

Deductible Carry Over. The deductible for each covered person (or family) applies only once in any calendar year even though you may have several different illnesses or injuries. So that your medical benefits will not be subject to a deductible late in one calendar year and soon again the following year, any Eligible Expenses incurred during the last three months of a calendar year which are used to satisfy all or part of the individual (or family) deductible for that year, will also be used to satisfy all or part of the next year's deductible.

Office Visit Copayment. The copayment for an office visit applies to network physician services. It applies to all Covered Health Services given in connection with each office visit. The office visit copayment does not apply to the prenatal and postnatal office visits after the initial visit to the network obstetrician/gynecologist who is primarily responsible for maternity care.

Out-of-Pocket Maximum

The Plan's out-of-pocket maximum protects you against extremely high medical costs. This feature limits the costs you pay for most Covered Health Services. Once the out-of-pocket maximum dollar amount shown in the Schedule of Medical Benefits is reached during a Calendar Year, then most benefits are payable at 100% for the rest of that year.

Copayments, deductibles, non-notification penalties, medical expenses that exceed reasonable and customary charges, amounts over the maximum benefit limitations do not apply toward the out-of-pocket maximums. These will still apply even after the out-of-pocket maximum has been reached.

Any expenses used to satisfy the out-of-pocket maximum will apply whether network or non-network services are used.

Reasonable and Customary Charge

Benefit payments to *non-network* providers are subject to the Plan's reasonable and customary (R&C) charge limits. These R&C limits assure that maximum expenses allowed under the Plan represent the fees most health care providers in the same geographic area charge for specific health services or supplies. To keep pace with increases in the cost of medical care, the Plan's R&C charge limits are reviewed and revised on a regular basis.

If part of your claim is denied because it exceeds the Plan's R&C charge limit, you can contact your health care provider and ask if there is a special reason for the higher charge. If there is no special reason for the higher price, ask the health care provider to reduce the charge to the R&C amount allowed by the Medical Plan.

If your health care provider believes higher charges are justified because of special circumstances related to your treatment, you can resubmit your claim. The resubmitted claim must include additional information from your health care provider that supports the higher charge. United HealthCare will reconsider your claim based on the supplemental information.

After the claim is reconsidered and a final decision has been made, you are responsible for any remaining charges in excess of the Plan's R&C charge limits.

Note: Medical expenses that exceed reasonable and customary charges, amounts over the maximum benefit limitations under the Plan, copayments or non-notification penalties will not be applied toward the deductible and will not count toward the out-of-pocket maximum.

Cost Saving Feature: Remember the amount you pay toward your care is discounted if you go to network providers ("providers" includes physicians and hospitals). Network providers agree to accept contracted rates for their services, and they agree not to bill any excess charges to you. To find a network provider, call UHC member services at 888-350-5607 or visit their website at www.provider.UHC.com and select the "Options PPO" product.

Non-Notification Penalty

If you have failed to pre-notify United Healthcare (UHC) in a timely manner, you will incur a Non-Notification Penalty amount shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section). (See Care Coordination section for services that require you to notify UHC prior to receiving services.) This penalty does not apply toward your deductible or out-of-pocket maximum.

A separate non-notification penalty applies to certain Mental Health & Substance Abuse benefits if United Behavioral Health (UBH) is not notified prior to receiving services. See the Mental Health & Substance Abuse section.

Care Coordination Program

In order to qualify for maximum benefits, Covered Health Services under this Medical Plan are subject to the Care Coordination Program at United HealthCare (UHC). Care Coordination determines whether the services or supplies are Covered Health Services. No benefits are payable unless Care Coordination determines the services and supplies are covered under the Plan. A Non-Notification penalty may be applied before certain benefits are payable.

The Care Coordination program is designed to encourage an efficient system of care for you and your covered dependents by identifying and addressing possible unmet covered health care needs. This may include admission counseling, inpatient care advocacy, and certain discharge planning and disease management activities. The Care Coordination activities are not a substitute for the medical judgment of your physician; the ultimate decision as to what medical care you and your dependents actually receive must be made by you and your physician.

- Care Coordination is triggered when UHC receives notification of an upcoming treatment or service. The notification process serves as a gateway to Care Coordination activities and is an opportunity for the employee to let UHC know that he/she is planning to receive specific health care services. UHC Care Coordination may be contacted by calling the telephone number listed on your ID card.

You can expect to receive telephone calls from UHC when certain treatments are involved. The ultimate decision on medical care must be made by the covered person and his/her physician. UHC Care Coordination only determines if the listed service or supply is a Covered Health Service according to the Plan benefits and provisions.

The services requiring you or your physician to pre-notify UHC Care Coordination include:

- Hospital inpatient admissions (if an Emergency admission to a provider occurs, UHC should be notified within two business days)
- Skilled Nursing Facility
- Home health care
- Hospice Care
- Maternity Services when hospital stay exceeds the 48/96 guidelines (see Pregnancy section)
- Transplants of organs and donor expenses (see Covered Health Services section)

Approval by Care Coordination does not guarantee that benefits are payable under this Plan. Benefits are based on:

- The covered services and supplies actually performed or given.
- The covered person's eligibility under this Plan on the date the covered services and supplies are performed or given.
- Copayments, deductibles, coinsurance, maximum limits, exclusions and all other terms of this Plan.

How To Notify Care Coordination

Notify Care Coordination by calling the toll-free number shown on your United HealthCare ID card at 1-888-350-5607.

When to Notify Care Coordination

For hospital inpatient confinement, Skilled Nursing Facility, Home Health Care, or Hospice Care, Organ/Tissue Transplants: **at least 5 working days before the service start date or as soon as reasonably possible.**

- Pregnancy is subject to the following notification time periods:
 - Healthy Pregnancy Program — Care Coordination should be notified during the first trimester (12 weeks) of pregnancy. This early notification makes it possible for the mother to participate in this prenatal program.
 - Inpatient Confinement for Delivery of Child — Care Coordination must be notified only if the inpatient care for the mother or child is expected to continue beyond: 48 hours following a normal vaginal delivery or 96 hours following a cesarean section. For inpatient care (for either the mother or child) which continues beyond the 48/96 hour limits, Care Coordination must be notified before the end of these time periods.
 - Non-Emergency Inpatient Confinement Without Delivery of Child — Confinement during pregnancy but before the admission for delivery, which is not Emergency Care, requires notification as a scheduled confinement. Care Coordination must be notified prior to the scheduled admission.
- Emergency Care: When Emergency Care is required and results in a hospital confinement, the covered person (or that person's representative or physician) must call Care Coordination within 48 hours of the date the confinement begins. If it is not reasonably possible to call Care Coordination within 48 hours, Care Coordination must be notified as soon as reasonably possible. When the Emergency Care has ended, however, Care Coordination must be called before any additional services that require notification are received.

Benefits are Reduced if Care Coordination is Not Notified

Benefits are reduced if you do not call United HealthCare Care Coordination as required. This reduction is called a Non-Notification Penalty. A Non-Notification penalty applies to each confinement, surgical procedure, or treatment plan. The amount of the non-notification deductible is shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section). The amount of the non-notification penalty will never be more than the amount of the Eligible Expenses.

A Covered Person can appeal a decision by calling UHC Care Coordination.

If you or your physician do not agree with Care Coordination's decision, it can be appealed.

- The covered person or the physician can request Care Coordination to reconsider the decision by writing (United HealthCare, ABX Air, Inc.-Medical Unit, P.O. Box 30555, Salt Lake City, UT 84130-0555) or telephoning 1-888-350-5607 within 60 days of the decision.
- If the covered person, the physician and Care Coordination still cannot find an acceptable solution, this decision can be re-appealed. A different UHC physician will review the facts of the case — taking into account the covered person's and the attending physician's point of view — and make a final decision.

(Claim appeals are different and separate from medical necessity appeals. Refer to Claim Procedures.)

NURSELINE

United HealthCare's Optum NurseLine is a toll free, 24-hour, year-round source of immediate medical information and support to help you or your family make wiser treatment decisions. Registered nurses with emergency room or other triage experience give callers helpful information on just about any medical conditions. Commonly, nurses answer questions about:

- Minor injuries and illness
- Self-care and first aid
- Nutrition and wellness
- Prescription interactions and usage
- Local support groups and other agencies

Call the NurseLine number listed on your medical identification card 1-888-609-5880.

Covered Health Services

- **IMPORTANT: YOU MUST PRE-NOTIFY UHC for certain HEALTH CARE FACILITY BENEFITS. Call UHC Care Coordination at 1-888-350-5607.** Refer to **Care Coordination section** for the services requiring you or your physician to pre-notify UHC Care Coordination.
- Refer to the **Mental Health and Substance Abuse section** for covered services relating to mental health and substance abuse treatment. **NOTE: call United Behavioral Health (UBH) BEFORE receiving treatment 1-800-888-2998.**
- Refer to the **Outpatient Prescription Drugs section** for covered prescription drugs and medicines purchased from a network pharmacy.
- Refer to the **Exclusions section** for services and supplies not covered under the Medical Plan.

Covered Health Services include the following listed health services, supplies and equipment required for the purpose of diagnosing or treating a sickness, injury, mental illness, substance abuse, or symptoms. For benefit coverage amounts see the **Schedule of Medical Benefits** (at the beginning of the Medical Plan section). Logon to www.MyUHC.com to view your benefits and claims information or to locate network providers.

Ambulance Service

Ambulance ground transportation services are covered to the nearest hospital that has the necessary facilities when other forms of transportation would endanger a patient's life.

Blood Transfusions

- Inpatient or outpatient blood transfusion services, including the cost of blood and blood plasma if not replaced by a voluntary donor.

Dental See Exclusions section.

Durable Medical Equipment

- Durable medical equipment is a Covered Health Service if it meets all of the following: it is for repeated use and is not a consumable or disposable item, it is used primarily for a medical purpose, and it is appropriate for use in the home. Durable Medical Equipment includes appliances which replace a lost body organ or part or help an impaired one to work including:
 - Braces, crutches, casts, splints, initial artificial limbs or eyes, or other prosthetic appliances.
 - Orthotic devices such as arm, leg, neck and back braces.
 - Hospital-type beds.
 - Equipment needed to increase mobility, such as a wheelchair.
 - Respirators or other equipment for the use of oxygen.
 - Monitoring devices

Emergency Air Transportation

- Provided it is the only mode of transportation available to transport the patient to the closest facility capable of providing the immediate care medically necessary.

Emergency Room Care

If you experience an emergency, call 911 or get to an emergency room quickly. If you are admitted from the emergency room of a hospital, have the hospital notify UHC Care Coordination within 48 hours. Notify Care Coordination by calling the member services number on your UHC identification card.

An emergency is the sudden onset of a medical condition a reasonable person would consider an emergency. Emergencies are signaled by acute symptoms that could reasonably be expected to result in:

- Serious jeopardy of the patient's health
- Serious impairment of bodily function
- Serious dysfunction of an organ or other body part
- Self-inflicted harm to the patient
- The patient harming others.

Hospital charges for emergency room treatment of a life-threatening situation or other emergency listed above are covered at network rate with no deductible, regardless of whether you visit a network or non-network provider as shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section).

If it's Not a True Emergency: *If you go to the emergency room when your situation is not a true emergency, your care will be covered at a reduced benefit level as shown on the Schedule of Medical Benefits.*

Home Health Care Benefits

Notify UHC before obtaining services to avoid a non-notification penalty. The Plan will cover eligible expenses incurred under a certified Home Health Care program at the level shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section).

Notify UHC at the member services number on your UHC identification card. Your attending physician must certify to UHC Care Coordination that proper treatment of the illness or injury would require hospitalization if services and supplies were not otherwise available under the Home Health Care program.

Any services and supplies furnished must be provided by an authorized Home Health Care Agency (see Definitions section) and must be medically necessary as determined by United HealthCare.

Eligible expenses covered as home health care benefits include:

- Charges for medical supplies, drugs, and medicines that require a prescription by a physician and are approved by the United States Food and Drug Administration for general use in treating the illness or injury for which they are prescribed.
- Up to 130 visits in any calendar year for:
 - Part-time or intermittent nursing care by or under the supervision of a registered nurse (R.N.);
 - Physical therapy, occupational therapy, and speech therapy provided by the Home Health Care Agency;
 - Laboratory services furnished by or on behalf of a hospital (covered under the Hospital Inpatient Benefits); and
 - Part-time or intermittent home health aide services that consist primarily of caring for the patient.
- A home health visit is: a visit of up to 4 hours by a home health aide or a visit of any duration by any other member of a home health care team:

Medical expenses NOT covered as home health care benefits include:

- Services or supplies not included in the Home Health Care plan.
- Services of a person who ordinarily resides in your home or is a member of you or your spouse's family.
- Services or supplies not medically necessary in terms of generally accepted medical standards, as determined by United HealthCare.
- Services or supplies considered experimental in terms of generally accepted medical standards, as determined by United HealthCare.
- Services rendered in any period during which the patient is not under the continuing care of a physician.
- Custodial care and transportation services.
- Home Health Care expenses incurred for visits in excess of 130 visits in any calendar year.
- Benefits or services otherwise provided under the Plan.

Hospice Care Benefits

You or your physician must pre-notify United HealthCare (UHC) to avoid a non-notification penalty. Notify UHC at the member services number on your UHC identification card. The Plan will cover charges made by a Medicare-approved hospice for palliative care provided to a terminally ill patient with a life expectancy of six months or less. The Plan will cover eligible expenses at the level shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section). The maximum hospice care benefit is \$5,000. Amounts you pay over the maximum benefit limitations do not apply toward the out-of-pocket maximum.

- Covered hospice care includes nursing services, physician's services, drugs, medical appliances and supplies, physical and occupational therapy, medical social services, and respite care (described below) for the terminally ill patient and bereavement counseling services for covered family members. (Bereavement counseling must be given within 6 months after the patient's death and are limited to a total of 15 visits for each family.)

- If the patient's family is unable to attend to his/her needs for a brief interval, the Plan will pay for reasonable expenses incurred for respite care by a hospice-approved and United HealthCare-approved homemaker service. This reimbursement will cover one or more service intervals up to an aggregate maximum of seven days.

To be eligible for payment under this Plan, a patient's entry into a hospice program must be based on the recommendation of the attending physician and documentation to United HealthCare Care Coordination of the presence of a condition that is unresponsive to currently available treatment. The physician must certify that the patient is terminally ill with six months or less to live.

To obtain more information about approved hospices, call the United HealthCare Care Coordination toll-free number (1-888-350-5607) shown on your identification card.

Hospital Inpatient Benefits

Pre-admission notification is required by calling UHC at 1-888-350-5607. If you or your dependent are confined in a legally constituted hospital as an inpatient for the diagnosis or treatment of an injury or illness, the Plan will cover eligible expenses at the level shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section) for the following hospital services:

- Room and board up to the semiprivate room rate. If a private room is used, the maximum daily benefit will be limited to the hospital's most common daily semiprivate room rate.
- Other hospital services. Such services include: anesthesia, radiation therapy, x-ray, laboratory and pathological examinations, and all other hospital services charged by the hospital except services of physicians or special nurses and supplies not related to the medical care of the person confined.
- X-ray examinations, lab tests, and electrocardiograms provided in the outpatient department of a hospital.
- Intensive care. The Plan will cover charges for confinement in an intensive care, coronary care, or constant care unit in the hospital. Benefits are not provided for any other room reserved for you while you are in such a unit.
- Routine nursery care during the initial hospital confinement of a healthy newborn infant will be covered if the baby is the covered dependent of an enrolled employee.

Note: Hospital confinement means a hospital stay that continues for a period of at least 18 consecutive hours.

If you or your covered dependents, while covered for Hospital Inpatient Benefits, become hospital patients for a different and unrelated cause, you again become eligible for benefits.

Successive periods of hospital confinement due to the same or related illness or illnesses will be considered one confinement unless you have returned to active work or your dependent has not been hospital-confined for at least 90 days.

Benefits will not be payable for a period of confinement (or any part) that is not necessary in terms of generally accepted medical standards or a period of confinement (or any part) which is experimental in terms of generally accepted medical standards.

Pre-Admission Notification Required For Hospital Confinement

In order to qualify for maximum benefits, a request to pre-certify hospital admission must be made to Care Coordination (see Care Coordination Program section) and authorized before actual hospitalization occurs. Once the hospitalization has been pre-certified as medically necessary by United HealthCare, your benefits will be reimbursed at their designated level for the length of time it is medically necessary to remain in the hospital.

All non-emergency hospital admissions, excluding pregnancy, must be pre-authorized before you enter the hospital. (Your doctor or hospital must call for authorization if maternity stays exceed 48 hours following a normal vaginal delivery or 96 hours following a cesarean section.)

- If the scheduled admission is in less than two weeks, your physician should telephone the information to Care Coordination.
- If admission is necessary on an emergency basis, Care Coordination must be notified within 48 hours of the date the confinement begins. For pre-admission certification purposes, emergency means life-threatening conditions and urgent conditions for which you are unexpectedly admitted to the hospital through the emergency room.
- Call Care Coordination at the member services telephone number shown on your identification card 1-888-350-5607 for hospital certification.

Penalty For Non-Notification: If you have failed to pre-certify for hospital admission in a timely manner, you will incur a non-notification penalty amount shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section).

Penalty For No Medical Necessity: Your benefits will be reduced by 100% (to \$0) if the Care Coordination review finds there is no medical necessity for the service. You or your physician may appeal this decision by calling the Care Coordination member services telephone number shown on your identification card. (Claim appeals are different and separate from medical necessity appeals. Refer to Claim Procedures.)

Hospital Outpatient Benefits

The Plan will cover eligible expenses made by the Hospital at the level shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section) for the following outpatient care:

- Minor surgery
- Pre-surgical testing
- X-ray and radiation therapy and chemotherapy
- Use of outpatient facilities for emergency illnesses that occur suddenly and unexpectedly, which require immediate medical attention and where a life endangering condition exists. Examples include heart attacks, poisonings, and other conditions determined to be medical emergencies by United HealthCare.
- Freestanding emergency clinics and freestanding clinics qualified to provide outpatient X-ray and radiation therapy and chemotherapy will be covered the same as hospital outpatient facilities.

Hospital Outpatient Benefits do not include physician charges.

Infertility

- The Plan pays for Eligible Expenses related to the treatment of infertility including: office visits, fertility tests, diagnostic x-ray and laboratory services, surgical procedures. The maximum benefit payable under the Medical Plan for treatment of infertility during an individual's lifetime is \$10,000 for each covered person. Eligible prescription drugs are covered up to an additional \$5,000 lifetime maximum. Amounts you pay over the maximum benefit limitations do not apply toward the out-of-pocket maximum.
- **Artificial Insemination.** Covered services and supplies are limited to artificial insemination up to four times each month for one six-month period in the covered person's lifetime.
- **Assisted Reproductive Technology.** Covered services and supplies for Assisted Reproductive Technology (ART) are limited to a covered person who has undergone extensive screening and has been selected for ART because United HealthCare has determined, in its discretion, that for that person:
 - ART is safe and effective according to accepted clinical evidence reported by generally recognized medical professionals or publications.
 - There is no less intensive or more appropriate diagnostic or treatment alternative that could have been used in lieu of the following assisted reproductive technology procedures: In vitro fertilization services, Gamete intrafallopian transfer, Zygote intrafallopian transfer, Microinjection techniques
 - The covered person must have been unable to become pregnant through more conservative means for a minimum of 12 months, unless one partner has already been diagnosed as infertile.

The Plan does not cover: more than three attempts at ART; ART if infertility is the result of voluntary sterilization; ART services for persons who are clinically deemed to be high risk if pregnancy occurs, or who have no reasonable expectation of becoming pregnant.

Mastectomy Related Services

If you elect breast reconstruction in connection with a mastectomy, the following coverage will be provided in a manner determined in consultation with you and your physician:

- Reconstruction of the breast on which the mastectomy was performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses and treatment of physical complications of all stages of mastectomy, including lymphedemas.

The amount you must pay for such reconstruction is the same as for any other Covered Health Service. Limitations on benefits are the same as for any other Covered Health Service.

Physician Services

Covered Health Services provided by physicians include:

Medical Care and Treatment: Hospital, office visits, and emergency room services.

Surgery: Services for inpatient or outpatient surgical procedures.

Second Surgical Opinion: expenses for a second surgical opinion.

Reconstructive Surgery:

- Inpatient and outpatient reconstructive surgery to improve the function of a body part when the malfunction is the direct result of one of the following: birth defect, sickness, surgery to treat a sickness or accidental injury, and accidental injury.
 - Reconstructive breast surgery following a necessary mastectomy related to breast cancer.
 - Reconstructive surgery to remove scar tissue on the neck, face, or head if the scar tissue is due to Sickness or accidental injury.
 - *Cosmetic procedures are excluded from coverage.* Procedures that correct a congenital anomaly without improving or restoring physiologic function are considered cosmetic procedures. The fact that a covered person may suffer psychological consequences or socially avoidant behavior as a result of an injury, sickness or congenital anomaly does not classify surgery or other procedures done to relieve such consequences or behavior as a reconstructive procedure.

Notify UHC Care Coordination for benefits 5 business days before receiving services. By notifying Care Coordination, UHC can verify that the service is a reconstructive procedure rather than a cosmetic one.

Assistant Surgeon Services: Eligible expenses for assistant surgeon services are limited to 20% of the amount of Eligible Expenses for the surgeon's charge for the surgery. An assistant surgeon must be a Physician. Surgical assistant's services are not covered.

Multiple Surgical Procedures: Multiple surgical procedures means more than one surgical procedure performed during the same operative session. Eligible Expenses for multiple surgical procedures are limited as follows:

- Eligible Expenses for a secondary procedure are limited to 50% of the Eligible Expenses that would otherwise be considered for the secondary procedure had it been performed during a separate operative session.
- Eligible Expenses for any subsequent procedure are limited to 25% of the Eligible Expenses that would otherwise be considered for the subsequent procedure had it been performed during a separate operative session.

Spinal manipulations (chiropractic): Services of a physician given for the detection or correction (manipulation) by manual or mechanical means of structural imbalance or distortion in the spine. Covered services are limited to 6 visits per calendar year.

Routine pediatrician visits: covered during the initial hospital confinement of a healthy newborn infant provided the baby is the eligible dependent of an eligible employee and is enrolled for coverage within 60 days of birth. Circumcision of a newborn infant is covered provided the baby is the eligible dependent of an eligible employee and is enrolled for coverage within 60 days of birth.

Pregnancy

The Plan pays for medical expenses related to pregnancies of employees and their covered dependents in the same way as benefits are paid for sickness. Benefits are payable for at least:

- 48 hours of inpatient care for the mother and newborn child following a normal vaginal delivery.
- 96 hours of inpatient care for the mother and newborn child following a cesarean section.

The hospital or other provider is not required to get pre-authorization from United HealthCare for the time periods stated above. **However your doctor or hospital is required to call UHC for authorization for longer lengths of stay.**

This Plan may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, if applicable).

The office visit copayment does not apply to prenatal and postnatal physician visits (after the initial diagnosis) by the network obstetrician/gynecologist who is primarily responsible for the patient's maternity care.

Benefits are payable for pregnancy services provided by a licensed or certified Nurse-Midwife.

Note: Newborn children's medical expenses will be covered only if the children qualify as covered dependents of the employee under the eligibility rules of the Plan. To obtain health coverage for your newborn, you must enroll him/her within 60 days of birth (see Family/Work Status Changes section).

Healthy Pregnancy Program

The Plan offers a Health Pregnancy Program for pregnant employees and covered dependents. The Healthy Pregnancy program is a voluntary program for pregnant employees and dependents that strives to avert or delay premature delivery by combining patient education and care coordination. Patients are also automatically registered with the program anytime they are hospitalized for a complication during pregnancy.

To join the Healthy Pregnancy program call the UHC member services telephone number shown on your UHC identification card. A telephone questionnaire by the Care Coordination nurse helps identify women who are at high risk for premature labor and delivery. A notification letter describing the program is sent to the patient's doctor. Of course, all decisions concerning treatment remain the responsibility of the patient and her doctor.

Preventive Care

The following preventive care benefits are payable at the level shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section) if services are obtained from a network provider: routine physical exam including diagnostic test and immunization, routine pap test, pelvic exam, mammogram, and well baby care. No benefits are payable to non-network providers.

Benefits are payable on the same basis as any other sickness, including copayments and deductibles. Benefits are payable to one provider only for all of the services provided at each visit. Any exclusions regarding shots to prevent disease or medical exams will not apply to this benefit.

Well Baby Care

Well baby care is periodic preventive health services for a covered child from birth up to two (2) years of age. The services must be given or supervised by a Physician and include the following: Medical history,

periodic health evaluations, immunizations, and laboratory services in connection with periodic health evaluations. The services must be given at or about the following intervals: Birth, 2 months, 4 months, 6 months, 9 months, 12 months, 15 months, 18 months, 2 years.

The services must be consistent with the Recommendations for Preventive Pediatric HealthCare as adopted by the American Academy of Pediatrics and the most current version of the Recommended Childhood Immunization Schedule/United States.

Rehabilitation Therapy - Inpatient

- **Pre-notification is required.** Notify UHC Care Coordination at the member services number on your ID card. Inpatient rehabilitation services of a hospital or rehabilitation facility is a covered service only if intensive and multidisciplinary rehabilitation care is necessary to improve the patient's ability to function independently.

Rehabilitation Therapy - Outpatient

Outpatient rehabilitation services must be performed by a licensed therapy provider, under the direction of a physician. The therapy must be expected to result in significant, objective, measurable physical improvement in the Covered Person's condition. Outpatient rehabilitation services of the following providers other than a provider who ordinarily resides in your home or is a member of your or your spouse's family are covered at the level shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section).

- **Physical therapy** services by a licensed physical therapist.
- **Occupational therapy** services by a certified occupational therapist.
- **Respiratory therapy** services by a certified inhalation therapist.
- **Speech therapy** services by a licensed speech therapist for services given to restore speech lost due to one of the following: congenital abnormality; surgery, radiation therapy or other treatment which affects the vocal chords; cerebral thrombosis (cerebral vascular accident); brain damage due to accidental injury or organic brain lesion (aphasia) while covered under the plan; or accidental injury which happens while covered under the plan.
- **Speech therapy for children under age 12.** Services by a licensed speech therapist for a child under age 12 whose speech is impaired due to one of the following conditions: Infantile autism; developmental delay or cerebral palsy; hearing impairment; or major congenital anomalies that affect speech such as, but not limited to, cleft lip and cleft palate.

Pre-notification is required. Notify UHC Care Coordination at the member services number on your ID card. If you fail to pre-notify in a timely manner, you will incur a non-notification penalty amount shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section). The Plan will cover eligible expenses at the level shown on the Schedule of Medical Benefits.

- Eligible expenses made by a skilled nursing facility will be covered for room and board up to the semiprivate room rate and for other services and supplies.
- Coverage is provided for up to 120 days in the calendar year in a skilled nursing facility.
- The confinement must be certified as medically necessary by the attending physician as part of a formal hospital discharge plan or in lieu of hospitalization.

A skilled nursing facility is a specially qualified facility that has the staff and equipment to provide skilled nursing care or rehabilitation services and other health related services.

When you or a covered family member needs medical care you cannot receive at home, you may not need to be confined in a hospital. Your physician can authorize a stay in a skilled nursing facility as an alternative to hospital care for convalescing from an acute illness, treatment of a long-term illness where home care is not appropriate, or treatment of a terminal condition. Skilled services must be required on a daily basis.

To qualify for benefits under the Plan, the skilled nursing facility must be accredited by the Joint Commission on Accreditation of Hospitals or be approved by Medicare as a covered skilled nursing facility. Your physician must certify the stay with UHC Care Coordination, demonstrating that treatment in a skilled nursing facility is an appropriate alternative to hospitalization.

Patients who require domiciliary or custodial type care such as help in dressing, feeding, bathing, or assistance with walking, etc. are not candidates for skilled nursing facility services. These are personal custodial type services not requiring the services of skilled professionals.

To obtain more information about skilled nursing facilities, call the member services toll-free number shown on your UHC identification card.

Sterilization Services - Vasectomy and tubal ligation (but not a reversal).

Transplant Services

Pre-notification with UHC is required. Organ transplants and donor expenses that are not considered experimental or investigational when medically necessary as determined by United HealthCare. If your physician recommends an organ transplant, call United HealthCare Care Coordination at least 5 days prior to treatment at the toll-free number shown on your identification card. The United HealthCare Nurse Specialist will assist you by confirming whether the proposed procedure and related donor expenses are covered under the Plan and will provide additional information to help you make sound decisions regarding your care.

Urgent Care Centers

The Plan covers urgently needed health services at network urgent care centers. An urgent care center is a freestanding or hospital-based facility that provides health services to prevent serious deterioration of your health as a result of unforeseen sickness, injury or onset of symptoms. When your situation is not an emergency but you need care right away – such as a sprain, moderate wounds or uncontrolled fever – an urgent care center may be appropriate.

To locate an urgent care center near you, call UHC member services at 888-350-5607 or visit the website at www.myUHC.com. When your situation is not an emergency but you are not sure if urgent care is needed or not, you can call the NurseLine number on your UHC card 1-888-609-5880 to discuss the situation with a nurse.

See **Exclusions section** for health services and supplies not covered under the Medical Plan.

Outpatient Prescription Drugs

The Plan covers outpatient prescription drugs and medicines purchased from a network pharmacy as shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section). Network pharmacies have an agreement with United HealthCare (UHC) to dispense prescription drugs to plan participants at cost-effective rates. Pharmacists participating in the network are located throughout the country, and the network is comprised mainly of chain-store pharmacies. Show the pharmacist your United HealthCare ID card so the pharmacist will know you are a member of the United HealthCare network.

To locate a participating pharmacy, call the pharmacy customer service number on your United HealthCare ID card 1-800-842-2038 or visit the website www.myUHC.com.

Covered Prescription Drugs

Benefits payable for outpatient prescription drugs include:

- Medically necessary drugs prescribed by your physician.
- Birth control pills.
- Insulin and diabetic supplies.
- Self-administered injectables.
- Prenatal vitamins prescribed during pregnancy.
- Prescribed legend vitamins.
- Infertility drugs (up to a \$5,000 lifetime maximum per covered person).

Under this program, you may obtain the amount of drugs or medicines prescribed by your doctor, up to a maximum 31-day supply.

Using Network Pharmacies

When filling a prescription at a network pharmacy, present your United Health Care identification card to the pharmacist and then pay the copayment amount shown on the Schedule of Medical Benefits for each prescription or refill. If you use a non-network pharmacy, there is no coverage. For a complete list of participating pharmacies, contact the pharmacy customer service telephone number on your ID card or go to the website www.myuhc.com.

Copayments for prescription drugs do not count toward your medical deductible or out-of-pocket maximum under the Medical Plan.

Show Your ID Card

When you fill a prescription at a network pharmacy be sure to show the pharmacist your United HealthCare identification card. This is important, because your pharmacist uses the card to verify your coverage and copayment amount. The card also enables the pharmacist to submit the remainder of the prescription cost to the Plan.

If you do not show your ID card and the network pharmacy cannot reach United HealthCare to confirm your coverage by this Plan, the pharmacist will ask you to pay the entire cost of the prescription, not just the copayment. You may then file a claim for reimbursement of the difference. Contact the Benefits Department for a Prescription Drug Reimbursement form.

Tier1/Tier2/Tier3 Drugs

Tier 1 is your lowest copayment option. For the lowest out-of-pocket expense, you should always consider Tier 1 medications if you and your doctor decide they are appropriate for your treatment.

Tier 2 is your middle copayment option. Consider Tier 2 medications if no Tier 1 medication is appropriate to treat your condition.

Tier 3 is your highest copayment option. Sometimes there are alternatives available in Tier 1 or Tier 2. If you are currently taking a medication in Tier 3, ask your doctor whether there are Tier 1 or Tier 2 alternatives that may be appropriate for your treatment. Compounded medications, those medications containing one or more ingredients that are prepared "on-site" by a pharmacist, are classified at the Tier 3 level, providing the individual ingredients used in compounding are covered under the pharmacy benefit.

Network pharmacies will fill prescriptions with Tier 1 whenever possible.

Mail Order Prescription Drug Service

As part of your Prescription Drug program, you may order prescriptions through the HealthCare mail service. This option is useful if you use prescriptions on a regular basis like diabetic or heart medicine. Using the mail service is less expensive and more convenient.

Through this service you can obtain a 90-day supply of your medication through the mail for the cost of a 60-day supply. Your doctor must write the prescription for a full 90-day supply. The prescription can have up to 3 (three) refills (one year supply), if appropriate.

To enroll in this service, request a mail-order prescription drug form from your Benefits department. Write a check or money order for the generic or brand name copayment amount listed on the Schedule of Medical Benefits (at the beginning of the Medical Plan section). Mail the form and your payment to the address on the form. After initial enrollment, prescriptions may be refilled via telephone or online at www.myuhc.com.

Prescription Drugs Not Covered

- Injectable drugs. (This exclusion does not apply to insulin or self-administered injectables that can be injected subcutaneously.)
- Cosmetic drugs or drugs prescribed exclusively for cosmetic purposes.
- Experimental drugs or medicines that have not been approved by the FDA.
- Viagra and other prescription drugs for treatment of erectile dysfunction.
- Drugs for tobacco dependency or smoking cessation.
- Nutritional supplements.
- Over-the-counter drugs.
- General and injectable vitamins. (This exclusion does not apply to prenatal vitamins or prescribed legend vitamins.)
- Weight control drugs for treatment of obesity due to overeating (except appetite suppression drugs for morbid obesity indications only).
- Drugs that are not considered medically necessary, including any drug given in connection with a service or supply that is not medically necessary.
- Immunization agents and biological serum.
- Therapeutic devices or appliances, including colostomy supplies and support garments, contraceptive devices and supplies, hypodermic needles and syringes (This exclusion does not apply to diabetic supplies including insulin syringes with needles, blood testing strips -

glucose, urine testing strips - glucose, ketone testing strips and tablets, lancets and lancet devices which are covered.)

- Replacement drugs resulting from a lost, stolen, broken or destroyed Prescription Order or Refill
- Progesterone suppositories.
- Drugs dispensed in any amount, which exceed the supply limits.
- Drugs given to a covered person while the person is a patient in a hospital, skilled nursing facility, nursing home, or similar institution that has its own drug dispensary (these drugs are covered as regular medical expenses).

Mental Health and Substance Abuse

The Plan pays benefits for mental health and substance abuse treatment as described in this section through United Behavioral Health (UBH). You have two ways of accessing care: network or non-network care.

To receive full benefits and avoid penalty, call United Behavioral Health BEFORE receiving treatment.

- Before receiving treatment call the UBH mental health/substance abuse number listed on your medical identification card: 1-800-888-2998.
- An Employee Assistance Program (EAP) Specialist will listen to you, help clarify the problem and refer you to the network provider in your area best qualified to assess your situation and recommend a course of action.

Inpatient Care

- The Plan pays for medical expenses for inpatient mental health and substance abuse treatment. Plan benefits will depend on how you access your care:
- **Network:** If you see a network provider, the Plan pays the higher network benefit level as shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section).
- **Non-Network:** If you see a non-network provider for care, the Plan pays the non-network benefit level as shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section). **NOTE:** Even if you see a non-network provider for inpatient care, you must notify United Behavioral Health prior to receiving treatment; **otherwise a \$300 per occurrence penalty will apply.** Non-network care is subject to retrospective review.

| Inpatient Care | Annual Maximum | Lifetime Maximum |
|-----------------------|--|--|
| • Mental Health | unlimited days for network care; 30 days for non-network care | no separate maximum (expenses apply to the Medical Plan \$2,000,000 lifetime max) |
| • Substance abuse | 50 days for network care; 30 days for non-network care | 60 days for network and/or non-network care* (expenses apply to the Medical Plan \$2,000,000 lifetime max) |

* Network visits apply to the non-network maximum and non-network visits apply to the network maximum.

Note: The deductible for the Medical Plan listed on your Schedule of Medical Benefits does apply. Your share of Eligible Expenses for mental health and substance abuse care does not apply to the Medical Plan out-of-pocket Maximum. Mental health/substance abuse benefits apply to the Medical Plan \$2,000,000 lifetime maximum.

Outpatient Care

The Plan pays for medical expenses for outpatient treatment of mental health and substance abuse. The Plan benefits will depend on how you access your care:

- **Network:** If you see a network provider, the Plan pays the network benefit level as shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section).
- **Non-Network:** If you see a non-network provider for care, the Plan pays the non-network benefit level as shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section). Non-network care is subject to retrospective review.

| Outpatient Care | Annual Maximum | Lifetime Maximum |
|-------------------|---|---|
| • Mental Health | 50 visits for network and/or non-network care | no separate maximum (expenses apply to the Medical Plan \$2,000,000 lifetime max) |
| • Substance abuse | 50 visits for network and/or non-network care | 50 visits for network and/or non-network care* (expenses apply to the Medical Plan \$2,000,000 lifetime max) |

* Network visits apply to the non-network maximum and non-network visits apply to the network maximum.

Note: Your share of Eligible Expenses for mental health and substance abuse care does not apply to the Medical Plan out-of-pocket Maximum. Mental health/substance abuse benefits apply to the Medical Plan \$2,000,000 lifetime maximum.

Intermediate Care

The Plan pays for the following intermediate care:

- Day treatment or partial care, an intensive treatment that usually takes place 6-8 hours/day, at least 5 days a week.
- Structured outpatient care, which is a treatment program that occurs for 4-6 hours during the evening and 3-5 times a week, typically lasting 4-8 weeks.
- Residential care, a 24-hour treatment for individuals requiring intensive supervision but who do not require hospitalization
- Recovery home care, a living environment that is communal and sober where recovering individuals may live for some months during early recovery.

Plan benefits for intermediate care depend on how you access your care:

- If you call UBH before receiving treatment and are referred to a network provider, the Plan pays the network benefit level as shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section).
- If you see a non-network provider, the Plan pays the non-network benefit level as shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section). Non-network care is subject to retrospective review.

Note: Your share of Eligible Expenses for mental health and substance abuse services does not apply to the Medical Plan out-of-pocket maximum. The deductible for the Medical Plan listed on your Schedule of Medical Benefits does not apply. Mental health/substance abuse benefits apply to the Medical Plan \$2,000,000 lifetime maximum.

HSA

The HSA Choice Plus medical option through United HealthCare covers the same services and supplies that the Enhanced PPO Option covers — with different payment provisions. This plan qualifies as a high deductible plan with all services subject to the deductible. Your Health Savings Account is designed to pay for services that are subject to the deductible.

How the Health Savings Account Works

The Health Savings Account lets you control your healthcare expenses. This option combines the features of a Health Savings Account for your day-to-day medical expenses and the required high deductible plan to cover catastrophic expenses.

The Health Savings Account is a self directed tax-advantage account that you can use to pay for medical expenses. You can fund this account up to the deductible amount each year. Any unused amount remains in your account and carries over to the next year. If you leave employment your account goes with you.

The Company will contribute the following amounts to your account annually:

| | |
|--------|---------|
| Single | \$ 500 |
| Family | \$1,000 |

As part of the process, you will be required to open an account with United HealthCare's partner bank Exante Bank.

Medical expenses can be paid using a debit card at any credit card machine or with convenience checks that can be written directly to the physician or other medical professionals. Cash withdrawals can also be made at any ATM machine; however, use of an ATM machine will result in additional banking fees charged to your account.

The employee is responsible for verifying that HSA funds are used for qualified medical expenses (IRS section 213(d)) and for keeping records to verify that distributions are for qualified expenses. The IRS may request receipts during a tax audit.

Contributions to the account are on a pre-tax basis and payment of qualifying medical expenses are also tax-free. Interest earned on the account is also tax-free.

You can check your account balance and other account information on-line at www.myuhc.com.

Eligibility

- To qualify for an HSA, you must be:
- Covered by a high deductible plan (\$1,000 or more)
- Not covered by any other medical plan that is not a high deductible plan (e.g. spouse's plan)
- Not entitled to benefits under Medicare
- Not claimed as a dependent on another person's tax return.

HSA Plan Coverage

The HSA Plan covers similar services to the Enhanced Plan. However, under the HSA option covers those services at different levels.

- The Plan pays a lesser percentage of Eligible Expenses after you have first met the deductible requirement.
- Your annual deductible will be higher. The deductible applies to most network and non-network services.
- There are different or no copayments for network services. The Plan pays a percentage of the Eligible Expenses after deductible is satisfied.
- There are different or no copayments for prescription drugs. The Plan pays a percentage of the Eligible Expenses after deductible is satisfied.
- Your out-of-pocket expenses will be higher.
- Refer to the Schedule of Medical Benefits (located at the beginning of the Medical Plan section in this book) for payment levels under the HSA PPO option.

You may logon to www.MyUHC.com to view your benefits and claims information or locate a network provider.

If You Live Outside the PPO Network Area

Network providers are nationwide. However, some employees live outside United HealthCare's PPO network provider service areas.

If you live outside a network provider service area as determined by United HealthCare, you are eligible for the Enhanced PPO Option only. The HSA PPO Medical Option is not available outside the network service area.

If you elect the Enhanced PPO, you receive network-level benefits after any copayments (up to reasonable and customary charges) even if you see a non-network provider. For pharmacy-benefits, you must go to a network provider to receive benefits; non-network pharmacy expenses are not covered.

You reside out-of-area if your home address zip code is not included in the zip codes served by a United HealthCare PPO network.

To verify if there are network providers available in your zip code, call UHC customer service at 1-888-350-5607. Or, you can log onto www.provider.uhc.com. Call your employee benefits department with any questions.

Exclusions

No medical benefits shall be payable under any part of this Plan with respect to:

1. Charges for services or supplies not medically necessary for diagnosis or treatment of disease, injury, or other medical condition as determined by United HealthCare.
2. Charges for services or supplies provided prior to the covered individual's eligibility date.
3. Experimental, Investigational or Unproven Services – See Definitions.
4. Charges for services or supplies provided in connection with an occupational injury or illness covered under any Workers' Compensation or similar law.
5. Charges for services or supplies:
 - Furnished by or for the U.S. Government except as required by law; or
 - Furnished by or for any other government unless payment is legally required; or
 - Provided under a governmental program or law under which the individual is, or could be, covered, except as required by law.
6. Eligible expenses submitted and applied toward your deductible.
7. Services or supplies provided or prescribed for naturopathic treatment unless the provider is licensed as an M.D. or D.O.
8. Acupuncture charges.
9. Herbal medicine, holistic or homeopathic care, including drugs.
10. Vitamins, food supplements, enteral nutrition, and specialty foods (except prescribed prenatal vitamins and legend vitamins).
11. Nutrition counseling and diet plan services.
12. Pastoral counseling services.
13. Personal convenience or comfort items including, but not limited to, TVs, telephones, first aid kits, exercise equipment, air conditioners, humidifiers, saunas, and hot tubs.
14. Contraceptive devices.
15. Viagra and other prescription drugs for the treatment of erectile dysfunction.
16. Reversal of sterilization charges.
17. Sex change services or supplies.

18. Cosmetic services and supplies. Includes all services or supplies received in connection with cosmetic surgery performed on a body part in order to improve its appearance, unless it is:
 - Reconstructive surgery when it is incidental to or follows surgery which results from sickness or injury of the involved body part; or
 - Reconstructive surgery related to mastectomy, including:
 - Reconstruction of the breast on which the mastectomy was performed
 - Surgery and reconstruction of the other breast to produce a symmetrical appearance
 - Prosthesis and treatment of physical complications of all stages of mastectomy, including lymphedemas
 - To correct deformities caused by sickness; or
 - To correct deformities caused by an accidental injury occurring while covered by the Plan; or
 - To correct congenital deformities or anomaly.
19. Abdominoplasty.
20. Breast reduction surgery.
21. Wigs or toupees (except for loss of hair resulting from treatment of a malignancy or permanent loss of hair from an accidental injury while covered under this Plan), hair transplants, hair weaving or any drug if such drug is used in connection with baldness.
22. Replacement or repair of a prosthetic device (whether lost or stolen) or of durable medical equipment. If replacement or repair is medically necessary due to anatomical changes, the Plan will cover the lesser expense.
23. Dental services and supplies of any kind except:
 - Expenses for necessary services for correction of damage to natural teeth caused by accidental injury.
 - Oral surgery if needed as a necessary, but incidental, part of a larger service in treatment of an underlying medical condition.
 - Expenses for hospital room and board and other special hospital services while registered as a bed patient due to medical necessity.
24. Nursing services, speech therapy, physical therapy, occupational therapy, respiratory therapy, or home health care services provided by the employee or the employee's spouse, or a child, brother, sister, or parent of the employee or the employee's spouse.
25. Private-duty nursing unless approved by UHC Care Coordination.
26. Charges for services or supplies provided in connection with any artificial procreation procedure except as specified. (See Infertility in the Covered Health Services section.)
27. Charges for routine physical or medical examinations or other preventive care not connected with the care, diagnosis, or treatment of an actual illness, disease, or injury, except as specified.
28. Charges for failure to keep a scheduled appointment or for completion of claim forms, medical reports, or itemized bills, etc.
29. Surrogate parenting charges.
30. Foot care charges except for treatment of feet that is medically necessary and prescribed by a physician.
31. Services or supplies for the treatment of Substance Abuse except as specified.

32. Custodial Care expenses and transportation services to or from a home health care agency or facility providing home health care services to you or your covered dependents.
33. Education, training and bed & board while confined in an institution which is mainly a school or other institution for training, a place of rest, a place for the aged or a nursing home.
34. Services or supplies for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of medical expense coverage.
35. Services or supplies that exceed reasonable and customary charges.
36. Any charges for any condition, disability, or expense resulting from or sustained as a result of war or act of war, declared or undeclared.
37. Charges for eye refraction, eyeglasses, contacts or the fitting of eyeglasses/contacts; hearing aids or the fitting of hearing aids, cochlear implants.
38. Services for a surgical procedure to correct refraction errors of the eye, including any confinement, treatment, services, or supplies given in connection with or related to the surgery.
39. Charges for services or supplies other than those certified by a legally qualified physician, surgeon or registered nurse who is practicing within the scope of his or her license.
40. Surgery, treatment, membership programs, or supplies that are intended to result in weight reduction, regardless of diagnosis, except covered services to treat morbid obesity. This exclusion includes, but is not limited to, liposuction and membership costs for health clubs, weight loss clinics, and diet plans.
41. Services related to the removal of an organ or tissue from a person for transplantation into another person, unless the transplant recipient is a covered person under this Plan and is undergoing a covered transplant.
42. Ecological or environmental medicine, diagnosis and/or treatment.

Termination of Coverage

Your Medical Plan coverage will terminate at the end of the calendar month in which:

- Your employment ends
- You are no longer an eligible employee,

Or, if earlier, on the date the Plan is terminated.

You may qualify for an extension of coverage in certain circumstances described in the Special Extensions of Coverage section below.

Coverage for your enrolled dependents will terminate at the end of the calendar month in which:

- Your coverage terminates, or
- You are no longer eligible for dependent coverage, or
- Your dependent is no longer eligible, or
- Your dependent contributions end;

Or, if earlier, on the date your dependent becomes eligible for coverage as an ABX Air, Inc. employee.

See the Special Extensions of Coverage section, the Continuation Coverage Privilege (COBRA) section and the Health Insurance Portability and Accountability Act-HIPAA section for related information in the event your or your dependents' coverage terminates.

Medical Plan benefits cannot be converted to individual coverage.

Special Extensions of Coverage During Approved Disability Leave

If you are on an approved medical leave of absence for your illness or injury, your medical coverage for you and your dependents may be extended for up to a maximum of one year at ABX Air, Inc.' expense. You must continue to pay your share of the premium, if any. Doctor certifications are required to extend benefits.

If you are still disabled at the end of the one year period, you may continue your health care coverage at your expense for the balance of the COBRA continuation coverage period.

During Family Medical Leave

If you meet the requirements for Family Medical Leave, ABX Air, Inc. will maintain or reinstate any health care coverage which you had under this Plan prior to the leave. You must continue to pay your share of the premium, if any. See the "Family Medical Leave" section for details.

During a Personal Leave of Absence

Your medical coverage remains in effect until the end of the month in which you last worked. You may enroll in the health care COBRA continuation coverage program at your expense.

During a Uniformed Services Leave (Military Leave of Absence)

- If your uniformed services leave is less than 31 days, your medical coverage continues during the leave. You must continue to pay your share of the premium, if any.
- If your uniformed services leave is 31 days or more, your medical coverage remains in effect until the end of the month in which you last worked. You and your dependents may enroll in the health care COBRA continuation coverage program at your expense.

During Jury Duty (or Court Witness)

Your medical coverage continues when you are required to serve as a juror or as a court witness. You must continue to pay your share of the premium, if any.

Leave for trials that are expected to be of lengthy duration (over 30 days) must be requested for approval through Human Resources.

After Your Death

If you die, medical coverage for your dependents remains in effect until the end of the month in which your death occurs. Your dependents may enroll in the health care COBRA continuation coverage program at their expense, provided they were enrolled in health care coverage before your death.

During Hospital Confinement

If you or one of your dependents are confined as an inpatient in a hospital (or Other Covered Health Care Facility) when medical coverage terminates, benefits will continue for Eligible Expenses incurred by the patient while continuously confined to the hospital (or Other Covered Health Care Facility) for 90 days from the date medical coverage terminated, or until the patient is discharged from the hospital (or Other Covered Health Care Facility), if earlier.

Your share of the premium for the confined family member will be waived during this special extended benefit period.

Reinstatement of Coverage

If your medical coverage terminates because you cease to meet the definition of an eligible employee, medical coverage for you and your eligible dependents may be reinstated immediately (without waiting 90 days) if you return to active work in an eligible class within 12 months from the date your eligibility ceased.

If your unmarried dependent child age 19 through 23 lost eligibility because he or she was no longer a full-time student, medical coverage may be reinstated when the dependent child returns to full-time student status, provided you apply for reinstatement of coverage within 30 days. Coverage will be reinstated retroactive to the date the dependent child resumed attending classes (without waiting 90 days).

If loss of eligibility and reinstatement of coverage occur within the same calendar year, the calendar year deductible and copayment requirements and the annual benefit maximum provisions will be applied only once for that year.

Third Party Liability

If you or a dependent incur expenses because of the negligence of another person or organization and the Medical Plan reimburses you for those expenses (or pays benefits), United HealthCare has the right to pursue reimbursement for those benefits from the third party (subrogation) where permitted by law. In addition, United HealthCare has the right to:

- Require you to do whatever is reasonably necessary to secure the Plan's right to reimbursement for medical payments from a third party.
- Receive reimbursement from you for Plan benefits provided or paid to you if you received payment for the same benefits from another source.
- Credit against future Plan benefits an amount equal to Plan benefits provided or paid to you if you received payment for the same benefits from another source.

Recovery of Overpayments

United HealthCare has the right to:

- Receive reimbursement for benefits paid in excess of amounts required under the Plan or for benefits paid for services you are not legally required to pay or do not pay.
- Require you to do whatever is reasonably necessary to recover payment when the refund is due from another person or organization.
- Recover from you the amount paid for claims of ineligible dependents.
- Credit against future plan benefits an amount equal to the refund due.

Coordination of Benefits (COB)

If you or your dependents have other medical coverage in addition to being covered under this Plan, the benefits under this Plan will be coordinated with the benefits of other plan(s).

Specifically, in a calendar year, this Plan will pay its regular benefits but not more than the amount which, *when added to the benefits payable by the other plan or plans*, will equal 100% of allowable expenses.

Allowable expenses means any necessary, reasonable and customary expense incurred during a calendar year while eligible for benefits under this Medical Plan, part or all of which would be covered under any of the other plans.

Other plans include any plan providing benefits or services for medical treatment when benefits or services are provided by group insurance or any arrangement of coverage for individuals in a group, whether on an insured or uninsured basis, or by individual health insurance policies or contracts, medical expense provisions of automobile Personal Injury Protection (PIP) policies, automobile no-fault insurance benefits, or homeowners insurance policies.

Coordination of benefits typically occurs if you and your dependents are covered by more than one group insurance plan. One plan will be considered the “primary” plan, and the other will be the “secondary” plan.

To obtain proper payment of your medical bills, send your claim to the primary plan first, then send the secondary plan a copy of your bills along with a copy of the primary plan’s “explanation of benefits paid” statement.

To determine which plan is primary and which plan is secondary, follow the rules listed below:

1. Order of payments for an ABX Air, Inc. employee
 - Primary plan is the ABX Air, Inc. Plan
 - Secondary plan is the plan sponsored by the spouse’s employer
2. Order of payments for the spouse of an ABX Air, Inc. employee
 - Primary plan is the plan sponsored by the spouse’s employer
 - Secondary plan is the ABX Air, Inc. Plan
3. Order of payments for the children of an ABX Air, Inc. employee
 - Primary plan is the plan of the parent whose birthday occurs earlier in the year
 - Secondary plan is the plan of the parent whose birthday occurs later in the year
4. Order of payments for children of divorced parents

- Primary plan is determined by court decree; otherwise,
 - Primary plan is the plan of the natural or adoptive parent with custody
 - Secondary plan is the plan of the step-parent with custody
 - Tertiary (third) plan is the plan of the natural or adoptive parent without custody
5. Order of payments for persons covered by a plan for active employees (and their dependents) and by a plan for retirees, laid-off employees or COBRA coverage continuants (and their dependents)
 - Primary plan is the plan for active employees (and their dependents)
 - Secondary plan is the plan for retirees, laid-off employees or COBRA coverage continuants (and their dependents)
 6. Order of payments if not covered above
 - Primary plan is the plan which has covered the individual the longest
 - Secondary plan is the plan which has covered the individual for less time
 7. Order of payments if the other group plan or individual policy does not contain a coordination of benefits provision
 - Primary plan is the plan that does not contain a coordination of benefits provision
 - Secondary plan is the ABX Air, Inc. Plan

United HealthCare has the right to release and obtain any information it considers necessary to administer this provision and to recover overpayments.

Coordination of Benefits with Medicare

If you are an active employee:

The ABX Air, Inc. Medical Plan is normally the “primary” plan for employees who continue to work past age 65. Medicare normally provides “secondary” coverage. Medicare will cover Medicare-eligible expenses to the extent they are not paid by this Plan. The ABX Air, Inc. Plan will also normally pay benefits before Medicare for your covered spouse who is age 65 or older. You have the option of waiving coverage under this Plan and enrolling in Medicare. Medicare will be the only coverage for you and your Medicare-eligible spouse. If you have questions about this election, please contact Human Resources.

If you are retired:

This Plan will provide secondary coverage to Medicare. For retirees and their spouses who are eligible for Medicare, Medicare is normally the primary medical coverage. For comprehensive coverage under Medicare, you must enroll in both Part A and Part B of Medicare. This means the amount of charges for expenses covered under this Plan is calculated first. Then the amount payable under Medicare for the same expenses is subtracted from the amount of Covered Expenses. This Plan pays the difference between the two amounts.

The amount payable under Medicare which is subtracted from Covered Expenses is the amount that would have been payable under Medicare (when Medicare is primary) even if:

- The person is not enrolled in Medicare. Medicare benefits are determined as if the person were covered under Medicare Parts A and B.
- The person is enrolled in a Medicare+Choice (Medicare Part C) plan and receives non-covered out-of-network services because the person did not follow all rules of the plan. Medicare benefits are determined as if the services were covered under Medicare Parts A and B.
- The person receives services from a provider who has elected to opt-out of Medicare. Medicare benefits are determined as if the services were covered under Medicare Parts A and B and the provider has agreed to limit charges to the amount of charges allowed under Medicare rules.

- The services are provided in a Veterans Administration facility or other facility of the federal government. Medicare benefits are determined as if the services were provided by a non-governmental facility and covered under Medicare.
- The person is enrolled under a plan with a Medicare Medical Savings Account. Medicare benefits are determined as if the person were covered under Medicare Parts A and B.

If you are on approved disability leave and entitled to Medicare:

If you are on approved disability leave, and you or your spouse is 65 and enrolled in Medicare, this Plan will be the primary coverage for the Medicare-entitled person during the first 6 months of disability payments. Medicare will be the person's secondary coverage and will cover Medicare-eligible expenses to the extent they are not paid by the Plan. After 6 months, Medicare becomes the person's primary coverage and this Plan becomes the secondary coverage.

If you or your spouse is entitled to Medicare due to disability other than end-stage renal disease and has retiree coverage under the plan, Medicare will be the primary coverage and the plan will be the secondary coverage. Medicare entitlement occurs 29 months after the Medicare-qualifying disability.

If you are undergoing treatment for end-stage renal disease (ESRD):

- For active employees, employees on approved disability leave, and their dependents, the ABX Air, Inc. Plan is the primary coverage for the first 30 months following entitlement to Medicare due to ESRD, and Medicare is the secondary coverage. If the employee or dependent still has ESRD after this 30-month period, Medicare then becomes the primary coverage, and the ABX Air, Inc. Plan becomes the secondary coverage.
- For retirees and their dependents, if the ABX Air, Inc. Plan already pays secondary at ESRD onset, the ABX Air, Inc. Plan will continue to be the secondary coverage, and Medicare will continue to be the primary coverage.
- However, if a retiree or dependent becomes entitled to Medicare as a result of ESRD before or at the same time as becoming entitled to Medicare because of age, the ABX Air, Inc. Plan will continue to be the primary coverage for the first 30 months following entitlement to Medicare, and Medicare will be the secondary coverage. After this 30-month period, Medicare becomes the primary coverage, and the ABX Air, Inc. Plan becomes the secondary coverage.

Claim Procedures

If you selected the Enhanced PPO or Basic PPO options and see a network provider, your provider will bill the Plan directly. You are responsible for copayments to a network provider at the time of service.

If you see a non-network provider you may need to file a claim form with United HealthCare (UHC). See "Mental Health and Substance Abuse Claims" if you're filing this type of claim; this type of claim must be filed with United Behavioral Health (UBH).

Time Limit for Filing Claims

All claims must be submitted for payment **within 12 months** of the date expenses are incurred. Claims not submitted within this time limit will not be paid. If a non-network provider submits a claim on your behalf, you are still responsible for ensuring the timeliness of the submission.

How to File a Claim Form for Benefits

Only claims for expenses incurred on or after the effective date of your coverage will be processed. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim.

Be sure all questions are answered fully and any required medical statements and bills are submitted with the claim form to the United HealthCare Claim Office.

To receive prompt payment for your claims, follow the procedures listed below as closely as possible.

1. Complete the United HealthCare (UHC) claims form.
 - For doctor's services, attach your doctor's itemized bill or have your doctor complete his or her required portion of the claim form.
 - For hospital services, attach the itemized hospital bill that lists all services and supplies received.
 - For prescription drugs use a Medco Health claim form and be sure to attach itemized bills showing the name of the individual for whom the drugs were prescribed, the prescription number, the diagnosis, the cost, and the name of the doctor prescribing the drug.
 - Dental expenses incurred as a result of an accident should be submitted with complete accident details to the Medical Plan for payment.

Note: The "Other Coverage Information" section must be completed on each claim form. Also, if the expense is related to an accident, the "Accident Information" section must be completed on each related claim.

2. Your claim and all bills connected with it should be submitted to United HealthCare promptly following the date expenses are incurred. You must submit original bills. United HealthCare will not accept photocopies, except for secondary coordination of benefit claims.
3. Payments can be handled in two ways:
 - You may assign payment of benefits by signing the authorization on the claim. If you do assign your benefits, the payment will be sent directly to the provider of service; or
 - You may pay the bill directly, in which case the benefit checks will be made payable to you.

All benefit checks other than those assigned will be mailed by the claims office to you.

4. You should forward the completed claim form together with itemized bills to the following address:

United HealthCare
ABX Air, Inc. - Medical Unit
P.O. Box 30555
Salt Lake City, UT 84130-0555

Claim Inquiries: 888-350-5607
The ABX Air, Inc. group number is 703940.

Mental Health and Substance Abuse Claims

If you receive network mental health or substance abuse benefits authorized by United Behavioral Health (UBH), there is no need to file a claim form. When services are received from non-network providers, you must submit a claim form to UBH to receive benefits.

Request claim forms directly from UBH by calling the mental health/substance abuse number on your identification card: (800) 888-2998.

Claim Procedures for Alternate Recipients under Qualified Medical Child Support Orders (QMCSO)

The Claim Procedures must be followed for claims of alternate recipients under qualified medical child support orders.

The Plan pays the provider if the claim is assigned. Otherwise, the plan pays the employee. See the "Qualified Medical Child Support Order" section for more information.

Routine Questions

If there is any question about a claim payment, an explanation may be requested directly from United HealthCare by calling 1-888-350-5607 (the ABX Air, Inc. group number is 703940). You may also logon to www.MyUHC.com to view your claims information.

Claim Determination

Post-Service Claims

Post-Service Claims are those claims that are filed for payment of benefits after medical care has been received. If your post-service claim is denied, you will receive a written notice from United HealthCare (UHC) within 30 days of receipt of the claim, as long as all needed information was provided with the claim. UHC will notify you within this 30-day period if additional information is needed to process the claim, and may request a one-time extension not longer than 15 days and pend your claim until all information is received.

Once notified of the extension you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame and the claim is denied, UHC will notify you of the denial within 15 days after the information is received. If you do not provide the needed information within the 45-day period, your claim will be denied.

A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

Pre-Service Claims

Pre-service claims are those claims that require notification or approval prior to receiving medical care. If your claim was a pre-service claim, and was submitted properly with all needed information, you will receive written notice of the claim decision from United HealthCare (UHC) within 15 days of the claim.

If you filed a pre-service claim improperly, UHC will notify you of the improper filing and how to correct it within 5 days after the pre-service claim was received. If additional information is needed to process the pre-service claim, UHC will notify you of the information needed within 15 days after the claim was received, and may request a one time extension not longer than 15 days and pend your claim until all information is received.

Once notified of the extension you then have 45 days to provide this information. If all of the needed information is received within the 45- day timeframe, UHC will notify you of the determination within 15 days after the information is received. If you do not provide the needed information within the 45 days period, your claim will be denied. A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

Urgent Claims that Require Immediate Action

Urgent claims are those claims that require notification or approval prior to receiving medical care, where a delay in treatment could seriously jeopardize your life or health or the ability to regain maximum function or, in the opinion of a physician with knowledge of your medical condition could cause severe pain. In these situations:

You will receive notice of the benefit determination in writing or electronically within 72-hours after United HealthCare (UHC) receives all necessary information, taking into account the seriousness of your condition.

- Notice of denial may be oral with a written or electronic confirmation to follow within 3 days.
- If you filed an urgent claim improperly, UHC will notify you of the improper filing and how to correct it within 24 hours after the urgent claim was received. If additional information is needed to process the claim, UHC will notify you of the information needed within 24 hours after the claim was received. You then have 48 hours to provide the requested information. You will be notified of a determination no later than 48 hours after:
 - UHC's receipt of the requested information; or
 - The end of the 48 hour period within which you were to provide the additional information, if the information is not received within that time.

A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

Concurrent Care Claims

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an urgent claim as defined above, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. If your request for the extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an urgent claim and decided according to the timeframes described above.

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new claim and decided according to post-service or pre-service timeframes, whichever applies.

Claim Appeals

How to Appeal a Claim Decision

If you disagree with a claim determination after following the above steps, you can contact United HealthCare (UHC) in writing to formally request an appeal. If the appeal relates to a claim for payment, your request should include:

- The patient's name and the identification number from the ID card.
- The date(s) of medical service(s).
- The provider's name.
- The reason you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your first appeal request must be submitted to UHC within 180 days after you receive the claim denial.

Appeal Process

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field that was not involved in the prior determination. UHC may consult with, or seek the participation of, medical experts as part of the appeal resolution process. You consent to this referral and the sharing of pertinent medical claim information. Upon request and free of charge you have the right to reasonable access to and copies of, all documents, records, and other information relevant to your claim for benefits.

Appeal Determinations

You will be provided written or electronic notification of decision on your appeal as follows:

- For appeals of pre-service claims, the first level appeal will be conducted and you will be notified by UHC of the decision within 15 days from receipt of a request for appeal of a denied claim. A second level appeal will be conducted and you will be notified by UHC of the decision within 15 days from receipt of a request for review of the first level appeal decision.
- For appeals of post-service claims, the first level appeal will be conducted and you will be notified by UHC of the decision within 30 days from receipt of a request for appeal of a denied claim. A second level appeal will be conducted and you will be notified by UHC of the decision within 30 days from receipt of a request for review of the first level appeal decision.
- For urgent claims procedures, see "Urgent Claim Appeals That Require Immediate Action" below.
- For appeals of concurrent care claims, the appeal will be conducted under timeframes and procedures that are appropriate to the type of claim that was denied. Refer to either pre-service, post-service or urgent claims appeals.

If you are not satisfied with the first level appeal decision of UHC, you have the right to request a second level appeal from UHC as the Plan Administrator. Your second level appeal request must be submitted to UHC within 60 days from receipt of first level appeal decision.

For pre-service and post-service claim appeals, ABX Air, Inc. has delegated to UHC the exclusive right to interpret and administer the provision of the Plan. UHC's decisions are conclusive and binding. Please note that UHC's decision is based only on whether or not benefits are available under the Plan for the treatment or procedure. The determination as to whether the health service is necessary or appropriate is between you and your Physician.

Urgent Claim Appeals that Require Immediate Action

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health or the ability to regain maximum function or cause severe pain. In these urgent situations:

The appeal does not need to be submitted in writing. You or your Physician should call UHC as soon as possible. UHC will provide you with a written or electronic determination within 72 hours following receipt of your request for review of the determination taking into account the seriousness of your condition.

For urgent claim appeals, ABX Air, Inc. has delegated to UHC the exclusive right to interpret and administer the provisions of the Plan. UHC's decisions are conclusive and binding.

Definitions

Alcoholism Treatment Facility. An institution approved by United HealthCare providing treatment for chronic alcoholism and operating under the direction and control of the Department of Health (or the equivalent department) of the state where services are provided.

Calendar Year. A period of one year beginning with January 1st.

Coinsurance. The portion of covered health care costs for which the covered person has a financial responsibility, usually according to a fixed percentage. Often coinsurance applies after first meeting a deductible requirement.

Cosmetic Procedures. See Reconstructive Procedures.

Covered Family Members or Covered Person. The Employee and the Employee's wife or husband and/or Dependent children who are covered under this Plan.

Covered Health Services. Covered Health Services are those health services, supplies or equipment provided for the purpose of diagnosing or treating a sickness, injury, mental illness, substance abuse, or symptoms. Covered Health Services will be provided:

- When the Plan is in effect;
- Prior to the date that any of the individual termination conditions set forth in this Summary Plan Description; and
- Only when the person who receives services is a Covered Person and meets all eligibility requirements specified in the Plan.

A Covered Health Service must meet each of the following criteria:

- It is supported by national medical standards of practice.

- It is consistent with conclusions of prevailing medical research that demonstrates that the health service has a beneficial effect on health outcomes and are based on trials that meet the following designs:
- Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
- Well-conducted cohort studies. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)
- It is the most cost-effective method and yields a similar outcome to other available alternatives.
- It is a health service or supply that is described in this section, and which is not excluded under General Exclusions.

Decisions about whether to cover new technologies, procedures and treatments will be consistent with conclusions of prevailing medical research, based on well conducted randomized trials or cohort studies, as described.

Custodial Care. Personal care services that do not require the skills of qualified technical or professional personnel. Such services can be performed safely and effectively by the average non-medical person without the direct supervision of skilled personnel, and therefore are not considered skilled services and are not covered expenses under the Medical Plan.

Eligible Expense(s). The amount that will be paid for Covered Health Services incurred while the Plan is in effect. The Eligible Expenses must be incurred for the care of an accidental injury or Sickness. An Eligible Expense is incurred on the date that the Covered Health Service is performed or given. Each Covered Person must satisfy certain copayments, deductibles and/or penalties before any payment is made for certain Covered Health Services. Then the Plan pays the percentage of Eligible Expenses shown on the Schedule of Medical Benefits (at the beginning of the Medical Plan section).

Experimental, Investigational or Unproven Services. Medical, surgical, diagnostic, psychiatric, substance abuse or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time United HealthCare makes a determination regarding coverage in a particular case are determined to be:

- Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service, or the United States Pharmacopoeia Dispensing Information, as appropriate for the proposed use; or
- Subject to review and approval by any institutional review board for the proposed use; or
- The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or
- Not demonstrated through prevailing peer-reviewed medical literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed.

United HealthCare, in its judgment, may deem an Experimental, Investigational or Unproven Service covered under this Plan for treating a life threatening sickness or condition if it is determined by United HealthCare that the Experimental, Investigational or Unproven Service at the time of the determination:

- is proved to be safe with promising efficacy; and
- is provided in a clinically controlled research setting; and

- Uses a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

(For the purpose of this definition, the term "life threatening" is used to describe sicknesses or conditions which are more likely than not to cause death within one year of the date of the request for treatment.)

FreeStanding Emergency Clinic. An approved freestanding emergency clinic is one that offers the same service as a hospital emergency room.

Generic Drug. A chemically equivalent copy designed from a brand-name drug whose patent has expired. A generic is typically less expensive and sold under a common or "generic" name for that drug (e.g., the brand name for one tranquilizer is Valium, but it is also available under the generic name diazepam). Also called generic equivalent.

Home Health Care Agency. A hospital or other organization which is licensed or certified under a public health law or a similar law to provide home health care services or is recognized as a home health care agency by Medicare.

Hospice. A Medicare-approved hospice.

Hospital. An institution operated for the care and treatment of sicknesses and injuries on an inpatient basis and having facilities for diagnosis, 24-hour nursing service, and, except in the case of a hospital primarily concerned with the treatment of chronic diseases, major surgery. The term "hospital" shall not include an establishment that is, other than incidentally, a place for rest, a place for the aged, a place for drug addicts, a place for alcoholics, a nursing home, or a hotel.

Hospital confinement. A hospital stay that continues for a period of at least 18 consecutive hours.

Illness. State of being sick.

Injury. Trauma or damage to some part of the body.

Medically Necessary. Those health care services and supplies that are determined by United HealthCare to be medically appropriate and meet all the following conditions:

- Necessary to meet the basic health needs of the covered person.
- Rendered in the most cost efficient manner and type of setting appropriate for the delivery of the health service or supply.
- Consistent in type, frequency and duration of treatment with scientifically based guidelines of national medical, research or health care coverage organizations or governmental agencies that are accepted by United HealthCare.
- Consistent with the diagnosis of the condition.
- Required for reasons other than the convenience of the covered person or of his or her physician.
- Demonstrated through prevailing peer-reviewed medical literature to be either:
 - Safe and effective for treating or diagnosing the condition or sickness for which their use is proposed, or
 - Safe with promising efficacy for treating a life-threatening sickness or condition in a clinically controlled research setting, and using a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

For purposes of this definition, the term "life threatening" is used to describe sicknesses or conditions which are more likely than not to cause death within one year of the date of the request for treatment.

The fact that a physician has performed or prescribed a procedure or treatment, or the fact that it may be the only treatment for a particular injury, sickness or pregnancy does not mean that it is a “medically necessary” service or supply as defined above. The definition of “medically necessary” or “medical necessity” used herein relates only to coverage, and differs from the way in which a physician engaged in the practice of medicine may define these terms.

Medicare. The Health Insurance for the Aged and Disabled program under Title XVIII of the Social Security Act.

Nurse. A registered nurse (R.N.), including a licensed or certified nurse-midwife.

Note: Expenses for professional nursing services of a Christian Science nurse shall be included on the same basis and subject to the same terms and limitations, as expenses for other nursing services provided such nurse is listed in the Christian Science Journal current at the time such services are provided as:

- Having completed nurses training at a Christian Science Benevolent Association Sanitarium, or
- Being a graduate of another nurses training course, or
- Having had three consecutive years of Christian Science nursing, including two years of training.

Other Covered Health Care Facility. As used in the “Special Extensions of Coverage - During Hospital Confinement” section means:

- A Skilled Nursing Facility
- A Hospice

Outpatient Rehabilitation Facility. A facility which is primarily engaged in providing diagnostic, therapeutic and restorative services to outpatients for the rehabilitation of injured or sick persons and which is approved by Medicare as a Comprehensive Outpatient Rehabilitation Facility or fully meets the tests established by UHC for a Comprehensive Outpatient Rehabilitation Facility.

Physician. A physician or surgeon operating within the scope of his or her license as:

- Medical Doctor (M.D.)
- Osteopath (D.O.)
- Podiatrist (D.P.M.)
- Doctor of Dentistry (D.D.S., D.M.D.)
- Chiropractor (D.C.)
- Licensed Clinical Psychologist (Ph.D.)

Note: Expenses for actual visits for healing purposes made by a Christian Science practitioner who is listed as such in the Christian Science Journal current at the time of such visits shall be considered for benefits subject to the same terms and limitations as if such expenses were charged by a Physician.

Preferred Provider Organization (PPO). A program in which contracts are established with providers of medical care for discounted rates. Providers under such contracts are referred to as preferred providers. While benefits are usually available from non-participating providers, the Plan pays more for services received from preferred providers.

Preferred Provider. Physicians, hospitals, and other health care professionals who contract to provide health services to persons covered by a particular health plan. See also preferred provider organization.

Private-Duty Nursing. Skilled services, which include skilled nursing, skilled teaching and skilled rehabilitation services, are those services which meet all of the following criteria:

- Must be delivered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical out come, and provide for the safety of the patient;
- Are ordered by a physician;
- Meet medical necessity criteria for treatment of the illness, injury or pregnancy;
- Approved by Care Coordination.

Reasonable and Customary Charge. The reasonable and customary charge (as determined by the plan) is the lowest of:

- The usual charge by the physician or other provider of the services or supplies for the same or similar services or supplies; or
- The usual charge of most other physicians or other providers of similar training or experience in the same or a similar geographic area for the same or similar services or supplies; or
- The actual charge for the services or supplies.

Sickness (illness). A medical disease, disorder, or condition.

Skilled Nursing Facility. If the facility is approved by Medicare as a Skilled Nursing Facility, then it is covered by this Plan. If not approved by Medicare, the facility may be covered if it meets the following tests:

- It is operated under the applicable licensing and other laws.
- It is under the supervision of a licensed Physician or registered graduate nurse (R.N.) who is devoting full time to supervision.
- It is regularly engaged in providing room and board and continuously provides 24-hour-a-day skilled nursing care of sick and injured persons at the patient's expense during the convalescent stage of an injury or Sickness.
- It maintains a daily medical record of each patient who is under the care of a licensed Physician.
- It is authorized to administer medication to patients on the order of a licensed Physician.
- It is not, other than incidentally, a home for the aged, the blind or the deaf, a hotel, a domiciliary care home, a maternity home, or a home for alcoholics or drug addicts or the mentally ill.

A Skilled Nursing Facility which is part of a Hospital will be considered a Skilled Nursing Facility for the purposes of this Plan.

Urgent Care Center. A free-standing or hospital-based facility that provides health services which are required in order to prevent serious deterioration of a covered person's health and which are required as a result of unforeseen sickness, injury or onset of symptoms. Examples include health services to treat a sprain, moderate wounds, or uncontrolled fever.

Page Left Intentionally Blank

EMPLOYEE ASSISTANCE PROGRAM

For those times that you may experience personal difficulties or concerns, ABX Air, Inc. provides an Employee Assistance Program (EAP). This is a confidential program designed to provide and/or refer you for care or related services.

ABX Air, Inc. has contracted with UBH, an independent corporation that provides professional counseling and referral services. ABX Air, Inc. employees and family members can contact UBH by telephone 24 hours a day, seven days a week using the toll-free number 800-888-2998.

A confidential appointment will be scheduled within seven business days (or sooner, in a crisis situation). An experienced UBH counselor will help assess your situation and suggest possible solutions and available resources. Often that is all the help you need. If additional help is recommended, you or your eligible dependent will be referred to an appropriate outside agency or service.

Call the EAP toll-free number 800-888-2998 and give them the ABX Air, Inc. group number 703940. The EAP may help with a variety of situations:

- Work and family responsibilities
- Child care
- Single parenting, parent-child conflict
- Depression
- Marriage problems
- Aging parents, elder care
- Legal and financial concerns
- Alcohol and drug abuse
- Compulsive gambling
- Physical abuse
- Stress
- Eating disorders.

How The EAP Works

The Employee Assistance Program (EAP) is a confidential assessment and referral program sponsored by ABX Air, Inc. to help employees and their families solve personal problems that may affect their health, family life or job performance. Just as corporations seek assistance through consultants, you can seek expert help through the EAP.

The EAP offers specialized personal counseling, which can provide the relief and the assistance you may sometimes need. Counseling is a natural extension of self-help. It is a tool you can use to take or regain control of what happens in your life.

Cost

The EAP is a benefit provided by ABX Air, Inc. for its employees. There is no charge to the employee or family member for the initial telephone call or subsequent counseling sessions (up to three).

If additional help is suggested, treatment may be reimbursed through your ABX Air, Inc. medical benefit program, subject to any applicable limits or deductible.

Eligibility and Effective Date

You are automatically enrolled for EAP benefits when you enroll for ABX Air, Inc. Medical Plan coverage.

Confidentiality

Absolute privacy is guaranteed to anyone who seeks counseling. No one will know about the matter you have asked about, unless you choose to tell them.

Remember that the EAP is administered by an independent organization. UBH will not disclose names or any other personal information to ABX Air, Inc.

SCHEDULE OF DENTAL BENEFITS

| Plan Feature | ENHANCED Dental Option | Basic Dental Option |
|--|---|-----------------------------------|
| Annual deductible | \$25/person | None |
| Lifetime deductible | None | \$50/person |
| Annual maximum benefit | \$2,000 (not including orthodontia) | \$1,500 |
| Diagnostic/preventive services <ul style="list-style-type: none"> • Exams • Cleaning (including periodontal cleaning) • Application of fluoride • X-rays • Space maintainers | 100% of R&C* (deductible does not apply) | 80% R&C* after deductible |
| Basic restorative services <ul style="list-style-type: none"> • Fillings • Surgery • Endodontics • Periodontal procedures such as bone and gum (gingival) surgery | 80% R&C* after deductible | 80% R&C* after deductible |
| Major restorative services <ul style="list-style-type: none"> • Onlays • Crowns • Bridges | 50% R&C* after deductible | 50% R&C* after deductible |
| Orthodontia and treatment of Bruxism | 50% R&C* up to \$1,000 lifetime maximum (deductible does not apply) | Not covered |
| Emergency treatment | Same as any other covered expense | Same as any other covered expense |

* The plan pays benefits based on reasonable and customary (R&C) charges.

Call MetLife Dental at 800-942-0854, ABX Air, Inc. group #302073-G, for:

- questions on plan coverage
- network dentists
- claims questions

Page Left Intentionally Blank

DENTAL PLAN

The ABX Air, Inc. dental plan is designed to help you pay for certain services and supplies that are necessary for the diagnosis and treatment (both preventive and therapeutic) of the gums, teeth, and other tissues of the mouth. Dental benefits are paid by MetLife, 800-942-0854, www.metlife.com/dental, ABX Air, Inc. group #**302073-G**.

If you are eligible the ABX Air, Inc. Medical Plan coverage you can select your dental coverage, there are two types of dental coverage: the Enhanced Dental Option and the Basic Dental Option.

You and your eligible dependents must be covered under the dental plan at the time expenses are incurred for benefits to be payable. A charge will be considered incurred on the date the procedure or service is rendered or the supply is furnished.

If your coverage terminates while you are undergoing a course of treatment involving bridges, dentures, crowns or root canal therapy, benefits for these services may be extended for up to 2 (two) months in certain circumstances. (See "Extended Benefits" in Special Extensions of Coverage Section)

Dental benefits cover only those dental expenses that are considered reasonable and customary for the service provided in the geographic area where the expense is incurred. (See Reasonable and Customary charge section.)

Eligibility and Effective Date

Employees

Eligible employees are part-time employees who work at least 15 hours but less than 40 hours per week. Employees may also enroll their eligible dependents in the Basic Plan, the Enhanced Plan is not available to part time eligible dependents. Employees who are members of a collective bargaining unit are eligible only if the collective bargaining agreement provides for participation in this Plan.

To be eligible for this Plan, you must also be enrolled in the ABX Air, Inc. Medical Plan.

You are not eligible to enroll if you are working in a capacity that (at the sole discretion of the Plan Administrator and without regard to any government agency or other determination to the contrary) is considered contract labor or independent contracting.

New part-time employees become eligible for Plan coverage on the day after completing 90 days of service. You will be covered by the Plan as soon as you become eligible, complete an electronic Self Service Insurance Enrollment form, and return it to the Benefits section of Human Resources **within 90 days from date of hire.**

- If for any reason you decline medical coverage, you will not be eligible for dental or vision coverage. In order to decline coverage you must complete and sign the back page of the Self Service Insurance Enrollment form and return it to the Benefits section of Human Resources **within 90 days from date of hire.**

If you fail to return an enrollment form before your effective date of coverage, you will automatically be covered by the default option. The default option is NO COVERAGE.

Dependents

Your eligible dependents are covered under this Plan on the date your coverage is effective if you are eligible and enroll each dependent for coverage.

Your eligible dependents are:

- Your legal spouse
- Your unmarried children under age 19, including your natural children, legally adopted children, children placed for adoption, stepchildren residing with you and any other children supported solely by you and permanently residing with you, provided you are their legal guardian or you claim the children as dependents for federal income tax purposes.
- Your unmarried children from age 19 through age 23 who are registered students in full time attendance at a university or similar institution of learning and who are dependent on you for support and for whom you are entitled to an income tax exemption.
- Your unmarried child who is incapable of self-sustaining employment by reason of developmental disability or physical handicap, provided such child was covered under this Plan at the time of disability and immediately prior to his or her 19th birthday (23rd if a student).

If you do not enroll your dependents when they are first eligible, you must wait until the next open enrollment period in the fall for a January 1 effective date, except in the event of Family/Work status changes (see Family/Work Status Changes section).

If your spouse is an ABX Air, Inc. employee and is covered under this Plan, your dependent may be enrolled under only one parent's coverage.

If one of your dependents is an ABX Air, Inc. employee and is eligible for coverage under the ABX Air, Inc. Plan, he or she may not be enrolled as both a covered dependent and an employee.

Annual Enrollment

Initial enrollment. Your initial enrollment election is a commitment for the remainder of the calendar year. As a new hire, you will have 90 days from hire date to complete the Self Service Insurance Enrollment form. If you are newly eligible for the Plan due to a change in employment status, you will have 30 days from status change date to complete the electronic Self Service Insurance Enrollment form to the Benefits section of Human Resources. If a form is not received within the specified time, you will NOT HAVE COVERAGE."

Open Enrollment. You will be given the opportunity to review your participation in ABX Air, Inc.'s benefit Plans on an annual basis each fall for a January 1 effective date. This is called an "Open Enrollment" period. Your Open Enrollment election is a 12-month commitment beginning January 1. Other than open enrollment, you may change your annual election during the year *only* if you meet one of the family or work status changes described below.

Default coverage. If you do not return the electronic Self Service Insurance Enrollment form within the specified time, you will automatically be enrolled in "default coverage." For your initial enrollment in the Plan, "default coverage" means no coverage. At each annual open enrollment, "default coverage" means your coverage election from the previous plan year for these plans.

Special Enrollments/Notice of Employee Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this Plan, provided that you submit an enrollment form within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided you complete an electronic enrollment form within 30 days after the marriage, or within 60 days after the birth, adoption, or placement for adoption.

If you declined coverage under the Medical Plan for yourself, your spouse and/or your dependents because of other health coverage, you may be eligible to change your election during the year and elect coverage if: the other coverage was COBRA and it has now been exhausted; eligibility for the other coverage was lost or, if the other coverage was employer provided, the employer stopped contributing toward that coverage.

Family/Work Status Changes

Your benefit election is in force for the full plan year (January 1 through December 31) following the enrollment period (unless your coverage terminates).

You are eligible to change your election during the year only if you have a qualifying change in your family or work status and submit a Self Service Insurance Enrollment form with the change to Human Resources within 30 days of the qualifying event (60 days in the case of birth or adoption).

The change in your election will apply only to the affected individual(s) and must be consistent with the change in family or work status. Generally, to be consistent, you must have gained or lost benefit eligibility in this Plan or another employer's plan due to the event, and your election change must be on account of and correspond to the gain or loss. Qualifying family and work status changes are:

- Legal marital status change due to marriage, death of a spouse, divorce, legal separation or annulment.
- Number of dependents change due to birth, adoption, placement for adoption or death of a dependent.
- Employment status changes for you, your spouse or dependent due to ending or starting employment, a strike, lockout or commencement or return from an unpaid leave of absence (including an FMLA leave); or a change in employment status with the consequence that you, your spouse or dependent becomes or ceases to be eligible for coverage (such as a switch between part-time and full-time status).
- Residence or worksite change (for you, your spouse or dependent) that could affect your benefits.
- Dependent child's eligibility change which causes a dependent to satisfy or cease to satisfy eligibility requirements due to age, student status or a similar change.

You may add or stop coverage for yourself or a covered dependent, as applicable, if you experience any of the following qualifying events:

- Coordination of coverage with another group plan. If the plan of your spouse's or dependent's employer has a different coverage period than this Plan, or allows mid-year election changes for qualified status change events, you may be able to change your election under this Plan. Any change in your election will be prospective only and will correspond with your eligibility for and enrollment in your spouse's or dependent's coverage.
- Medical coverage with another group plan ends. If you declined coverage under this Plan for yourself, your spouse and/or your dependents because of other coverage, you may be eligible to change your election during the year and elect coverage if: 1) the other coverage was COBRA and it has now been exhausted; 2) eligibility for the other coverage was lost or, 3) if the other coverage was employer provided, the employer stopped contributing toward that coverage.
- Medicare or Medicaid. A coverage election may be changed for you, your spouse or a dependent who becomes entitled to or loses eligibility for coverage under Medicare or Medicaid. (See the "Coordination of Benefits with Medicare" section for more information.)
- Judgment, decree or order. You may change your election, if necessary, to comply with a court or administrative order which affects coverage for your child. You may also enroll your eligible child if so required due to a judgment, decree or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a Qualified Medical Child Support Order (QMCSO)) that requires medical coverage for your child. Coverage starts on the date specified in the QMCSO. If you are not already enrolled, you must enroll at the same time your child is enrolled. A new electronic Group Insurance Enrollment form should be completed. (See the "Qualified Medical Child Support Order" section for more information.)
- Cost of coverage under this Plan. If the cost of your coverage increases or decreases during the plan year, you will be notified of the cost change and the amount of your contributions will be adjusted automatically for your share of the increase or decrease. If the cost of your coverage increases significantly, as determined by the Plan Administrator, but not less than a 10% increase, you may change your election to either increase your future contributions or elect another similar coverage. You may not revoke your election without electing another coverage.
- Significant change in coverage under this Plan. If your coverage is significantly curtailed, as determined by the Plan Administrator, or ceases altogether, you may revoke your election and, if you choose, elect another similar coverage for the balance of the plan year. If, during the plan year, a new coverage is offered, you may change your election to elect the new coverage; if your coverage is eliminated, you may change to another similar coverage.
- Change in regularly scheduled hours that affects benefits eligibility. If your employment status changes from a part-time position with no benefit eligibility to a full-time position with medical benefit eligibility, you will be allowed to make a coverage election at that time. Your part-time employment will count toward your 90-day eligibility waiting period. If your employment status changes from a part-time position with employee-only medical benefit eligibility to a full-time position with family medical benefit eligibility, you will be given an opportunity to elect coverage for your dependents at that time.

| Dates for Qualifying Status Changes | | | |
|--|--|---|--|
| QUALIFYING STATUS CHANGE | To change coverage, contact the Benefits Department, the enrollment/change form must be completed by: | Proof Required | Benefits Start/Loss Date |
| Marriage: | 30 days from date of marriage. | A copy of the marriage license. | Covered from the first of the month following marriage. |
| Divorce, legal separation or annulment | 30 days from date of separation, divorce or annulment. | A copy of court papers showing the date the separation, divorce or annulment was final. | Covered dependents lose coverage the end of the month the event was final. COBRA information is sent to canceled dependents. |
| A newborn infant | 60 days from date of birth | Birth Certificate | Covered from date of birth. |
| A newly adopted child under 18 years of age. | 60 days from the date of your child's placement for adoption. | A copy of the final adoption papers showing the date adoption was finalized. | Covered from date the child is physically placed with you for adoption & you assume financial responsibility. |
| Court Order to enroll child(ren) | 30 days from the date on the court order. | Copy of the court order. | Date specified on the court order. |
| Death of a covered employee. | 30 days from the date of death. | Copy of death certificate | Dependent coverage ends at end of the month in which the person died. |
| Gain or loss of insurance for dependents. | 30 days from the date of the event. | Notice from dependent's employer of date benefits gained or lost. | First of the month following the event. |
| Change in hours that affects your benefits eligibility. | 30 days from the status change. | No proof required. | Covered the date your status changed (provided you have satisfied the 90-day wait period.) |

Cost

ABX Air, Inc. presently pays the full premium cost of dental coverage for eligible active employees. Part time employees who elect family coverage in the Basic Plan will pay the full premium for the cost of dental coverage for their dependents. The Enhanced Dental option is not available to part time dependents. To be eligible for dental coverage, you must also be enrolled in an ABX Air, Inc. Medical Plan.

Retirees

Upon retirement, you may enroll in the COBRA continuation coverage plan at your expense or, if you are eligible, you may enroll in the retiree medical plan. If you elect coverage through COBRA, you may not elect retiree medical plan coverage. Please review both options before you decide.

For a limited period of time COBRA continuation coverage allows you to continue the same health (medical, dental and vision) coverage you had as an employee. See the "Continuation Coverage Privilege (COBRA)" section for more details. The retiree medical plan includes medical coverage only (no dental and no vision).

Enhanced Dental Option

You may see any dentist of your choice. However, ABX Air, Inc. offers an option when choosing a dentist.

If you choose a dentist contracted to participate in the MetLife network, your dental care cost is discounted. Participating dentists have agreed to accept discounted fees, which means you will not have to pay above reasonable and customary charges. The choice to use a network dentist is entirely up to you.

If you are interested in a list of participating network dentists, call MetLife at 1-800-942-0854 or logon to www.metlife.com/Dental.

Annual Deductible

The annual deductible is the cost of covered dental expenses that you must incur before benefits are payable. The deductible amount is the first \$25 of covered expenses per individual per calendar year. Refer to the Schedule of Dental Benefits at the beginning of this Plan for expenses that are subject to an annual deductible provision.

Lifetime Deductible

A lifetime deductible does not apply.

Payment Levels

The plan pays 100% of reasonable and customary Covered Expenses for Preventive and Diagnostic Treatment.

After you have satisfied the annual deductible, the plan pays 80% of reasonable and customary basic restorative (routine treatment) expenses, and 50% of reasonable and customary major restorative (Prosthodontics) expenses.

The Plan pays 50% of reasonable and customary Orthodontia expenses up to \$1,000 lifetime maximum (deductible does not apply to Orthodontia).

Refer to the Schedule of Benefits at the beginning of this Plan.

Payment of Dental benefits is subject to the limitations, exclusions, and definitions contained in this book.

Covered Dental Services and Supplies

Preventive and Diagnostic Treatment

Covered at 100% of the reasonable and customary charge. Deductible does not apply.

1. Oral examinations, teeth cleaning, and bitewing x-rays.
2. Periodontal cleaning.
3. Topical application of fluoride solutions.
4. Space maintainers.
5. Full mouth series of x-rays.
6. Tests and laboratory examination, including bacteriologic cultures, pulp vitality tests and diagnostic casts.
7. Application of dental sealants to unrestored, non-decayed permanent molars once every 36 months, for children under age 14.

Basic Restorative Services – Routine Treatment

Covered at 80% of the reasonable and customary charge. Deductible applies.

1. Extraction and alveolectomy at the time of tooth extraction.
2. Dental surgery.
3. Amalgam, silicate, acrylic and composite fillings.
4. Necessary treatment for relief of dental pain.
5. General anesthesia and diagnostic x-ray and laboratory procedures required in relation to dental surgery.
6. Consultations required by the attending dentist.
7. Repair, or recementing of crowns, inlays, fixed or removable dentures, or relining or rebasing of dentures.
8. Endodontics (root canal therapy).
9. Periodontal treatment (diseases of the gums).
10. Drugs and medicines requiring a dentist's prescription.

Major Restorative Services – Prosthodontics

Covered at 50% of the reasonable and customary charge. Deductible applies.

You should obtain a pre-treatment estimate from MetLife prior to beginning major restorative services with your dentist. Refer to "Request a Pre-Treatment Estimate" section for details.

1. Crowns, inlays, and onlays. A crown used as an abutment to a partial denture is not covered unless the tooth is decayed to the extent that a crown would be required to restore the tooth whether or not a partial denture is required.
2. Partial or complete dentures or fixed bridgework when necessary to replace one or more natural teeth lost after the effective date of coverage for an individual.
3. Replacement of existing prosthodontic appliances, provided that:
 - The existing denture or bridgework is at least five years old and cannot be made serviceable; or
 - The existing denture or bridgework was temporarily installed after the effective date of coverage for the individual and is replaced by a permanent appliance within twelve months; or
 - The replacement denture or bridgework is made necessary as the result of an initial placement of an opposing denture while covered.
4. Dental implants consisting of alloplastic material placed into or onto a jawbone to support a crown.

Orthodontia

Covered at 50% of the reasonable and customary charge. Deductible does not apply. The Enhanced Dental Option covers Orthodontic care for adults and children up to a lifetime maximum of \$1,000.*The Enhanced Dental Option Orthodontia benefit includes coverage for appliances or treatment for Bruxism (grinding of the teeth).** There is a combined \$1,000 lifetime maximum for Orthodontia and Bruxism.

Basic Dental Option

Annual Deductible

An annual deductible does not apply.

Lifetime Deductible

All covered Dental Expenses are subject to a lifetime deductible provision. The deductible is the first \$50 of covered expenses incurred while the individual is covered. The deductible is required only once during the lifetime of the individual. Refer to the Schedule of Benefits at the beginning of this Plan.

Payment Levels

After you have satisfied the deductible, the Dental Plan pays 80% of reasonable and customary charges for Preventive, Diagnostic and Basic Restorative (Routine Treatment) and 50% of reasonable and customary charges for Major Restorative (Prosthodontics). Orthodontia is not covered.

Refer to the Schedule of Benefits at the beginning of this Plan.

Payment of Dental benefits is subject to the limitations, exclusions, and definitions contained in this booklet.

Covered Dental Services and Supplies

Please see the Enhanced Dental section for covered services and supplies. Basic Dental covers the same types of services and supplies as Enhanced dental, except for Orthodontia and treatment of Bruxism. However, the payment levels and deductible provisions are different.

Request a Pre-Treatment Estimate

A pre-treatment estimate is a calculation of dental benefits that takes place before services are rendered by your dentist. You should obtain a pretreatment estimate prior to beginning any plan of treatment that is expected to cost more than \$300.

To receive a pretreatment estimate, ask your dentist to send MetLife a claim form that outlines the plan of treatment. Once the treatment plan has been reviewed by MetLife, you and your dentist will receive a detailed estimate of expected benefits.

This estimate will help you to make an informed decision. It will detail the Plan's share of the cost for the proposed treatment and your share of the expected cost.

It is important to note that a pre-treatment estimate is only for determining benefit coverage and is not a guarantee of benefits. Actual benefits are determined when an actual claim for services is received and processed. The decision to receive any dental services is solely between you and your dentist.

Reasonable and Customary Charge

No more than the reasonable and customary charge for dental services or supplies will be covered by this Plan. The reasonable and customary charge (as determined by the plan) is the lowest of:

1. The usual charge by the dentist or other provider of the services or supplies for the same or similar services or supplies; or
2. The usual charge of most other dentists or other providers of similar training or experience in the same or a similar geographic area for the same or similar services or supplies; or
3. The actual charge for the services or supplies.

Maximum Benefits

The maximum amount the Plan will pay for all covered expenses (Preventive, Diagnostic, Routine and Prosthodontic treatment expenses combined) in any one calendar year for any one person is shown on the Schedule of Dental Benefits at the beginning of this Plan. In addition, the Enhanced Dental Option will pay a lifetime maximum of \$1,000 per individual for Orthodontia.

Exclusions

Covered dental expenses do not include, and no payment will be made for, the following:

1. Charges associated with the initial installation of dentures or bridgework, replacing a tooth or a group of teeth, which were lost prior to the effective date of coverage, unless the device includes a replacement of at least one tooth lost while covered.
2. Any service rendered before coverage became effective.
3. Treatment other than by a licensed dentist or licensed physician; however, the scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision of and billed by the dentist.
4. Services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.
5. Replacement of a lost, missing, or stolen prosthetic device.
6. Replacement or repair of an orthodontic appliance (except as specified for the Enhanced Dental Option).
7. Any services that are covered by any workers' compensation law or employer's liability law, or services an employer is required by law to furnish in whole or in part.
8. Services or supplies for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.
9. Services or supplies that are not necessary or are considered experimental in terms of generally accepted dental standards.
10. Services or supplies received as a result of dental disease, defect, or injury due to an act of war, declared or undeclared.
11. Any duplicate prosthetic device or any other duplicate appliance.
12. Oral hygiene and dietary instruction.
13. A plaque control program (a series of instruction on the care of the teeth).
14. Myofunctional therapy or correction of harmful habits (except as specified under the Enhanced Dental Option for treatment of Bruxism).
15. Appliances, restorations and procedures to alter vertical dimension (except as specified for the Enhanced Dental Option).
16. Orthodontic treatment or correction of malocclusion (except as specified for the Enhanced Dental Option).

17. Expenses for services other than those specifically indicated as covered.
18. Services to the extent that such services are otherwise provided under this Plan or any other plan sponsored by ABX Air, Inc..

Terminations of Coverage

Your Dental Plan coverage will terminate at the end of the calendar month in which:

- Your employment ends,
- You are no longer an eligible employee.

Or, if earlier, on the date the Plan is terminated.

You may qualify for an extension of coverage in certain circumstances described in the Special Extensions of Coverage section below.

Coverage for your enrolled dependents will terminate at the end of the calendar month in which

- Your coverage terminates, or
- You are no longer eligible for dependent coverage, or
- Your dependent is no longer eligible;

Or, if earlier, on the date your dependent becomes eligible for coverage as an ABX Air, Inc. employee.

See the “Continuation Coverage Privilege (COBRA)” section and the “Health Insurance Portability and Accountability Act - HIPAA” section for related information in the event your or your dependents’ coverage terminates.

Dental benefits cannot be converted to individual coverage.

Special Extensions of Coverage

During Approved Disability Leave

If you are on an approved medical leave of absence for your illness or injury, your coverage for you and your dependents may be extended for up to a maximum of one year at ABX Air, Inc.’ expense. You must continue to pay your share of the premium, if any. Doctor certifications are required to extend benefits.

If you are still disabled at the end of the one-year period, you may continue your health care coverage at your expense for the balance of the COBRA continuation coverage period.

During Family Medical Leave

If you meet the requirements for Family Medical Leave, ABX Air, Inc. will maintain or reinstate any health care coverage which you had under this Plan prior to the leave. You must continue to pay your share of the premium, if any. See the “Family Medical Leave” section for details.

During a Personal Leave of Absence

Your coverage remains in effect until the end of the month in which you last worked. You may enroll in the health care COBRA continuation coverage program at your expense.

During a Uniformed Services Leave (Military Leave of Absence)

- If your uniformed services leave is less than 31 days, your coverage continues during the leave, provided you continue to be enrolled in the ABX Air, Inc. Medical Plan. You must continue to pay your share of the premium, if any.
- If your uniformed services leave is 31 days or more, your coverage remains in effect until the end of the month in which you last worked. You and your dependents may enroll in the health care COBRA continuation coverage program at your expense.

During Jury Duty (or Court Witness)

Your coverage continues when you are required to serve as a juror or as a court witness. You must continue to pay your share of the premium, if any.

Leave for trials that are expected to be of lengthy duration (over 30 days) must be requested for approval through Human Resources.

After Your Death

If you die, coverage for your dependents remains in effect until the end of the month in which your death occurs. Your dependents may enroll in the health care COBRA continuation coverage program at their expense, provided they were enrolled in health care coverage before your death.

Extended Benefits

Under limited circumstances, if a course of treatment had started before your dental coverage terminated, your dental benefits will be extended up to 2 (two) months for:

1. Dental prosthesis (bridges or dentures) where the impression was taken and the prosthesis was ordered while the patient was covered under the plan.
2. A crown, if the dentist prepared the tooth for the crown while the patient was covered under the plan.
3. Root canal therapy, if the dentist opened the tooth while the patient was covered under the plan.

Reinstatement of Coverage

If your dental coverage terminates because you cease to meet the definition of an eligible employee, coverage for you and your eligible dependents may be reinstated immediately (without waiting 60 days for full-time or 90 days for part-time) if you return to active work in an eligible class within 12 months from the date your eligibility ceased.

If your unmarried dependent child age 19 through 23 lost eligibility because he or she was no longer a full-time student, dental coverage may be reinstated when the dependent child returns to full-time student status, provided you apply for reinstatement of coverage within 30 days. Coverage will be reinstated retroactive to the date the dependent child resumed attending classes.

If loss of eligibility and reinstatement of coverage occur within the same calendar year, the annual benefit maximum provisions will be applied only once for that year.

Third Party Liability

Third party liability refers to the situation where a covered individual is injured by another party who is legally responsible for paying the resulting dental bills.

If you are injured by a third party, Plan benefit payments for your dental care expenses related to the injury will be pended until the MetLife Claim Office receives your signed Third Party Agreement form.

If you receive payment from a third party, you must return to the Plan any duplicate payments you receive.

Coordination of Benefits (COB)

If you or your dependents have other coverage in addition to being covered under this Plan, the benefits under this Plan will be coordinated with the benefits of other plan(s).

Specifically, in a calendar year, this Plan will pay its regular benefits but not more than the amount which, *when added to the benefits payable by the other plan or plans*, will equal 100% of allowable expenses.

Allowable expenses means any necessary, reasonable and customary expense incurred during a calendar year while eligible for benefits under this Medical Plan, part or all of which would be covered under any of the other plans.

Other plans include any plan providing benefits or services for medical treatment when benefits or services are provided by group insurance or any arrangement of coverage for individuals in a group, whether on an insured or uninsured basis, or by individual health insurance policies or contracts, medical expense provisions of automobile Personal Injury Protection (PIP) policies, automobile no-fault insurance benefits, or homeowners insurance policies.

Coordination of benefits typically occurs if you and your dependents are covered by more than one group insurance plan. One plan will be considered the “primary” plan, and the other will be the “secondary” plan.

To obtain proper payment of your medical bills, send your claim to the primary plan first, then send the secondary plan a copy of your bills along with a copy of the primary plan’s “explanation of benefits paid” statement.

To determine which plan is primary and which plan is secondary, follow the rules listed below:

1. Order of payments for an ABX Air, Inc. employee
 - Primary plan is the ABX Air, Inc. Plan
 - Secondary plan is the plan sponsored by the spouse’s employer
8. Order of payments for the spouse of an ABX Air, Inc. employee
 - Primary plan is the plan sponsored by the spouse’s employer
 - Secondary plan is the ABX Air, Inc. Plan
9. Order of payments for the children of an ABX Air, Inc. employee
 - Primary plan is the plan of the parent whose birthday occurs earlier in the year
 - Secondary plan is the plan of the parent whose birthday occurs later in the year
10. Order of payments for children of divorced parents

- Primary plan is determined by court decree; otherwise,
 - Primary plan is the plan of the natural or adoptive parent with custody
 - Secondary plan is the plan of the step-parent with custody
 - Tertiary (third) plan is the plan of the natural or adoptive parent without custody
11. Order of payments for persons covered by a plan for active employees (and their dependents) and by a plan for retirees, laid-off employees or COBRA coverage continuants (and their dependents)
- Primary plan is the plan for active employees (and their dependents)
 - Secondary plan is the plan for retirees, laid-off employees or COBRA coverage continuants (and their dependents)
12. Order of payments if not covered above
- Primary plan is the plan which has covered the individual the longest
 - Secondary plan is the plan which has covered the individual for less time
13. Order of payments if the other group plan or individual policy does not contain a coordination of benefits provision
- Primary plan is the plan that does not contain a coordination of benefits provision
 - Secondary plan is the ABX Air, Inc. Plan

MetLife has the right to release and obtain any information it considers necessary to administer this provision and to recover overpayments.

Claim Procedures

Time Limit for Filing Claims

All claims must be submitted within 12 months of the date expenses are incurred. Claims not submitted within this time limit will not be paid.

How to File a Claim for Benefits

Only claims for expenses incurred on or after the effective date of your coverage will be processed. The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully and any required dental statements and bills are submitted with the claim form to the MetLife Claims Office.

When the claim has been processed, you will be notified of the benefits paid. If any benefits have been denied, you will receive a written explanation.

To receive prompt payment for your claims, follow the procedures listed below as closely as possible.

1. Complete the MetLife claims form, download claim form from benefits website.
 - For dentist's services, attach your dentist's itemized bill or have your dentist complete his or her required portion of the claim form.
 - For dental prescription drugs, be sure to attach itemized bills showing the name of the individual for whom the drugs were prescribed, the prescription number, the diagnosis, the cost, and the name of the dentist prescribing the drug.
 - Dental expenses incurred as a result of an accident should be submitted with complete accident details to the Medical Plan for payment.

Note: The “Other Coverage Information” section must be completed on each claim form. Also, if the expense is related to an accident, the “Accident Information” section must be completed on each related claim.

2. Your claim and all bills connected with it should be submitted to MetLife promptly following the date expenses are incurred. You must submit original bills. MetLife will not accept photocopies, except for secondary coordination of benefit claims.
3. Payments can be handled in two ways:
 - You may assign payment of benefits by signing the authorization on the claim form. If you do assign your benefits, the payment will be sent directly to the provider of service; or
 - You may pay the bill directly, in which case the benefit checks will be made payable to you.
4. Forward the completed claim form together with itemized bills to the following address:

MetLife Dental Claims
P.O. Box 981282
El Paso, TX 79998-1282

Claim inquiries: 800-942-0854
The Dental group number is 302073-G.

All benefit checks other than those assigned will be mailed by the claims office to you. If any benefits have been denied, you will receive an “explanation of benefits” statement.

Claim Procedures for Alternate Recipients under Qualified Medical Child Support Orders (QMCSO)

The Claim Procedures must be followed for claims of alternate recipients under qualified medical child support orders. The plan pays the provider if the claim is assigned. Otherwise, the plan pays the employee. See the “Qualified Medical Child Support Order” section for more information.

Routine Questions

If there is any question about a claim payment, an explanation may be requested directly from MetLife by calling 1-800-942-0854.

The Dental group number is 302073-G.

Claim Appeals

In the event a claim is denied in whole or in part, MetLife will notify you in writing within 30 days after your claim was filed (45 days under special circumstances). If an extension beyond 30 days is necessary to make a decision on your claim, you will receive a notice indicating the reason for the delay and the date you may expect a final decision.

MetLife’s notice of claim denial will include:

- The specific reason(s) for denial with reference to the Plan provisions on which the denial is based;
- A description of any additional material or information necessary to complete the claim and an explanation of why the material or information is necessary; and

- The steps to be taken if you wish to have the decision reviewed.

How to Appeal a Claim Decision

If MetLife denies your claim, you may make two appeals of the initial determination. Upon your written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

You must submit your appeal to MetLife at the address indicated on the claim form within 180 days of receiving MetLife's decision. Appeals must be in writing and must include at least the following information:

- Name of the patient
- Name of the Plan: ABX Air, Inc. Dental Plan, # 302073-G
- Reference to the initial decision
- Whether the appeal is the first or second appeal of the initial determination
- An explanation why you are appealing the initial determination
- As part of each appeal, you may submit any written comments, documents, records, or other information relating to your claim

Appeal Process

After MetLife receives your written request appealing the initial determination or the determination on the first appeal, MetLife will conduct a full and fair review of your claim. Deference will not be given to initial denials, and MetLife's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination.

The person who reviews your appeal will not be the same person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, MetLife will consult with a health care professional with appropriate training and experience in the field of dentistry involved in the judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

Appeal Determinations

MetLife will notify you in writing of its final decision within 30 days after MetLife's receipt of your written request for review, except that under special circumstances MetLife may have up to an additional 30 days to provide written notification of the final decision. If such an extension is required, MetLife will notify you prior to the expiration of the initial 30-day period, state the reason(s) why such an extension is needed, and state when MetLife will make its determination.

If MetLife denies the claim on appeal, MetLife will send you a final written decision that states the reason(s) why the claim you appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criterion was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. Upon written request, MetLife will provide you free of charge with copies of documents, records and other information relevant to your claim.

Page Left Intentionally Blank

VISION PLAN

The ABX Air, Inc. Vision Plan is designed to help pay for certain routine vision care expenses incurred by both you and your covered dependents. There are no deductibles or precertification requirements. Vision claims are paid by Cole Managed Vision.

You may see any licensed vision care provider of your choice. However, ABX Air, Inc. offers an option when choosing a vision care provider.

If you choose a vision care provider contracted to participate in the Cole Managed Vision network, your vision care cost is discounted. Cole Managed Vision network providers have agreed to accept discounted fees, which means your Vision Plan benefit can go farther. The choice to use a network provider is entirely up to you.

For a list of provider locations nearest you call Cole Managed Vision at **1-800-334-7591, ABX Air, Inc. group #40840** or log on to www.colemanagedvision.com. At publishing date of this book, the Cole network of providers included: Sears Optical, Pearle Vision, Target Optical, and JC Penney Optical as well as independent providers. However, the network changes periodically so contact Cole Managed Vision for a current provider listing.

To receive network benefits:

- Make an appointment with a network provider.
- Present your Cole Vision card to the network provider. The provider will verify your Vision Plan eligibility with Cole Managed Vision.
- At your appointment, you will receive discounts towards the cost of your routine vision exam and/or eyewear.
- The network provider will handle claim filing for Vision Plan benefits.
- You will be responsible for paying the network provider for any amount exceeding Vision Plan benefits. See *Vision Exam and Eyewear*.

To receive non-network benefits:

- You make an appointment with a non-network provider of your choice.
- You pay the bill in full and file a claim form with Cole Managed Vision for reimbursement. A Cole claim form is located on the Benefits website.
- The Plan pays up to the maximum benefit amounts available for routine vision exams and eyewear. See *Vision Exam and Eyewear*.
- You are responsible for any charges that exceed the Vision Plan benefit amounts.

Eligibility and Effective Date

Employees

Eligible employees are full-time employees regularly scheduled to work 40 hours per week and part-time employees who work at least 15 hours but less than 40 hours per week. Full-time employees may also enroll their eligible dependents.

Employees who are members of a collective bargaining unit are eligible only if the collective bargaining agreement provides for participation in this Plan.

To be eligible for this Plan, you must also be enrolled in the ABX Air, Inc. Medical Plan.

You are not eligible to enroll if you are working in a capacity that (at the sole discretion of the Plan Administrator and without regard to any government agency or other determination to the contrary) is considered contract labor or independent contracting.

New full-time employees become eligible for Plan coverage on the day after completing 60 days of service.

You will be covered by the Plan as soon as you become eligible complete an electronic Self Service Insurance Enrollment form **within 90 days from date of hire**.

- If for any reason you decline medical coverage, you will not be eligible for vision coverage. In order to decline coverage you must complete the electronic Self Service Insurance Enrollment form **within 90 days from date of hire**.
- If you fail to complete an electronic enrollment form before your effective date of coverage, you will automatically be covered by the default option, which is no coverage.

Dependents

Your eligible dependents are covered under this Plan on the date your coverage is effective if you are eligible and enroll each dependent for coverage.

Your eligible dependents are:

- Your legal spouse
- Your unmarried children under age 19, including your natural children, legally adopted children, children placed for adoption, stepchildren residing with you and any other children supported solely by you and permanently residing with you, provided you are their legal guardian or you claim the children as dependents for federal income tax purposes.
- Your unmarried children from age 19 through age 23 who are registered students in full time attendance at a university or similar institution of learning and who are dependent on you for support and for whom you are entitled to an income tax exemption.
- Your unmarried child who is incapable of self-sustaining employment by reason of developmental disability or physical handicap, provided such child was covered under this Plan at the time of disability and immediately prior to his or her 19th birthday (23rd if a student).

If you do not enroll your dependents when they are first eligible, you must wait until the next open enrollment period in the fall for a January 1 effective date, except in the event of Family/Work status changes (see Family/Work Status Changes section).

If your spouse is an ABX Air, Inc. employee and is covered under this Plan, your dependent may be enrolled under only one parent's coverage.

If one of your dependents is an ABX Air, Inc. employee and is eligible for coverage under the ABX Air, Inc. Plan, he or she may not be enrolled as both a covered dependent and an employee.

Annual Enrollment

Initial enrollment. Your initial enrollment election is a commitment for the remainder of the calendar year. As a new hire, you will have 90 days from hire date to complete your Self Service Insurance Enrollment form online. If you are newly eligible for the Plan due to a change in employment status, you will have 30 days from status change date to complete the Self Service Insurance Enrollment form online. If a form is not received within the specified time, you will automatically be enrolled in "default coverage."

Open Enrollment. You will be given the opportunity to review your participation in ABX Air, Inc.'s benefit Plans on an annual basis each fall for a January 1 effective date. This is called an "Open Enrollment" period. Your Open Enrollment election is a 12-month commitment beginning January 1. Other than open enrollment, you may change your annual election during the year *only* if you meet one of the family or work status changes described below.

Default coverage. If you do not complete the Self Service Insurance Enrollment form online within the specified time, you will automatically be enrolled in "default coverage." For your initial enrollment in the Plan, "default coverage" means **No Coverage**. At each annual open enrollment, "default coverage" means your coverage election from the previous plan year for these plans.

Special Enrollments/Notice of Employee Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this Plan, provided that you submit an enrollment form within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided you complete an electronic enrollment form within 30 days after the marriage, or within 60 days after the birth, adoption, or placement for adoption.

If you declined coverage under the Plan for yourself, your spouse and/or your dependents because of other health coverage, you may be eligible to change your election during the year and elect coverage if: the other coverage was COBRA and it has now been exhausted; eligibility for the other coverage was lost or, if the other coverage was employer provided, the employer stopped contributing toward that coverage.

Family/Work Status Changes

Your benefit election is in force for the full plan year (January 1 through December 31) following the enrollment period (unless your coverage terminates).

You are eligible to change your election during the year only if you have a qualifying change in your family or work status and complete an Self Service Insurance Enrollment form with the change to Human Resources within 30 days of the qualifying event (60 days in the case of birth or adoption).

The change in your election will apply only to the affected individual(s) and must be consistent with the change in family or work status. Generally, to be consistent, you must have gained or lost benefit eligibility in this Plan or another employer's plan due to the event, and your election change must be on account of and correspond to the gain or loss. Qualifying family and work status changes are:

- **Legal marital status change** due to marriage, death of a spouse, divorce, legal separation or annulment.
- **Number of dependents change** due to birth, adoption, placement for adoption or death of a dependent.
- **Employment status changes** for you, your spouse or dependent due to ending or starting employment, a strike, lockout or commencement or return from an unpaid leave of absence (including an FMLA leave); or a change in employment status with the consequence that you, your spouse or dependent becomes or ceases to be eligible for coverage (such as a switch between part-time and full-time status).
- **Residence or worksite change** (for you, your spouse or dependent) that could affect your benefits.
- **Dependent child's eligibility change** which causes a dependent to satisfy or cease to satisfy eligibility requirements due to age, student status or a similar change.

You may add or stop coverage for yourself or a covered dependent, as applicable, if you experience any of the following qualifying events:

- **Coordination of coverage with another group plan.** If the plan of your spouse's or dependent's employer has a different coverage period than this Plan, or allows mid-year election changes for qualified status change events, you may be able to change your election under this Plan. Any change in your election will be prospective only and will correspond with your eligibility for and enrollment in your spouse's or dependent's coverage.
- **Medical coverage with another group plan ends.** If you declined coverage under this Plan for yourself, your spouse and/or your dependents because of other coverage, you may be eligible to change your election during the year and elect coverage if: 1) the other coverage was COBRA and it has now been exhausted; 2) eligibility for the other coverage was lost or, 3) if the other coverage was employer provided, the employer stopped contributing toward that coverage.
- **Medicare or Medicaid.** A coverage election may be changed for you, your spouse or a dependent who becomes entitled to or loses eligibility for coverage under Medicare or Medicaid. (*See the "Coordination of Benefits with Medicare" section for more information.*)

- **Judgment, decree or order.** You may change your election, if necessary, to comply with a court or administrative order which affects coverage for your child. You may also enroll your eligible child if so required due to a judgment, decree or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a Qualified Medical Child Support Order (QMCSO)) that requires medical coverage for your child. Coverage starts on the date specified in the QMCSO. If you are not already enrolled, you must enroll at the same time your child is enrolled. A new electronic Group Insurance Enrollment form should be completed. (*See the “Qualified Medical Child Support Order” section for more information.*)
- **Cost of coverage under this Plan.** If the cost of your coverage increases or decreases during the plan year, you will be notified of the cost change, and the amount of your contributions will be adjusted automatically for your share of the increase or decrease. If the cost of your coverage increases significantly, as determined by the Plan Administrator, but not less than a 10% increase, you may change your election to either increase your future contributions or elect another similar coverage. You may not revoke your election without electing another coverage.
- **Significant change in coverage under this Plan.** If your coverage is significantly curtailed, as determined by the Plan Administrator, or ceases altogether, you may revoke your election and, if you choose, elect another similar coverage for the balance of the plan year. If, during the plan year, a new coverage is offered, you may change your election to elect the new coverage; if your coverage is eliminated, you may change to another similar coverage.
- **Change in regularly scheduled hours that affects benefits eligibility.** If your employment status changes from a part-time position with no benefit eligibility to a full-time position with benefit eligibility, you will be allowed to make a coverage election at that time. Your part-time employment will count toward your 60-day eligibility waiting period. If your employment status changes from a part-time position with employee-only benefit eligibility to a full-time position with family benefit eligibility, you will be given an opportunity to elect coverage for your dependents at that time.

| Dates for Qualifying Status Changes | | | |
|--|--|---|--|
| QUALIFYING STATUS CHANGE | To change coverage, contact the Benefits Department. The enrollment/change form must be completed by: | Proof Required | Benefits Start/Loss Date |
| Marriage: | 30 days from date of marriage. | A copy of the marriage license. | Covered from the first of the month following marriage. |
| Divorce, legal separation or annulment | 30 days from date of separation, divorce or annulment. | A copy of court papers showing the date the separation, divorce or annulment was final. | Covered dependents lose coverage the end of the month the event was final. COBRA information is sent to canceled dependents. |
| A newborn infant | 60 days from date of birth | Birth Certificate | Covered from date of birth. |
| A newly adopted child under 18 years of age. | 60 days from the date of your child's placement for adoption. | A copy of the final adoption papers showing the date adoption was finalized. | Covered from date the child is physically placed with you for adoption & you assume financial responsibility. |
| Court Order to enroll child(ren) | 30 days from the date on the court order. | Copy of the court order. | Date specified on the court order. |
| Death of a covered employee. | 30 days from the date of death. | Copy of death certificate | Dependent coverage ends at end of the month in which the person died. |
| Gain or loss of insurance for dependents. | 30 days from the date of the event. | Notice from dependent's employer of date benefits gained or lost. | First of the month following the event. |
| Change in hours that affects your benefits eligibility. | 30 days from the status change. | No proof required. | Covered the date your status changed (provided you have satisfied the 90-day wait period.) |

Cost

ABX Air, Inc. presently pays the full premium cost of vision coverage for eligible active employees and their eligible dependents. To be eligible for vision coverage, you must also be enrolled in an ABX Air, Inc. Medical Plan.

Retirees

Upon retirement, you may enroll in the COBRA continuation coverage plan at your expense or, if you are eligible, you may enroll in the retiree medical plan. If you elect coverage through COBRA, you may not elect retiree medical plan coverage. Please review both options before you decide.

For a limited period of time COBRA continuation coverage allows you to continue the same health (medical, dental and vision) coverage you had as an employee. See the "Continuation Coverage Privilege (COBRA) " section for more details. The retiree medical plan includes medical coverage only (no dental and no vision).

Vision Coverage

You and your dependents must be covered under the Vision Plan at the time covered Vision Exam or Eyewear expenses are incurred for benefits to be payable. A charge will be considered incurred on the date the procedure or service is rendered or the supply is furnished.

If you and/or your dependent's coverage should terminate, no Eyewear benefits will be provided unless lenses, contact lenses, or frames were ordered prior to the date coverage terminates and are delivered within 60 days after the date coverage terminates.

Payment of Vision benefits is subject to the limitations, exclusions, and definitions contained in this book.

Vision Exam

Vision benefits cover most of the cost of a routine vision examination. You and each covered dependent will be eligible for reimbursement for one vision examination from any licensed optometrist or ophthalmologist once each calendar year up to a **maximum of \$50**.

Eyewear

The Plan provides for reimbursement for one eyewear purchase (frames, prescription lenses, and contacts) once each calendar year up to a **maximum of \$100**.

There are no restrictions on size, tints, coatings, no-line bifocals, or frames. A change in prescription is not required for reimbursement. You may purchase your eyewear from any licensed optometrist, ophthalmologist, or optician.

Note: Benefits are provided only for one claim for each covered person (the first claim received) each year. As a result, you should wait until a covered person's eyewear expenses are \$100 (or if less than \$100, you are sure no further eyewear expenses will be incurred by that person for the rest of the year) before you file a claim. For example, if your dependent wears disposable contacts, keep receipts for refills until expenses for the contacts are \$100 or more; then file the claim, and you will be reimbursed the full benefit.

Exclusions

Covered vision care expenses do not include, and no payment will be made for, the following:

1. Expenses for services or supplies received by a covered person before the Vision Plan benefits start for that person.
2. Services or supplies that are not prescribed as necessary by an ophthalmologist or an optometrist, or are considered experimental in terms of generally accepted vision care standards.
3. Services or supplies that are covered by any workers' compensation law or employer's liability law, or services an employer is required by law to furnish in whole or in part.
4. Services or supplies in connection with medical or surgical treatment of the eye.
5. Drugs or medications other than those required for the vision examination.
6. Special or unusual services and procedures such as orthoptics, vision training, and subnormal vision aids.
7. Replacement of lost, stolen, or broken lenses or frames, unless at the time of such replacement the covered person is eligible for reimbursement for one eyewear purchase (for that calendar year).
8. Services or supplies to the extent that benefits are otherwise provided under this Plan or under any other plan sponsored by ABX Air, Inc..
9. Services or supplies for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of the vision care coverage.
10. Lenses that do not require a prescription; frames for non-prescription lenses.
11. Frame-wear insurance.

Termination of Coverage

Your Vision Plan coverage will terminate at the end of the calendar month in which

- Your employment ends, or
- You are no longer an eligible employee.

Or, if earlier, on the date the Plan is terminated.

You may qualify for an extension of coverage in certain circumstances described in the Special Extensions of Coverage section below.

Coverage for your enrolled dependents will terminate at the end of the calendar month in which

- Your coverage terminates, or
- You are no longer eligible for dependent coverage, or
- Your dependent is no longer eligible;

Or, if earlier, on the date your dependent becomes eligible for coverage as an ABX Air, Inc. employee.

See the "Continuation Coverage Privilege (COBRA)" section and the "Health Insurance Portability and Accountability Act HIPAA" section for related information in the event your or your dependents' coverage terminates.

Vision Plan benefits cannot be converted to individual coverage.

Special Extensions of Coverage

During Approved Disability Leave

If you are on an approved medical leave of absence for your illness or injury, your coverage for you and your dependents may be extended for up to a maximum of one year at ABX Air, Inc.' expense. You must continue to pay your share of the premium, if any. Doctor certifications are required to extend benefits. If you are still disabled at the end of the one-year period, you may continue your health care coverage at your expense for the balance of the COBRA continuation coverage period.

During Family Medical Leave

If you meet the requirements for Family Medical Leave, ABX Air, Inc. will maintain or reinstate any health care coverage which you had under this Plan prior to the leave. You must continue to pay your share of the premium, if any. See the "Family Medical Leave" section for details.

During a Personal Leave of Absence

Your coverage remains in effect until the end of the month in which you last worked. You may enroll in the health care COBRA continuation coverage program at your expense.

During a Uniformed Services Leave (Military Leave of Absence)

- If your uniformed services leave is less than 31 days, your coverage continues during the leave, provided you continue to be enrolled in the ABX Air, Inc. Medical Plan. You must continue to pay your share of the premium, if any.
- If your uniformed services leave is 31 days or more, your coverage remains in effect until the end of the month in which you last worked. You and your dependents may enroll in the health care COBRA continuation coverage program at your expense.

During Jury Duty (or Court Witness)

Your coverage continues when you are required to serve as a juror or as a court witness. You must continue to pay your share of the premium, if any.

Leave for trials that are expected to be of lengthy duration (over 30 days) must be requested for approval through Human Resources.

After Your Death

If you die, coverage for your dependents remains in effect until the end of the month in which your death occurs. Your dependents may enroll in the health care COBRA continuation coverage program at their expense, provided they were enrolled in health care coverage before your death.

Reinstatement of Coverage

If your vision coverage terminates because you cease to meet the definition of an eligible employee, vision coverage for you and your eligible dependents will be reinstated immediately (without waiting 60 days if full-time or 90 days if part-time) if you return to active work in an eligible class within 12 months from the date your eligibility ceased.

If your unmarried dependent child age 19 through 23 lost eligibility because he or she was no longer a full-time student, vision coverage may be reinstated when the dependent child returns to full-time student status, provided that you apply for reinstatement of coverage within 30 days. Coverage will be reinstated retroactive to the date the dependent child resumed attending classes.

Third Party Liability

Third party liability refers to the situation where a covered individual is injured by another party who is legally responsible for paying the resulting vision bills.

If you are injured by a third party, Plan benefit payments for your vision care expenses related to the injury will be pended until the Cole Managed Vision Claim Office receives your signed Third Party Agreement form. If you receive payment from a third party, you must return to the Plan any duplicate payments you receive.

Coordination of Benefits (COB)

If you or your dependents have other vision coverage in addition to being covered under this Plan, the benefits under this Plan will be coordinated with the benefits of other plan(s).

Specifically, in a calendar year, this Plan will pay its regular benefits but not more than the amount which, when added to the benefits payable by the other plan or plans, will equal 100% of allowable expenses.

Allowable expenses means any necessary, usual and customary expense incurred during a calendar year while eligible for benefits under this Vision Plan, part or all of which would be covered under any of the other plans.

Other plans include any plan providing benefits or services for vision or medical treatment when benefits or services are provided by group insurance or any arrangement of coverage for individuals in a group, whether on an insured or uninsured basis, or by individual health insurance policies or contracts, medical expense provisions of automobile Personal Injury Protection (PIP) policies, automobile no-fault insurance benefits, or homeowners insurance policies.

Coordination of benefits typically occurs if you and your dependents are covered by more than one group insurance plan. One plan will be considered the “primary” plan, and the other will be the “secondary” plan. To obtain proper payment of your vision bills, send your claim to the primary plan first, then send the secondary plan a copy of your bills and a copy of the primary plan’s explanation of benefits paid.

To determine which plan is primary and which plan is secondary, follow the rules listed below:

1. Order of payments for an ABX Air, Inc. employee
 - Primary Plan is the ABX Air, Inc. Plan
 - Secondary plan is the plan sponsored by the spouse’s employer
2. Order of payments for the spouse of an ABX Air, Inc. employee
 - Primary plan is the plan sponsored by the spouse’s employer
 - Secondary plan is the ABX Air, Inc. Plan
3. Order of payments for the children of an ABX Air, Inc. employee
 - Primary plan is the plan of the parent whose birthday occurs earlier in the year
 - Secondary plan is the plan of the parent whose birthday occurs later in the year

4. Order of payments for children of divorced parents
 - Primary plan is determined by court decree; otherwise,
 - Primary plan is the plan of the natural or adoptive parent with custody
 - Secondary plan is the plan of the step-parent with custody
 - Tertiary (third) plan is the plan of the natural or adoptive parent without custody
5. Order of payments for persons covered by a plan for active employees (and their dependents) and by a plan for retirees, laid-off employees or COBRA coverage continuants (and their dependents)
 - Primary plan is the plan for active employees (and their dependents)
 - Secondary plan is the plan for retirees, laid-off employees or COBRA coverage continuants (and their dependents)
6. Order of payments if not covered above
 - Primary plan is the plan which has covered the individual the longest
 - Secondary plan is the plan which has covered the individual for less time
7. Order of payments if the other group plan or individual policy does not contain a coordination of benefits provision
 - Primary plan is the plan that does not contain a coordination of benefits provision
 - Secondary plan is the ABX Air, Inc. Plan

Cole Managed Vision has the right to release and obtain any information it considers necessary to administer this provision and to recover overpayments.

Claim Procedures

Time Limit for Filing Claims

All claims must be submitted within 12 months of the date expenses are incurred. Claims not submitted within this time limit will not be paid.

How to File a Claim for Benefits

Only claims for expenses incurred on or after your effective date of coverage will be processed.

- You will be reimbursed for only one claim for each covered person (the first claim received) each calendar year.
- As a result, you should wait until a covered person's eyewear expenses are \$100 (or, if less than \$100, you are sure no further eyewear expenses will be incurred by that person for the rest of the year before you file a claim).

The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully and any required vision care statements and bills are submitted with the claim form to the Cole Managed Vision Claims Office.

When the claim has been processed, you will be notified of the benefits paid. If any benefits have been denied, you will receive a written explanation.

To receive prompt payment for your claims, follow the procedures listed below as closely as possible.

1. Complete the MetLife claims form located on the Benefit website.

Complete your portion of the claim form and ask your vision care provider to complete the rest or attach an itemized bill.

Note that you must complete the "Other Coverage Information" section of the claim form.

2. Your claim and all bills connected with it should be submitted to Cole Managed Vision promptly after the date vision care expenses are incurred. You must submit original bills. Cole Managed Vision will not accept photocopies, except for secondary coordination of benefit claims.
3. You or your vision care provider may mail the form to the Cole Managed Vision claim office address on the form:

Cole Managed Vision
Attention: Claims – ABX Air, Inc. Processing
1925 Enterprise Parkway
Twinsburg, OH 44087-8057

Claim inquiries: (800) 334-7591, group #40840.

4. Payment of the claim.

Cole Managed Vision will normally send the benefit check to you. You are responsible for paying the vision care provider. If you wish, you may have Cole Managed Vision send the payment directly to your vision care provider by signing the "assignment of benefits" section on the claim form.

Please note that the vision care provider may legitimately require you to pay the bill or a portion of it *before* you receive payment from Cole Managed Vision.

Claim Procedures for Alternate Recipients under Qualified Medical Child Support Orders (QMCSO)

The Claim Procedures must be followed for claims of alternate recipients under qualified medical child support orders. The Plan pays the provider if the claim is assigned. Otherwise, the Plan pays the employee. See the "Qualified Medical Child Support Order" section for more information.

Routine Questions

If there is any question about a claim payment, an explanation may be requested directly from the Cole Managed Vision Claims Office by calling 1-800-334-7591. The ABX Air, Inc. group number is 40840.

Claim Appeals

In the event a claim is denied in whole or in part, Cole Managed Vision will notify you in writing within 30 days after your claim was filed (45 days under special circumstances). If an extension beyond 30 days is necessary to make a decision on your claim, you will receive a notice from Cole Managed Vision indicating the reason for the delay and the date you may expect a final decision.

The notice of claim denial will include:

- The specific reason(s) for denial with reference to the Plan provisions on which the denial is based;
- A description of any additional material or information necessary to complete the claim and an explanation of why the material or information is necessary; and
- The steps to be taken if you wish to have the decision reviewed.

How to Appeal a Claim Decision

If Cole denies your claim, you (or your authorized representative) may request a review of your claim and you may request free of charge copies of documents relevant to the claim. Your appeal should be sent to the attention of “Claims-ABX Air, Inc. Processing” at the address of the Cole Managed Vision Office on your claim form within 180 days after you receive notice of the denial of the claim. When requesting a review, at a minimum include the following information:

- Name of the patient
- Name of the Plan: ABX Air, Inc. Vision Plan, #40840.
- The reason you believe the claim was improperly denied
- Submit any data, questions, or comments you deem appropriate.

All the information will be reevaluated by a qualified individual who was not involved in the decision being appealed. You will be informed of the decision in writing within 30 days after receipt of your written request for claims review. If special circumstances require an extension of time to review your claim, you will receive written notification of the final decision as soon as possible but not later than 60 days after your request for review. If such an extension is required, you will receive notice prior to the expiration of the initial 30-day period indicating the reason for the delay and the date you may expect a final decision.

Upon your written request, Cole Managed Vision will provide you free of charge with copies of documents, records and other information relevant to your claim.

Definitions

Contact lenses means lenses which do not fit into a frame but are fitted directly into the covered person’s eye.

Covered vision care expenses means the charges for services and supplies within the maximum limits that are provided by an ophthalmologist, an optometrist, or an optician. The services must be necessary in terms of generally accepted vision care standards.

Frame or frames means an eyeglass frame into which two lenses are fitted.

Lenses means ophthalmic corrective lenses, either glass or plastic, ground or molded, as prescribed by an ophthalmologist or an optometrist, to be fitted into a frame.

Ophthalmologist means a doctor of medicine or osteopathy, who within the scope of his or her license performs a vision exam and prescribes lenses or contact lenses to improve visual acuity.

Optician means a person who is legally qualified and licensed:

- To supply lenses or contact lenses which are prescribed by an ophthalmologist or an optometrist to improve visual acuity;
- To grind or mold the lenses or contact lenses or have them ground or molded according to a prescription;
- To fit lenses into a frame;
- To adjust the frame to fit the face; and
- To fit contact lenses to the eye.

Optometrist means any person who is legally qualified and licensed to practice optometry.

Optometry means the measurement of vision and the prescription of lenses to improve visual acuity.

Vision exam means an exam performed by an ophthalmologist or an optometrist to evaluate the health and visual status of the eyes. A vision exam includes, but is not limited to:

- A case history;
- An external exam of the eye;
- A determination of refractive status;
- Binocular measure;
- An exam of the interior of the eye;
- Prescribing lenses or contact lenses;
- Checking the lenses or contact lenses when the prescription is filled.

BUSINESS TRAVEL ACCIDENT INSURANCE PLAN

This coverage provides you with insurance protection in case of accidental death, dismemberment or paralysis occurring while you are traveling on any bona fide business for ABX Air, Inc., 24-hours a day, anywhere in the world. You are insured for the Business Travel Accident Principal Sum as specified in the Plan Benefit section below. If you are injured as a result of a covered accident, Business Travel Accident Insurance benefits will be paid in addition to any other Life and AD&D insurance for which you may be eligible under other Plans sponsored by ABX Air, Inc..

Eligibility and Effective Date

For Employees Only

Full-time and part-time employees are eligible for Business Travel Accident Insurance. Full-time employees are regularly scheduled to work 40 hours per week.

Employees who are members of a collective bargaining unit are only eligible if the collective bargaining agreement provides for participation in this Plan.

You are not eligible to enroll if you are working in a capacity that, at the sole discretion of the Plan Administrator and without regard to any government agency or other determination to the contrary, is considered as contract labor or independent contracting.

You will be covered by this Plan on the date you become an eligible employee.

You should complete the Beneficiary form and return it to the Benefits section of Human Resources.

You are covered if your business travel is authorized by ABX Air, Inc. Coverage for each trip is automatic and begins when you leave your residence or regular place of employment, whichever occurs last, for the purpose of traveling for business. Coverage for each trip ends when you return to your residence or your regular place of employment, whichever occurs first.

You are not covered for regular commutes to and from work, or if you are using vacation days or leave of absence while traveling.

Cost

ABX Air, Inc. pays the full cost of your Business Travel Accident Insurance coverage.

Plan Benefit

Principal Sum

Your Business Travel Accident Insurance benefit (Principal Sum) is equal to two times your annual base salary, up to a maximum benefit amount of \$500,000. If the benefit amount is not an even multiple of \$1,000, it will be adjusted to the next higher multiple of \$1,000.

Adjustments in your Business Travel Accident Insurance amount due to a salary change will automatically occur on the date of the salary change.

Adjustments in your Business Travel Accident Insurance due to a change in coverage classification will occur on the date of the change, provided you are actively at work on that date. If you are absent from work on that date due to an injury, the adjustment will occur on the date you return to active work.

Age Reductions

When you reach age 70, your Principal Sum is reduced based on your age to the percentage shown in the following table.

| Age at Date of Loss | Principal Sum |
|----------------------------|----------------------|
| Age 69 or younger | 100% |
| Ages 70-74 | 65% |
| Ages 75-79 | 45% |
| Ages 80-84 | 30% |
| Ages 85 and older | 15% |

Benefit Amounts

Benefits will be paid for any of the following losses, which result from your covered accidental injury while you are traveling on ABX Air, Inc. business.

100% of the Principal Sum will be paid for:

- Loss of life
- Loss of both hands or both feet
- Loss of sight of both eyes
- Loss of one hand and one foot
- Loss of one hand or one foot and sight of one eye
- Quadriplegia (total paralysis of both upper and both lower limbs)
- Speech and hearing in both ears

75% of the Principal Sum will be paid for:

- Paraplegia (total paralysis of both lower limbs)

50% of the Principal Sum will be paid for:

- Loss of one hand or one foot
- Loss of sight of one eye
- Hemiplegia (total paralysis of upper and lower limbs on one side of the body)
- Speech or hearing in both ears

25% of the Principal Sum will be paid for:

- Loss of thumb and index finger of the same hand

If you suffer more than one of the losses listed above as a result of any one covered accident, benefits will be paid only for the greatest loss.

The maximum amount the Plan will pay for all covered losses to all employees injured in any one covered accident is \$10,000,000.

How Benefits Are Paid

Benefits for accidental dismemberment, loss of sight, speech or hearing or paralysis will be paid to you. Accidental death benefits will be paid to your beneficiary.

Payment under this Plan for accidental loss of life will be made to the person or persons you designated as beneficiary under the ABX Air, Inc. Life Insurance Plan unless you designated a different beneficiary for your Business Travel Accident coverage. To designate (or change) a beneficiary, complete a Group Insurance Enrollment form and return it to Human Resources.

If you do not designate a beneficiary, or if your beneficiary does not survive you, your Business Travel Accident Insurance death benefit will be paid to the person or persons listed below, in the following order of priority:

- Your spouse;
- Your child(ren) equally;
- Your parent(s) equally;
- Your brother(s) and sister(s) equally;
- Your estate.

Beneficiary provisions for International Employees (who are not U.S. citizens) differ from those for employees domiciled in the U.S. If you are a non-U.S. citizen domiciled in a foreign location of ABX Air, Inc., payments will be made to your beneficiary either directly or through a trustee designated by ABX Air, Inc., depending on your foreign location.

Points to Note About Business Travel Accident Insurance

- **Time Limit for Benefits** - Business Travel Accident Insurance benefits will not be paid if loss of life, limb or sight, speech or hearing or paralysis occurs more than 365 days after the accident.
- **Loss** - For the purposes of this Plan, loss means with regard to hands and feet, actual severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight; with regard to paralysis (quadriplegia, paraplegia and hemiplegia), the complete and irreversible paralysis of such limbs; with regard to thumb and index finger, actual severance through or above the metacarpophalangeal joints; with regard to speech, entire and irrecoverable loss of speech; with regard to hearing, entire and irrecoverable loss of hearing in both ears.
- **Annual Base Salary** - For purposes of this Plan, annual base salary means your annual salary exclusive of bonuses, overtime, Profit Sharing and any other supplemental compensation. It includes compensation you elect to reduce or defer under ABX Air, Inc.'s benefit plans.

- Personal Deviations - Business Travel Accident Insurance coverage applies for up to three days if you make a deviation from your business itinerary for personal reasons while you are traveling on ABX Air, Inc. business. This special extension of Business Travel Accident coverage does not apply if you use vacation days or leave of absence during your business trip.
- Travel to and from Work - Business Travel Accident Insurance applies while you are traveling to and from work at hours that are not your regularly scheduled work hours, at ABX Air, Inc. request, provided you are eligible for mileage reimbursement from ABX Air, Inc..

Business Travel Accident Insurance does not apply while you are commuting to and from your regular place of employment during your regular working hours.

- Exposure - If you are unavoidably exposed to the elements as a result of a covered accident and suffer one of the losses listed under Benefit Amounts, Business Travel Accident benefits will be payable.
- Disappearance - If your remains are not found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance you occupied during a covered trip, the Business Travel Accident death benefit will be payable.
- War Risk Coverage - Benefits are payable for injuries resulting from an accident caused by declared or undeclared war sustained while you are traveling on ABX Air, Inc. business. Coverage is provided on a 24-hour basis, worldwide, excluding the United States, Canada and your country of permanent residence. War risk coverage will terminate upon the occurrence of war among the major powers of Europe or Asia.

Exclusions

Business Travel Accident Insurance does not cover any loss caused by or resulting from the following:

- Suicide, or any attempt thereat while sane, or self-destruction, or any attempt thereat while insane; disease; hernia; or bacterial infections, except pyogenic infections which occur through an accidental cut or wound.
- Riding as a pilot or crewmember in any aircraft unless you are a designated ABX Air, Inc. non-union Flight Management pilot riding on an ABX Air, Inc. aircraft.
- Declared or undeclared war or any act of war in the United States, Canada or your country of permanent residence or among the major powers of Europe or Asia.
- Service in the military, naval or air service of any country.

Termination of Coverage

Your Business Travel Accident Insurance will end of the day on which:

- Your employment ends, or
- You are no longer an eligible employee, or
- You start a leave of absence, or
- You take a uniformed services leave, or
- The insurance policy is terminated, if earlier.

Business Travel Accident Insurance cannot be converted to individual insurance coverage.

Claim Procedures

How to File a Claim for Benefits

Claim forms can be obtained from Human Resources.

The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully and any required medical statements are submitted with the claim form.

The completed claim form should be returned to Human Resources.

When the claim has been processed, you (or your beneficiary) will be notified. Dismemberment, loss of sight, speech and hearing and paralysis benefits will be paid to you. Death benefits will be paid to your Life Insurance beneficiary unless you have designated a different beneficiary for your Business Travel Accident Insurance. If any benefits have been denied, you (or your beneficiary or authorized representative) will receive a written explanation.

Claims Are Paid By:

AIG Life Insurance Company
A&H Claims Division
P.O. Box 15701
Wilmington, DE 19850-5701

Routine Questions

If there is any question about a claim payment, an explanation may be requested from AIG Life Insurance Company 800-551-0824.

Claim Appeals

Initial Determination

In the event a claim is denied in whole or in part, AIG Life Insurance Company will notify you (or your beneficiary or your authorized representative) in writing within 90 days after receipt (180 days in special circumstances). If an extension beyond 90 days is necessary to make a decision on the claim, you (or your beneficiary or your authorized representative) will be notified in writing by AIG indicating the reason for the delay and the timeframe for final decision.

If the claim is denied, AIG's notice of claim denial will include:

- The specific reason(s) for denial with reference to the Plan provisions on which the denial is based;
- A description of any additional material or information necessary to complete the claim and an explanation of why the material or information is necessary; and
- The steps to be taken if you (or your beneficiary) wish to have the decision appealed.

You (or your beneficiary or your authorized representative) may request copies of pertinent documents related to the claim that were reviewed by the AIG service representative in making its determination.

Claims Review and Appeal

If you (or your beneficiary or your authorized representative) disagree with the claim denial, you have the option of attempting to resolve any misunderstanding by calling the AIG service representative 800-551-0824 to ask questions or provide additional information.

If you prefer to communicate in writing, or the issue is not resolved with a telephone call, you (or your beneficiary or your authorized representative) may file an appeal in writing. You have 60 days after receiving notification of the claim denial to file a written appeal. The request for appeal should be sent to AIG Life Insurance Company, A&H Claims Division, at P.O. Box 15701, Wilmington, DE 19850-5701. Please include the reason you believe the claim was improperly denied and submit any information or documentation that will be helpful to reevaluate the claim.

All the information will be reevaluated, and you (or your beneficiary or your authorized representative) will be informed of the decision in writing within 60 days after receipt of your written appeal. If special circumstances require an extension of time for AIG to review your claim, you (or your beneficiary or your authorized representative) will receive written notification of the final decision as soon as possible but not later than 120 days after your request for review.

Eligibility – Review and Appeal

If you (or your beneficiary or your legal representative) believe that you have been improperly denied eligibility in this plan or improperly denied the opportunity to make an election change due to a qualified change in status, follow the appeal procedures and timelines described above. However, instead of contacting AIG in writing, contact the Plan Administrator by writing to your Company Benefits Department as follows:

ABX Air, Inc.
Employee Benefits 2061B
145 Hunter Drive
Wilmington, OH 45177
800-736-3973

The Plan Administrator has the sole discretionary authority to determine **eligibility** for benefits and to construe the terms of eligibility for the disability, life and accident plans.

If your initial request for eligibility or an opportunity to make a family status change is denied, and your written appeal is denied, you may pursue legal remedies under section 502(a) of ERISA. Before you may pursue these legal remedies however, you must first exhaust this review and appeals process. If you do take legal action, you must file suit within two years after the date of the event upon which the claims is based.

GROUP UNIVERSAL LIFE INSURANCE PLAN

ABX Air, Inc. recognizes your need to make plans today to protect your family's financial future. ABX Air, Inc. has made arrangements with Prudential Insurance Company of America to underwrite and offer you a voluntary life insurance program you can purchase at group rates.

The Group Universal Life insurance plan combines life insurance coverage and a tax-deferred savings option into one simple package you can take with you when you retire or leave the company.

ABX Air, Inc. automatically deducts your insurance premiums and contributions to the cash accumulation account from your paycheck. ABX Air, Inc. has selected Marsh @WorkSolutions, a service of Seabury & Smith, Inc. as the program manager.

Complete details of your coverage and the eligibility guidelines of the plan are described in your group insurance certificate, which will be sent to you by Marsh @WorkSolutions after you become insured. What follows is a brief summary of those details.

Please refer to your certificate for further information or call Marsh @WorkSolutions toll free at **1-800-441-5581** or visit your program website at www.personal-plans.com/abxair.

See "Program Definitions" section for an explanation of terms used for this Plan.

Eligibility Requirements

Employee

Full-time and part-time employees are eligible for Group Universal Life Insurance. Full-time employees are regularly scheduled to work 40 hours per week, and eligible part-time employees are regularly scheduled to work at least 15 hours but less than 40 hours per week.

Employees who are members of a collective bargaining unit are only eligible if the collective bargaining agreement provides for participation in this Plan.

You are not eligible to enroll if you are working in a capacity that, at the sole discretion of the Plan Administrator and without regard to any government agency or other determination to the contrary, is considered as contract labor or independent contracting.

If you are a foreign national employee, check with your Benefits Department regarding your eligibility.

New employees become eligible to join the Group Universal Life Insurance Plan:

- On the first day of the month after completing 60 days of service. **Employees must enroll within 31 days of eligibility date to receive coverage without evidence of good health.**
- For any person to be insured, you, as the employee, must be actively at work on the effective date of coverage and the day the application is signed. You may not enroll a dependent child if neither you nor your dependent spouse is enrolled.

See "Enrollment" section for more enrollment details and "Effective Date" section for a description of when coverage begins.

Spouse

Your spouse is eligible for Group Universal Life Insurance if you are eligible. Your spouse cannot be on active duty in the armed services of any country or insured under any Employee Coverage of the Group Contract. Initial enrollment for Group Universal Life for dependent spouses is limited to spouses under age 70 (your spouse may remain enrolled until age 95).

If your spouse (age 69 or younger) is confined for medical care or treatment at home or elsewhere during the 90 days prior to the date you complete the enrollment form, coverage for your spouse will not take effect until the later of: a) the effective date of coverage, or b) final medical release from all such confinements.

Children

Your unmarried children, including legally adopted children and step-children, must be under age 19 (or under age 23 if a full-time student), but not less than 14 days old, and wholly dependent on you for support and maintenance.

If your child is confined for medical care or treatment at home or elsewhere during the 90 days prior to the date you complete the enrollment form coverage for your child will not take effect until the later of: a) the effective date of coverage, or b) final medical release from all such confinements.

The spouse or child is not considered your qualified dependent while they have Extended Death Protection During Total Disability under any Employee Coverage of the Group Contract after the spouse or child's insurance under that Coverage ends.

Enrollment

Q: When may I enroll?

A: You may enroll yourself, your eligible spouse and dependent children in the Group Universal Life program **within 31 days of your benefits eligibility date** (eligibility date is the first day of the month after completing 60 days of service). See the Underwriting Requirements section for amounts of coverage for which you may enroll without evidence of good health.

Unlike the rest of your benefits elections, there is no annual "Open Enrollment" period for this plan. You may enroll anytime after 31 days from your benefits eligibility date. However, you or your spouse will be considered late entrants and evidence of good health will be required.

You may enroll a newly married spouse within 31 days of the date of your marriage. If you enroll after 31 days, your spouse will be considered a late entrant and evidence of good health will be required.

Q: How do I enroll?

A: Complete the Group Universal Life enrollment form. Return the enrollment form to the Marsh @WorkSolutions address on the form. Marsh @WorkSolutions will mail confirmation of coverage to the address on the completed enrollment form. Coverage may be delayed for an incomplete enrollment form.

EFFECTIVE DATE

Q: When does the coverage go into effect?

A: *Newly eligible employee effective date:* on the first of the month after your enrollment form is processed by Marsh @WorkSolutions, subject to the stated Eligibility and Underwriting Requirements.

Late entrant effective date: on the first of the month after medical evidence has been approved by Prudential.

Q: What happens if I am not actively at work on the effective date?

A: Coverage for you and/or your spouse and children will begin on the first of the month following your return to work, subject to the stated Eligibility and Underwriting Requirements.

If you are actively at work when you enroll but not actively at work on the effective date, and do not return to active work status within 90 days from the date you originally completed the enrollment form, you must notify Marsh @WorkSolutions upon your return to active work status and complete a new enrollment form. You must notify Marsh @WorkSolutions upon your return to active work status.

Q: What happens if my spouse or child is confined for medical care or treatment at home or elsewhere on the effective date?

A: Coverage for your spouse or child will not begin until final medical release from confinement. The medical release must be approved by Prudential. You must notify Marsh @WorkSolutions when the medical confinement ends.

Q: What happens if I am on vacation on the effective date?

A: As long as you were actively at work on both the enrollment date and the last working day preceding your vacation (or preceding a company holiday if it falls on the effective date), you are considered actively at work on the effective date.

Q: What happens to my Group Universal Life program if I am out sick?

A: If you are on active payroll, payroll deductions for your Group Universal Life program will continue. If you are not receiving an ABX Air, Inc. paycheck, Marsh @WorkSolutions will send a quarterly billing to your home address. *You must notify Marsh @WorkSolutions upon your return to active work status.*

COVERAGE

How much is enough?

The amount of coverage you may need depends on your personal financial situation, and the answer to two basic questions: (1) In the event of death, will there be sufficient funds to pay your family's monthly bills? (2) How long will your survivors need the income? Please consider company-provided coverage, and other personally owned life insurance, in determining how much additional life insurance is needed.

Employee Coverage

1, 2, 3, 4, 5 or 6 times your annual base salary (rounded to next higher multiple of \$10,000), not to exceed \$1,000,000.

The total amount of coverage elected will be rounded up to the next higher increment of \$10,000, if the multiple of your annual base salary is not evenly divisible by \$10,000. For example, if your annual base salary is \$23,000, 4 times annual base salary would be \$92,000, which rounds up to a \$100,000 term life insurance coverage amount. "Annual base salary" must be verified by your employer.

Spouse Coverage

Up to 2 times your annual base salary (elected in \$10,000 increments). Minimum coverage \$20,000 and not to exceed \$100,000.

You can select coverage for your spouse and not elect coverage for yourself. However, if your spouse is also an eligible employee of ABX Air, Inc., coverage may be elected as an employee or spouse, but not both.

If you get married, you may enroll your spouse within 31 days of the date of your marriage. See the Underwriting Requirements section for the amounts of coverage for which you may enroll without evidence of good health. If you wait beyond 31 days, coverage for your spouse will be subject to full evidence of good health.

Dependent Children's Coverage

\$10,000 is available on each child when included with employee life insurance coverage or spouse coverage, but not both. The monthly premium covers all eligible children, regardless of number.

Once one child is insured, coverage is automatic at no increase in premium for additional eligible children.

Coverage for your firstborn child may be added to your coverage (or your spouse's coverage, if you are not insured) when the child is 14 days old.

Children's Continuation Provision

Children may be covered until their 19th birthday (or 23rd birthday if an unmarried, full-time student). There is an option to switch to Group Universal Life coverage within 31 days. See "Children's Continuation Provision" section.

Incapacitation Proceeds

An advance on term life insurance coverage when certain medical conditions apply. See "Incapacitation Proceeds Feature" section.

This Coverage is life insurance, which includes one or more of these three parts: term insurance, a fund and paid-up insurance. When the term insurance ends, the fund is applied to provide paid-up insurance. Paid-up insurance continues until death unless voided, if you become totally disabled, or surrendered. A benefit is payable under this Coverage if you die from any cause. The amount of the death benefit is the sum of the amounts of term insurance, fund and paid-up insurance you have at that time. But the balance and interest for any loan on your fund, due at your death, will be deducted from the death benefit to be paid. If you are totally disabled when your insurance ends, there are special provisions that may extend your death benefit protection. Under certain conditions, you may convert your term life insurance and that of your Qualified Dependent to an individual contract.

AUTOMATIC COVERAGE INCREASE

Coverage increases automatically on January 1 if a salary increase in effect as of the prior July 1 makes the employee eligible for additional coverage.

Note: Automatic Coverage Increase is not available for spouse coverage.

UNDERWRITING REQUIREMENTS For COVERAGE AMOUNT

Employee: 1 or 2 times annual base salary, not to exceed \$250,000

Spouse: \$20,000
(age 64 or younger)

Children: \$10,000

Simplified Evidence of Good Health

Employee: 3 times annual base salary or from \$260,000 to \$500,000

Spouse: \$30,000 to \$100,000 not to exceed 2 times employee's annual base salary
(age 64 or younger)

Full Evidence of Good Health

| | |
|----------------------------|---|
| Employee: | 4, 5 or 6 times annual base salary, or from \$510,000 to \$1,000,000 |
| Spouse: (age 65-69) | All coverage |
| Increased Coverage Amount: | Any increase in coverage amount, except for automatic increases caused by salary increases. |
| Late entrant: | All coverage |

In any of the following situations, you must give evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

- You enroll more than 31 days after you could first be covered.
- You enroll after any of your insurance under the Group Contract ends because you did not pay a required contribution.
- You wish to become insured for life insurance and have an individual life insurance contract, which you obtained by converting your insurance under a Coverage of the Group Contract.
- You have not met a previous evidence requirement to become insured under any Prudential group contract covering Employees of the Employer.

UNDERWRITER

Group Universal Life Insurance (contract form series 83500) is offered and underwritten by Prudential Insurance Company of America, Prudential Plaza, Newark, NJ 07901.

INCAPACITATION PROCEEDS FEATURE

This feature allows the insured employee and/or dependent the option to receive payments under the coverage prior to death.

The Incapacitation Proceeds feature can provide two percent of a person's term life insurance coverage monthly (minimum \$400; maximum \$10,000) for up to 25 months if written medical evidence is submitted satisfactory to Prudential that the person is an Incapacitated Person and has been so for at least six consecutive months.

The condition causing the incapacity cannot be a condition for which medical care or treatment is received during the six-month period immediately before first becoming covered under the feature. This requirement will not apply if no medical care or treatment for that condition has occurred for six months or more, or if there has been a complete recovery from that condition.

An Incapacitated Person is an insured employee or dependent who is:

- Totally disabled due to sickness, injury or both for at least six months;
- In the case of the employee, unable to perform for wage or profit, the material and substantial duties of any job for which they are reasonably fitted by their education, training, or experience;
- Under the regular care of a doctor; and
- Expected to remain totally disabled for the rest of his or her lifetime.

Note that there are certain other conditions that must be met and certain circumstances under which this option may be available. Refer to your group insurance certificate for further details.

If this option is elected, the total amount of Group Universal Life coverage otherwise payable upon death, including any amount under an extended death benefit, will be reduced by the Incapacitation Proceeds. Also, any amount that could otherwise have been converted to an individual contract will be reduced by the Incapacitation Proceeds.

CHILDREN'S CONTINUATION PROVISION

Q: How long can my children keep coverage?

A: You can keep children coverage until his or her 19th birthday (or 23rd birthday if an unmarried, full-time student). He or she must notify Marsh @WorkSolutions within 31 days to switch the \$10,000 dependent children's coverage (without evidence of good health) to Group Universal Life coverage with its cash accumulation option—up to \$50,000—at the rates then in effect for active employees.

This option is not available for a dependent child who becomes mentally or physically handicapped while insured under the dependent children's coverage. The dependent children's term life coverage, however, can be continued at the \$10,000 level until it would end for a reason other than the age limit, as described in the insurance certificate.

Coverage is also not available for children that are on active duty in the armed forces of any country; or insured under any Employee Coverage of the Group Contract; or the child has Extended Death Protection During Total Disability under any Employee Coverage of the Group Contract after the child's insurance under that Coverage ends.

Q: How much does the life insurance cost?

A: Please refer to the Cost of Insurance Rate Table to determine the monthly cost of insurance for each \$10,000 unit of life insurance coverage.

Q: May the employee increase or decrease coverage amounts?

A: Yes. Employees may increase coverage up to 6 times their annual base salary or decrease coverage to 1 times annual base salary. Any increase, except the automatic increase due to a pay increase, will be subject to full evidence of good health. Employees must be actively at work in order to increase coverage.

Q: Is there an advantage for nonsmokers?

A: Yes. Nonsmoker rates are available if you have not smoked or used any tobacco products for 12 consecutive months prior to the date the enrollment form is completed.

A person may qualify for nonsmoker rates at a later date if the individual has not smoked or used any tobacco products for 12 consecutive months.

Your spouse can also take advantage of the nonsmoker rates if he or she meets these same requirements.

If an employee, age 59 or younger, becomes totally disabled, the cost of insurance for the stated coverage amount shown on the insurance certificate may be waived with written proof of total disability. Please see your insurance certificate for details.

ADMINISTRATION

For your convenience, ABX Air, Inc. will process premiums through payroll deductions.

Marsh @WorkSolutions, a service of Seabury & Smith, Inc., is your program manager.

If you have any questions, please call Marsh @WorkSolutions toll free:

1-800-441-5581

Marsh @WorkSolutions' responsibility is to answer all your questions and give you prompt access to accurate records. They will process your enrollment form, distribute your insurance certificate, process any claims, and provide assistance for your service needs such as:

- Changing address
- Changing beneficiary
- Changing coverage amount
- Adding coverage for your first child
- Adding coverage for a newly married spouse
- Informing you of your cash accumulation account balance
- Advising current interest rate credited to cash accumulation
- Processing withdrawals or loans from your cash accumulation account
- Arranging direct billing upon retirement or separation.

Marsh @WorkSolutions will send you an annual statement that will make it easy for you to review your program.

Termination of Coverage and Portability

Q: How do I keep Group Universal Life in force if I leave?

A: When you retire or terminate employment, you may continue your Group Universal Life program by paying premiums on a quarterly basis directly to Marsh @WorkSolutions. The amount of insurance coverage you can continue is the amount you had on the day before you left. Contact Marsh @WorkSolutions to arrange this.

Q: How long can I keep the coverage?

A: Until age 95, with the following exceptions:

A U.S. permanent resident employee who forfeits U.S. permanent residency status may not keep coverage.

A foreign national employee (except a U.S. permanent resident) who leaves ABX Air, Inc. employment may not keep coverage.

A foreign national employee who returns to his/her country of citizenship to work for ABX Air, Inc. may not keep coverage.

If a person obtains paid-up insurance, all insurance for that person, except the paid-up insurance, will end. (See the "Paid-up Life Insurance" section and your insurance certificate for details.)

If the group contract terminates, coverage for current and former employees, dependents, spouses and adult children will end. Portability will not apply, and portability options previously exercised will terminate.

DESIGNATING YOUR BENEFICIARY

Your beneficiary is the person or persons you name to receive your Life Insurance benefit in the event of your death. The Group Universal Life Insurance Enrollment Form provides space for designating beneficiaries.

The “First Beneficiary” is your first choice of the person or persons who would receive the death benefit.

The “Second Beneficiary” is your second choice of the person or persons who would receive the death benefit (if the first is not living).

Use the reverse side of the enrollment form if you wish to list more than one person as first or second beneficiary, and also indicate the percentage of share you desire for each beneficiary.

If you wish to designate a trust or other organization as beneficiary, you are encouraged to seek guidance from your personal financial or tax adviser.

If you do not name a beneficiary, or if your named beneficiary does not survive you, your Life Insurance benefit will be paid to the person or persons in the following order of priority:

- Your spouse;
- Your child(ren) equally;
- Your parent(s) equally;
- Your brother(s) and sister(s) equally;
- Your estate.

The certificate owner may change beneficiaries at any time as long as the change is made in writing to and recorded by Marsh @WorkSolutions.

THE GROUP UNIVERSAL LIFE DEATH BENEFIT

In the event of your death, your beneficiary will receive a death benefit equal to the life insurance coverage amount plus the cash accumulation account — all federal income-tax-free (less any funds previously withdrawn or borrowed).

Cash Accumulation Option

For each \$10,000 unit of life insurance coverage you elect for yourself and/or your spouse, you are allowed to contribute additional cash, which earns tax-deferred interest. This is your cash accumulation account. How much additional cash you may contribute to your account and that of your spouse depends on the amount of life insurance coverage you and your spouse have, and your respective ages.

The Cash Contributions Rate Table shows the allowable cash accumulation contribution at each age for each \$10,000 unit of life insurance coverage.

Q: Can I accumulate cash without enrolling for life insurance coverage?

A: No. IRS regulations require that Group Universal Life must be a life insurance program. As a result, the cash you contribute must maintain a specific relationship to the amount of life insurance coverage.

Q: Is automatic payroll deduction the only way to make contributions to the cash accumulation account?

A: No. You may make lump-sum contributions directly to the administrator. Call Marsh @WorkSolutions before you do to make sure your contribution does not exceed IRS regulations.

Q: What happens to my cash if I decide to cancel my insurance coverage?

A: You will be sent the cash you have accumulated as well as the interest credited, less any outstanding loans and withdrawals. The premium you paid for your life insurance coverage will not be refunded.

You may use your cash accumulation account for a variety of personal needs including, buying a home or paying for a college education.

Pay your premium. If you stop making premium payments, they will be automatically withdrawn from your cash accumulation account, if there is a sufficient balance, until the term insurance ends.

Borrow funds. The minimum loan is \$200. Under present law, loan interest is not tax-deductible. Currently, no fee is charged for a loan other than interest.

Withdraw cash. You may withdraw your cash without canceling or changing your coverage amount. The minimum withdrawal is \$200. Currently, no fee is charged for a withdrawal. Check your insurance certificate for details.

Purchase "paid-up" life insurance before or after retirement.

As described in your insurance certificate, a 2 percent deduction is collected from each contribution for insurance company tax obligations. The balance of the contribution is credited with tax-deferred interest from the date of receipt by Marsh @WorkSolutions. Prudential declares a current interest rate annually prior to the program anniversary.

Group Universal Life offers a significant advantage if you need to withdraw funds. Under present law, you are allowed to subtract your "cost basis"—what you paid for the life insurance coverage amount (excluding the cost of riders) including contributions to the cash accumulation account—from the total value of the account, to determine whether or not there is a taxable gain.

| Total Premium Paid (Cost Basis) | |
|--|----------------|
| 5 Yr. Coverage @ \$30/Mo. | \$1,800 |
| Cash Contributions @ \$100/Mo. | 6,000 |
| TOTAL | \$7,800 |

| Cash Balance Available for Withdrawal | |
|--|----------------|
| Cash Contributions | \$6,000 |
| Less Charge for Premium Tax | -120 |
| Plus Interest @ 4% | 627 |
| TOTAL | \$6,507 |

Note: The entire \$6,507 that includes \$627 of interest earned could be taken tax-free.

For example, assume a coverage premium of \$30 per month and a \$100 per month contribution to the personal cash accumulation account earning 4 percent interest. After five years, the total amount you could withdraw would be approximately \$6,507. The total premium paid (coverage, plus contributions to the personal cash accumulation account) would be \$7,800. Under current tax law, no tax would be due because the total premium paid (your cost basis) is greater than the amount you could withdraw.

Generally, current tax law will treat any pre-death withdrawal or distribution as a withdrawal of your contribution in the contract first. As in the example shown, there is no tax until you receive income that exceeds your contribution in the contract (your cost basis). However, if your cash contribution exceeds certain limits and your Group Universal Life coverage becomes a "Modified Endowment Contract" (MEC), as determined by the IRS, different tax rules, and in some cases, penalties apply for lifetime distributions such as loans, withdrawals and assignments. An MEC can result from premium payments or from a reduction in coverage (such as the purchase of paid-up life insurance). If this applies to you, Marsh @WorkSolutions will notify you in writing of your status and advise you of your current options (if any) and by when you must respond. Marsh @WorkSolutions is not authorized to give tax advice.

To receive the tax treatment accorded life insurance under federal law, the Universal Life Coverage must meet the definition of life insurance as provided in the Internal Revenue Code, or any successor law. To make sure it qualifies, Prudential reserves the rights: (a) to refuse contributions, in whole or in part, to refuse to make changes to the Coverage; and to decline to make partial withdrawals that could cause it to fail to meet the definition of life insurance; (b) to make distributions to you from your fund; or increase your death benefit to the extent needed to qualify the Universal Life Coverage as life insurance; and (c) to make changes to the Group Contract or Certificates, or both, or to take any action to the extent needed to qualify the Universal Life Coverage as life insurance.

Employees may contact Marsh @WorkSolutions directly for further information regarding MEC.

PAID-UP LIFE INSURANCE

Paid-up life insurance is permanent insurance that requires no further premium payments and will continue until the insured's death, unless surrendered or voided as described in your insurance certificate. This option gives the insured the choice of using all or part of the cash value in the insured cash accumulation account as a single payment to elect a paid-up death benefit. Simply stated, the insured will pay no further premium payments for his/her life insurance coverage but will still maintain his/her cash value. When paid-up life insurance is elected all other coverages under the certificate end.

Under certain circumstances an insured Group Universal Life coverage may become a "Modified Endowment Contract," subject to different tax rules. You should consult your tax adviser.

Prudential determines the rate for paid-up life insurance based on experience (mortality) and interest. Marsh @WorkSolutions can tell you the rate for paid-up life insurance at any age if purchased today, or estimate a monthly cash contribution at assumed interest to prefund paid-up life insurance purchased at a future age. Contact Marsh @WorkSolutions to request paid-up life insurance.

TO CALCULATE CASH ACCUMULATION TO AGE 65

Follow these two simple steps:

Step 1: Choose a monthly contribution (not to exceed the Rate Table Limit at your age for each \$10,000 life insurance coverage unit). Write the amount in the space next to your age.

Step 2: Multiply the contribution you've chosen by the factor number to estimate the growth of a routine monthly cash contribution earning tax-deferred interest from your age today until age 65.

Example: Age Monthly Contribution Factor Number Cash Plus Interest by Age 65*

 41 \$ 25.00 x 469.51 = \$ 11,738

| Age | Monthly Contribution | Factor Number | Cash Plus Interest by Age 65* | Age | Monthly Contribution | Factor Number | Cash Plus Interest by Age 65* |
|-----|----------------------|---------------|-------------------------------|-----|----------------------|---------------|-------------------------------|
| 17 | \$ _____ x | 1,673.01= | \$ _____ | 41 | \$ _____ x | 469.51= | \$ _____ |
| 18 | \$ _____ x | 1,597.11= | \$ _____ | 42 | \$ _____ x | 439.90= | \$ _____ |
| 19 | \$ _____ x | 1,524.13= | \$ _____ | 43 | \$ _____ x | 411.43= | \$ _____ |
| 20 | \$ _____ x | 1,453.96= | \$ _____ | 44 | \$ _____ x | 384.05= | \$ _____ |
| 21 | \$ _____ x | 1,386.49= | \$ _____ | 45 | \$ _____ x | 357.73= | \$ _____ |
| 22 | \$ _____ x | 1,321.61= | \$ _____ | 46 | \$ _____ x | 332.42= | \$ _____ |
| 23 | \$ _____ x | 1,259.23= | \$ _____ | 47 | \$ _____ x | 308.09= | \$ _____ |
| 24 | \$ _____ x | 1,199.24= | \$ _____ | 48 | \$ _____ x | 284.68= | \$ _____ |
| 25 | \$ _____ x | 1,141.57= | \$ _____ | 49 | \$ _____ x | 262.18= | \$ _____ |
| 26 | \$ _____ x | 1,086.11= | \$ _____ | 50 | \$ _____ x | 240.55= | \$ _____ |
| 27 | \$ _____ x | 1,032.79= | \$ _____ | 51 | \$ _____ x | 219.75= | \$ _____ |
| 28 | \$ _____ x | 981.51= | \$ _____ | 52 | \$ _____ x | 199.74= | \$ _____ |
| 29 | \$ _____ x | 932.21= | \$ _____ | 53 | \$ _____ x | 180.51= | \$ _____ |
| 30 | \$ _____ x | 884.80= | \$ _____ | 54 | \$ _____ x | 162.02= | \$ _____ |
| 31 | \$ _____ x | 839.22= | \$ _____ | 55 | \$ _____ x | 144.23= | \$ _____ |
| 32 | \$ _____ x | 795.39= | \$ _____ | 56 | \$ _____ x | 127.13= | \$ _____ |
| 33 | \$ _____ x | 753.25= | \$ _____ | 57 | \$ _____ x | 110.69= | \$ _____ |
| 34 | \$ _____ x | 712.73= | \$ _____ | 58 | \$ _____ x | 94.88= | \$ _____ |
| 35 | \$ _____ x | 673.76= | \$ _____ | 59 | \$ _____ x | 79.68= | \$ _____ |
| 36 | \$ _____ x | 636.30= | \$ _____ | 60 | \$ _____ x | 65.07= | \$ _____ |
| 37 | \$ _____ x | 600.27= | \$ _____ | 61 | \$ _____ x | 51.01= | \$ _____ |
| 38 | \$ _____ x | 565.64= | \$ _____ | 62 | \$ _____ x | 37.50= | \$ _____ |
| 39 | \$ _____ x | 532.33= | \$ _____ | 63 | \$ _____ x | 24.51= | \$ _____ |
| 40 | \$ _____ x | 500.30= | \$ _____ | 64 | \$ _____ x | 12.01= | \$ _____ |

Check your figures...

| Age | Monthly Contribution to Age 65 | | | | |
|-----|--------------------------------|----------|----------|----------|-----------|
| | \$5 | \$10 | \$20 | \$50 | \$100 |
| 20 | \$7,270 | \$14,540 | \$29,079 | \$72,698 | \$145,396 |
| 25 | 5,708 | 11,416 | 22,831 | 57,078 | 114,157 |
| 30 | 4,424 | 8,848 | 17,696 | 44,240 | 88,480 |
| 35 | 3,369 | 6,738 | 13,475 | 33,688 | 67,376 |
| 40 | 2,502 | 5,003 | 10,006 | 25,015 | 50,030 |
| 45 | 1,789 | 3,577 | 7,155 | 17,887 | 35,773 |
| 50 | 1,203 | 2,406 | 4,811 | 12,027 | 24,055 |
| 55 | 721 | 1,442 | 2,885 | 7,212 | 14,423 |
| 60 | 325 | 651 | 1,301 | 3,253 | 6,507 |
| 64 | 60 | 120 | 240 | 601 | 1,201 |

*An estimate based on 4 percent (guaranteed) effective annual yield and a 2 percent deduction for insurance company tax obligations collected as each new contribution is received.

Group Universal Life Rate Tables

COST OF INSURANCE PER \$10,000 COVERAGE UNIT

The Cost of Insurance rates are adjusted on each January 1 to account for the insured's then current age bracket.

| Age* Employee/Spouse | Monthly Cost of Insurance Per \$10,000 Coverage Unit Nonsmoker | Monthly Cost of Insurance Per \$10,000 Coverage Unit Smoker |
|---------------------------------|---|--|
| 17 | \$.50 | \$.50 |
| 18 | .50 | .50 |
| 19 | .50 | .50 |
| 20 | .50 | .50 |
| 21 | .50 | .50 |
| 22 | .50 | .50 |
| 23 | .50 | .50 |
| 24 | .50 | .50 |
| 25 | .60 | .70 |
| 26 | .60 | .70 |
| 27 | .60 | .70 |
| 28 | .60 | .70 |
| 29 | .60 | .70 |
| 30 | .60 | 1.00 |
| 31 | .60 | 1.00 |
| 32 | .60 | 1.00 |
| 33 | .60 | 1.00 |
| 34 | .60 | 1.00 |
| 35 | .70 | 1.00 |
| 36 | .70 | 1.00 |
| 37 | .70 | 1.00 |
| 38 | .70 | 1.00 |
| 39 | .70 | 1.00 |
| 40 | 1.40 | 1.80 |
| 41 | 1.40 | 1.80 |
| 42 | 1.40 | 1.80 |
| 43 | 1.40 | 1.80 |
| 44 | 1.40 | 1.80 |
| 45 | 2.10 | 2.90 |
| 46 | 2.10 | 2.90 |
| 47 | 2.10 | 2.90 |
| 48 | 2.10 | 2.90 |
| 49 | 2.10 | 2.90 |
| 50 | 4.00 | 4.90 |
| 51 | 4.00 | 4.90 |
| 52 | 4.00 | 4.90 |
| 53 | 4.00 | 4.90 |
| 54 | 4.00 | 4.90 |
| 55 | 6.40 | 8.30 |
| 56 | 6.40 | 8.30 |
| 57 | 6.40 | 8.30 |
| 58 | 6.40 | 8.30 |
| 59 | 6.40 | 8.30 |
| 60 | 11.10 | 14.00 |
| 61 | 11.10 | 14.00 |
| 62 | 11.10 | 14.00 |
| 63 | 11.10 | 14.00 |
| 64 | 11.10 | 14.00 |
| 65 | 15.60 | 19.40 |
| 66 | 15.60 | 19.40 |
| 67 | 15.60 | 19.40 |
| 68 | 15.60 | 19.40 |
| 69 | 15.60 | 19.40 |

Administrative fee for each adult: \$1 monthly
Dependent Children's Coverage: \$1.39 monthly
**Use age as of January 1 of the year you enroll.*

CASH CONTRIBUTIONS PER \$10,000 COVERAGE UNIT

The amount of cash you are allowed to contribute is determined by the number of \$10,000 coverage units. For example, with a life insurance coverage amount of \$100,000 (10 units), you would have the flexibility to contribute any cash amount up to 10 times the amount shown at your age on the Monthly Cash Contribution Table below.

Monthly Cash Contribution Table

| Age Employee/Spouse Begins Level Contribution | Maximum Allowable Cash Contribution Per \$10,000 Coverage Unit |
|---|--|
| 17 | \$ 3.85 |
| 18 | 4.24 |
| 19 | 4.67 |
| 20 | 5.14 |
| 21 | 5.66 |
| 22 | 6.24 |
| 23 | 6.87 |
| 24 | 7.58 |
| 25 | 8.35 |
| 26 | 9.21 |
| 27 | 10.15 |
| 28 | 11.20 |
| 29 | 12.36 |
| 30 | 13.64 |
| 31 | 15.06 |
| 32 | 16.64 |
| 33 | 18.38 |
| 34 | 20.32 |
| 35 | 22.48 |
| 36 | 24.88 |
| 37 | 27.55 |
| 38 | 30.54 |
| 39 | 32.08 |
| 40 | 33.47 |
| 41 | 34.93 |
| 42 | 36.45 |
| 43 | 38.04 |
| 44 | 39.70 |
| 45 | 41.43 |
| 46 | 43.24 |
| 47 | 45.14 |
| 48 | 46.98 |
| 49 | 48.52 |
| 50 | 50.10 |
| 51 | 51.73 |
| 52 | 53.41 |
| 53 | 55.13 |
| 54 | 56.88 |
| 55 | 58.66 |
| 56 | 60.51 |
| 57 | 62.40 |
| 58 | 64.34 |
| 59 | 66.32 |
| 60 | 68.35 |
| 61 | 70.43 |
| 62 | 72.59 |
| 63 | 74.81 |
| 64 | 77.11 |
| 65 | 79.47 |
| 66 | 81.85 |
| 67 | 84.32 |
| 68 | 86.92 |
| 69 | 89.67 |

A 2% deduction will be collected when a contribution is first received for insurance company tax obligations. For example, if a \$100 contribution is made, 2 percent or \$2 (currently) is collected, and the remaining \$98 will be credited with current interest.

Interest is declared annually by Prudential and credited to cash contributions from date of receipt by Marsh @WorkSolutions. The annual interest rate may vary, but will not be less than 4% per year.

Group Universal Life Worksheet

Call Marsh @WorkSolutions if you need assistance: 1-800-441-5581

A. CHOOSE EMPLOYEE COVERAGE IN A MULTIPLE OF ANNUAL BASE SALARY.

Multiply 1, 2, 3, 4, 5 or 6 times annual base salary and round up to the next higher \$10,000 increment if the multiple of annual base salary is not evenly divisible by \$10,000—not to exceed \$1,000,000.

Example: employee, age 34—nonsmoker

| | | | | | | | | | | | | | | |
|--------------------|--------------------------------|---|------------|--------|------------------------------|-----------------|------------------|----|------------------------------------|---------------------------|------|--------------------|---|-----|
| \$ 23,000 | x | 4 | = \$ | 92,000 | Round up = \$ | 100,000 | ÷\$10,000 = | 10 | x | \$.60 | = \$ | 6.00 | + | \$1 |
| Annual Base Salary | Multiple of Annual Base Salary | | | | if not divisible by \$10,000 | Coverage Amount | Coverage Units | | See Cost of Insurance at your age* | Monthly Cost of Insurance | | Monthly Admin. Fee | | |
| \$ _____ | x _____ | | = \$ _____ | | Round up = \$ _____ | | ÷\$10,000= _____ | x | \$ _____ | = \$ _____ | | _____ | + | \$1 |
| Annual Base Salary | Multiple of Annual Base Salary | | | | if not divisible by \$10,000 | Coverage Amount | Coverage Units | | See Cost of Insurance at your age* | Monthly Cost of Insurance | | Monthly Admin. Fee | | |

B. SELECT SPOUSE COVERAGE IN \$10,000 UNITS (\$20,000 MINIMUM).

Choose life insurance coverage in \$10,000 units up to 2 times employee's annual base salary—not to exceed \$100,000.

Example: spouse, age 34—nonsmoker

| | | | | | | | | |
|-----------------|-------------|----------------|---|--|------------|---------------------------|---|--------------------|
| \$ 50,000 | ÷\$10,000 = | 5 | x | \$.60 | = \$ | 3.00 | + | \$1 |
| Coverage Amount | | Coverage Units | | See Cost of Insurance at spouse's age* | | Monthly Cost of Insurance | | Monthly Admin. Fee |
| \$ _____ | ÷\$10,000 = | _____ | x | \$ _____ | = \$ _____ | | | + \$1 |
| _____ | | _____ | | _____ | | _____ | | _____ |
| Coverage Amount | | Coverage Units | | See Cost of Insurance at spouse's age* | | Monthly Cost of Insurance | | Monthly Admin. Fee |

C. INCLUDE \$10,000 DEPENDENT CHILDREN'S COVERAGE.

Example: three children \$ 1.39

To insure all eligible children for \$10,000 per child, add a total of \$1.39 monthly. Rate covers all eligible children, regardless of number.

D. CALCULATE THE ALLOWABLE MONTHLY CASH CONTRIBUTIONS.

Example:

employee age 34 \$ 20.32 x 10 units= \$203.20/monthly

Please note that any cash amount from the maximum allowable down to "0" may be contributed.

| | | | | |
|-------------------------------------|----|---|--------|---|
| Employee's age* | \$ | x | units= | \$ |
| See monthly Cash Contribution Table | | Multiply by the number of \$10,000 coverage units selected in Section A | | Maximum allowable monthly cash contribution |
| and/or spouse's age | \$ | x | units= | \$ |
| See monthly Cash Contribution Table | | Multiply by the number of \$10,000 coverage units selected in Section B | | Maximum allowable monthly cash contribution |

* Use age as of January 1 of the year you enroll.

E. PERSONAL SUMMARY

| | |
|--|-----------------|
| Employee Cost of Insurance | \$ _____ |
| \$1 Monthly Admin. Fee | \$ _____ |
| Spouse Cost of Insurance | \$ _____ |
| \$1 Monthly Admin. Fee | \$ _____ |
| Child(ren) | \$ _____ |
| Cash Contributions | |
| | \$ _____ |
| Employee | |
| | \$ _____ |
| Spouse | |
| Total monthly payroll deduction | \$ _____ |

Return your enrollment form to Marsh @WorkSolutions.

Claim Procedures

How to File a Claim for Benefits

Contact Marsh @WorkSolutions for information and forms to file any type of claim for benefits under this Plan.

Marsh @WorkSolutions
P.O. Box 9279
Des Moines, IA 50306-9267

Telephone: 1-800-441-5581

Please follow the instructions on the claim form carefully. This will expedite the processing of the claim. Be sure all questions are answered fully and any required medical statements are submitted with the claim form.

Please return the completed claim form to Marsh @WorkSolutions.

Marsh @WorkSolutions will submit the claim to Prudential. When the claim has been processed by Prudential, you (or your beneficiary) will be notified. Incapacitation proceeds will be paid to the incapacitated person. Death benefits will be paid to your Group Universal Life Insurance beneficiary. If any benefits have been denied, you (or your beneficiary) will receive a written explanation.

Routine Questions

If there is any question about a claim, an explanation may be requested from Marsh @WorkSolutions at **1-800-441-5581**.

Claim Decisions

Final claim decisions are made by Prudential. If you have any questions about a claim that Marsh @WorkSolutions has processed and sent to Prudential, please call toll-free at: 1(800) 524-0542. Written requests for claim information or claim appeals should be sent to:

Prudential Insurance Company of America
Group Life Claim Operations
P.O. Box 1215
213 Washington Street
Newark, NJ 07102-1215

Please include the policy number and the employee's Social Security number on all correspondence and inquiries.

Requesting a Review of Claims Denied in Whole or in Part

In the event a claim is denied in whole or in part, Prudential will notify you (or your beneficiary) in writing within 90 days after the claim was filed (180 days under special circumstances). If an extension beyond 90 days is necessary to make a decision on the claim, you (or your beneficiary) will receive a notice from Prudential indicating the reason for the delay and the date you may expect a final decision.

Prudential's notice of claim denial will include:

- The specific reason(s) for denial with reference to the Plan provisions on which the denial is based;

- A description of any additional material or information necessary to complete the claim and an explanation of why the material or information is necessary; and
- The steps to be taken if you (or your beneficiary) wish to have the decision reviewed.

You (or your beneficiary) or your authorized representative may request a review of the claim and may review pertinent documents. The request for review should be sent to Group Life Claim Operations at the address of the Prudential office that processed the claim within 60 days after you (or your beneficiary) receive notice of the denial of the claim. When requesting a review, please state the reason you believe the claim was improperly denied and submit any data, questions or comments you (or your beneficiary) deem appropriate.

Prudential will reevaluate all the information, and you (or your beneficiary) will be informed of the decision in writing within 60 days after receipt of the written request for claims review. If special circumstances require an extension of time to review your claim, you (or your beneficiary) will receive written notification of the final decision as soon as possible but not later than 120 days after the request for review.

Other Information

Assignments: All assignments except collateral assignments are allowed.

Contract Holder: FLEET NATIONAL BANK, AS TRUSTEE OF THE UNIVERSAL LIFE INSURANCE TRUST FOR EMPLOYEES OF ABX AIR, INC..

Contract Anniversary: January 1 of each year

Employment Waiting Period: A period which begins on your first day of active service with the Employer and ends on the first day of the calendar month next following completion of 60 days of continuous full-time or part-time service with the Employer.

Cost of the Insurance: The insurance in the Book is Contributory Insurance. You will be informed of the amount of your contribution when you enroll. In no event will the amount required to provide your term insurance under the Universal Life Coverage be higher than 150% of the applicable amount under the 1980 Commissioners Standard Ordinary Mortality Table (Male, age last birthday).

Administrator: Certain functions under the Group Contract are performed by Marsh @WorkSolutions in its role as plan Administrator.

ABX AIR, INC. ROLE

ABX Air, Inc. is making available to employees the opportunity to enroll in the Group Universal Life program through the distribution of plan information prepared by Marsh @WorkSolutions. ABX Air, Inc. will furnish Marsh @WorkSolutions with necessary records and information to verify your qualification for insurance under the program. Group Universal Life is an employer-sponsored welfare benefit plan for purposes of the Employee Retirement Income Security Act Of 1974 (ERISA), as amended.

This book is not a contract; it is a brief description of the benefits of the program and contains references to concepts, which have legal, accounting and tax implications. Marsh @WorkSolutions' comments are intended to convey a general understanding of applicable provisions, but are not intended as a legal opinion. Since Marsh @WorkSolutions cannot serve as a tax adviser, it is recommended that you consult your personal financial adviser. Subsequent developments in the law may impact the benefits described. Please keep this summary of program provisions with your other records. In all cases, the actual insurance policy will govern.

Program Definitions

Actively at Work means that the employee is actively at work at ABX Air, Inc.'s place of business or at any other place that ABX Air, Inc. requires the individual to go.

Annual Base Salary means base salary, excluding shift differential, overtime, incentive pay and other such compensation.

Cash Accumulation Account means the cash value of the fund, reduced by any cash withdrawn or outstanding loan.

Dependent Children means natural-born, legally adopted children and stepchildren who are wholly depend on you for support and maintenance. Your child cannot be covered as your dependent while covered as an employee of ABX Air, Inc..

Eligibility Date means the date that new employees become eligible to join the Group Universal Life Insurance Plan. New employees become eligible to join on the first day of the month after completing 60 days of service.

Full Evidence of Good Health means satisfactory answers to the applicable questions in Section 4 of the enrollment form are required. The individual must also meet the Eligibility Requirements. In addition, Marsh @WorkSolutions will send Prudential's Request for Medical Information form for completion and signature. Coverage will not become effective until the first of the month following approval by Prudential.

Guaranteed means the specified amount of coverage will be issued without evidence of good health, provided the individual meets the Eligibility Requirements.

Late Entrant means that such individual is applying for Group Universal Life coverage after a specified eligibility period to enroll has passed. (See "When may I enroll?" and "Effective Date.")

Life Insurance Coverage Amount means the specified amount of term life insurance benefit provided on your life, or the life of your spouse or your child(ren).

Simplified Evidence of Good Health means satisfactory answers to the applicable questions in Section 4 of the enrollment form are required. The individual must also meet the Eligibility Requirements. Coverage will not become effective until the first of the month following approval by Prudential.

Totally Disabled means that such individual is not able to perform for wage or profit, the material and substantial duties of any job for which the individual is reasonably fitted by education, training or experience.

Page Left Intentionally Blank

VOLUNTARY ACCIDENT INSURANCE PLAN

Voluntary Accident Insurance coverage provides you (and your eligible dependents, if you enroll in the Family Plan) with insurance protection in case of accidental loss of life, dismemberment or paralysis 24-hours a day, 365 days a year, anywhere in the world. Coverage applies to accidents that occur on or off the job, at home, or while traveling.

Eligibility and Effective Date

Employees

Eligible employees are regularly scheduled full-time and part-time employees. Full-time employees are regularly scheduled to work 40 hours per week.

Employees who are members of a collective bargaining unit are only eligible if the collective bargaining agreement provides for participation in this Plan.

You are not eligible to enroll if you are working in a capacity that, at the sole discretion of the Plan Administrator and without regard to any government agency or other determination to the contrary, is considered as contract labor or independent contracting.

New employees become eligible to join the Voluntary Accident Insurance Plan on the first day of the month following date of hire.

You will be covered by the Plan on that date provided you have completed an electronic Group Insurance Enrollment form.

Dependents

Your eligible dependents are covered under this Plan on the date your coverage is effective if you are eligible and enroll each dependent for coverage.

Your eligible dependents are:

- Your legal spouse
- Your unmarried children under age 19, including your natural children, legally adopted children, children placed for adoption, stepchildren residing with you and any other children supported solely by you and permanently residing with you, provided you are their legal guardian or you claim the children as dependents for federal income tax purposes.
- Your unmarried children from age 19 through age 23 who are registered students in full time attendance at a university or similar institution of learning and who are dependent on you for support and for whom you are entitled to an income tax exemption.
- Your unmarried child who is incapable of self-sustaining employment by reason of developmental disability or physical handicap, provided such child was covered under this Plan at the time of disability and immediately prior to his or her 19th birthday (23rd if a student).

If you do not enroll your dependents when they are first eligible, you must wait until the next open enrollment period in the fall for a January 1 effective date, except in the event of Family/Work status changes (see Family/Work Status Changes section).

If your dependent child is an ABX Air, Inc. employee and eligible for Voluntary Accident Insurance coverage under the ABX Air, Inc. Plan, he or she may not be enrolled as your covered dependent.

Annual Enrollment

Initial enrollment. Your initial enrollment election is a commitment for the remainder of the calendar year. As a new hire, you will have 60 days from hire date to complete the electronic Group Insurance Enrollment form. If you are newly eligible for this Plan due to a change in employment status, you will have 30 days from status change date to complete the electronic Group Insurance Enrollment form.

Open Enrollment. You will be given the opportunity to review your participation in ABX Air, Inc.'s benefit Plans on an annual basis each fall for a January 1 effective date. This is called an "Open Enrollment" period. Your Open Enrollment election is a 12-month commitment beginning January 1. Other than open enrollment, you may change your annual election during the year *only* if you meet one of the family or work status changes described below.

Family/Work Status Changes

Your benefit election is in force for the full plan year (January 1 through December 31) following the enrollment period (unless your coverage terminates).

You are eligible to change your election during the year only if you have a qualifying change in your family or work status and complete an electronic enrollment form with the change to the Benefits Department within 30 days of the qualifying event (60 days in the case of birth or adoption).

Qualifying family and work status changes are:

- **Legal marital status change** due to marriage, death of a spouse, divorce, legal separation or annulment.
- **Number of dependents change** due to birth, adoption, placement for adoption or death of a dependent.
- **Employment status changes** for you, your spouse or dependent due to ending or starting employment, a strike, lockout or commencement or return from an unpaid leave of absence (including an FMLA leave); or a change in employment status with the consequence that you, your spouse or dependent becomes or ceases to be eligible for coverage (such as a switch between part-time and full-time status).
- **Residence or worksite change** (for you, your spouse or dependent) that could affect your benefits.
- **Dependent child's eligibility change** which causes a dependent to satisfy or cease to satisfy eligibility requirements due to age, student status or a similar change.
- **Change in regularly scheduled hours that affect benefits eligibility.** If your employment status changes from a position with no benefit eligibility to a full-time or part-time position with benefit eligibility, you will be allowed to make a coverage election at that time. Your employment will count toward your 60-day eligibility waiting period.

| Dates for Qualifying Status Changes | | | |
|--|--|--|--|
| QUALIFYING STATUS CHANGE | To change coverage, electronic Group Insurance Enrollment/Change form must be completed by: | Proof Required | Disability Start/Loss Date |
| Marriage: | 30 days from date of marriage | A copy of the marriage license | Covered from the first of the month following marriage |
| Divorce, legal separation or annulment | 30 days from date of separation, divorce or annulment | A copy of court papers showing the date the separation, divorce or annulment was final | First of the month following the event |
| A newborn infant | 60 days from date of birth | Birth Certificate | Covered from date of birth. <i>If you are out on leave, coverage begins the day you return from leave.</i> |
| A newly adopted child under 18 years of age. | 60 days from the date of your child's placement for adoption | A copy of the final adoption papers showing the date adoption was finalized | Covered from date the child is physically placed with you for adoption & you assume financial responsibility. <i>If you are out on leave, coverage begins the day you return from leave.</i> |
| Change in hours that affects your benefits eligibility. | 30 days from the status change | No proof required | Covered the date your status changed (provided you have satisfied the 60-day wait period.) |

Cost

You pay the full cost of this coverage for yourself, and for your eligible dependents if you elect the Family Plan.

Your monthly premiums, for individual or family coverage, are determined by the amount of insurance (Principal Sum) you select for yourself:

| Employee Principal Sum | Bi-Weekly Cost Employee, Only Plan | Bi-Weekly Cost Family Plan |
|-----------------------------------|---|---------------------------------------|
| \$ 25,000.00 | \$0.43 | \$0.64 |
| \$ 50,000.00 | \$0.85 | \$1.27 |
| \$ 75,000.00 | \$1.28 | \$1.91 |
| \$ 100,000.00 | \$1.71 | \$2.54 |
| \$ 125,000.00 | \$2.14 | \$3.18 |
| \$ 150,000.00 | \$2.56 | \$3.81 |
| *\$ 175,000.00 | \$2.99 | \$4.44 |
| *\$ 200,000.00 | \$3.42 | \$5.08 |
| *\$ 225,000.00 | \$3.84 | \$5.71 |
| *\$ 250,000.00 | \$4.27 | \$6.35 |
| *\$ 275,000.00 | \$4.70 | \$6.98 |
| *\$ 300,000.00 | \$5.12 | \$7.62 |

*Principal Sum amounts over \$150,000 cannot exceed 10 times your Annual Base Salary.

Your contributions will be deducted before your withholding taxes are calculated (on a pre-tax basis), thereby reducing your income taxes and FICA taxes. You will be given an opportunity to elect pretax coverage each year during the open enrollment period.

Plan Options

Employee Only Plan: You may elect any coverage amount (Principal Sum) for yourself from \$25,000 to \$300,000* in increments of \$25,000.

Family Plan: You may elect any coverage amount (Principal Sum) for yourself from \$25,000 to \$300,000* in increments of \$25,000. Coverage for your eligible dependents is determined automatically, based on your family structure:

| Family Structure | Dependent's Principal Sum is Equal To: |
|---|--|
| Spouse Only | 50% of your Principal Sum |
| Spouse & Child(ren) Spouse Each Child | 40% of your principal sum 10% of your principal sum** |
| Child(ren), Only Each Child | 15% of your principal sum** |

*Principal Sum amounts over \$150,000 cannot exceed 10 times your Annual Base Salary.

**The maximum coverage amount for each dependent child is \$45,000. This maximum applies even if both parents are employed at ABX Air, Inc. and enrolled in this Plan.

Age Reductions

When you or your spouse reach age 70, that person's Principal Sum is reduced to the percentage shown in the following table:

| Age at Date of Loss | Principal Sum |
|----------------------------|----------------------|
| Age 69 or younger | 100% |
| Ages 70 - 74 | 65% |
| Ages 75 - 79 | 45% |
| <hr/> Ages 80 - 84 | 30% |
| Ages 85 and older | 15% |

Beneficiaries

Employees

Your beneficiary is the person or persons you name to receive the Voluntary Accident Insurance benefit payable in the event of loss of your life.

You should complete the beneficiary section of your Group Insurance Enrollment form and return it to the Benefits Section of Human Resources to assure Voluntary Accident Insurance benefits for loss of life are paid in accordance with your wishes.

You may change your beneficiary designation at any time. If you do not name a beneficiary, or if your named beneficiary does not survive you, Voluntary Accident Insurance benefits for loss of your life will be paid to the person or persons in the following order of priority:

1. Your spouse;
2. Your child(ren) equally;
3. Your parent(s) equally;
4. Your brother(s) and sisters(s) equally;
5. Your estate.

Family Members

If you select the Family Plan, you are the beneficiary of the Voluntary Accident Insurance benefit payable in the event of the death of your covered spouse and/or covered dependent children, unless a different beneficiary is specified on the Group Insurance Enrollment form.

Schedule of Benefits

If you or your eligible dependent suffers a covered loss as the direct result of accidental bodily injury, benefits are payable as specified in the Schedule of Benefits. The benefits provided under this Plan are payable in addition to any other insurance in effect at the time of a covered accident.

Accidental Loss of Life, Dismemberment and Paralysis Benefit Amounts

Benefits will be paid for any of the following losses, which result from covered accidental injury to you or your covered dependents within 365 days of the date of the accident.

100% of the Principal Sum will be paid for:

- Loss of life
- Loss of both hands or both feet
- Loss of sight of both eyes
- Loss of one hand and one foot
- Loss of one hand or one foot and sight of one eye
- Quadriplegia (total paralysis of both upper and lower limbs)
- Loss of speech and hearing in both ears

75% of the Principal Sum will be paid for:

- Paraplegia (total paralysis of both lower limbs)

50% of the Principal Sum will be paid for:

- Loss of one hand or one foot
- Loss of sight of one eye
- Hemiplegia (total paralysis of upper and lower limbs on one side of the body)
- Loss of speech or hearing in both ears

25% of the Principal Sum will be paid for:

- Loss of thumb and index finger of the same hand

“Loss” as used above means: With regard to hands and feet, actual severance through or above wrist or ankle joints; with regard to eyes, entire irrecoverable loss of sight; with regard to paralysis (quadriplegia, paraplegia and hemiplegia) the complete and irreversible paralysis of such limbs; with regard to thumb and index finger actual severance through or above metacarpophalangeal joints; with regard to speech, entire and irrecoverable loss of speech; with regard to hearing, the entire and irrevocable loss of hearing in both ears.

If you (or a covered dependent) suffers more than one of the losses listed above as the result of any one covered accident, benefits will be paid only for the greatest loss.

Exposure and Disappearance Benefit

Exposure - If you are unavoidably exposed to the elements as a result of a covered accident and suffer one of the losses listed above, benefits will be payable according to the Schedule of Benefits.

Disappearance - If your remains are not found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance you occupied, the benefits will be payable according to the Schedule of Benefits for loss of life.

Special Education Benefit

If you elect Family Plan coverage and lose your life as the result of a covered accident, the Plan will pay the following additional benefits.

- For your surviving dependent children:
The Plan will pay 5% of your Voluntary Accident Insurance Principal Sum (to a maximum of \$5,000) on behalf of any eligible dependent child who, on the date of the accident, was enrolled as a full-time student in any institution of higher learning beyond the 12th grade level, or was at the 12th grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following the accident.

The benefit is payable annually for a maximum of four consecutive annual payments but only if the dependent child continues his or her education.

“Institution of higher learning” includes, but is not limited to, any state university, private college or trade school.
- For your surviving spouse:
The Plan will pay the actual cost incurred within 30 months from the date of your death (to a maximum of \$2,000) to, or on behalf of, your surviving spouse who has enrolled in any professional or trades training program, for the purpose of obtaining an independent source of support and maintenance.

Common Disaster Benefit

If you elect Family Plan coverage, and both you and your spouse lose your lives as the result of the same covered accident, the benefit applicable to your spouse will automatically be increased to equal your Principal Sum to a combined maximum of \$500,000. (If you and your spouse are both enrolled as ABX Air, Inc. employees with Family Plan coverage, the combined maximum would be \$1,000,000 instead of \$500,000.) The increase applies only if both deaths occur within 90 days of the accident.

Coverage Limitations

- Voluntary Accident Insurance covers accidents occurring while riding as a passenger, but not as a pilot or crewmember, on any aircraft being used for the transportation of passengers unless you are a designated ABX Air, Inc. non-union Flight Management Pilot acting as a pilot or crewmember of an ABX Air, Inc. aircraft on Company business. “Riding” includes boarding or alighting from the aircraft.
- Voluntary Accident Insurance does not provide coverage for sickness.

Exclusions

Voluntary Accident Insurance does not cover any loss caused by or resulting from:

- Suicide or any attempt thereat while sane or self-destruction or any attempt thereat while insane.
- Disease of any kind; hernia of any kind; or bacterial infections, except pyogenic infections, which occur through an accidental cut or wound.
- Riding as a pilot or crewmember in any aircraft unless you are a designated ABX Air, Inc. non-union Flight Management Pilot piloting an ABX Air, Inc. aircraft on Company business.
- Declared or undeclared war or any act thereof.
- Service in the military, naval or air service of any country.

Termination of Coverage

Your Voluntary Accident Insurance coverage will terminate at the end of the calendar month in which:

- Your employment ends,
- You are no longer an eligible employee,
- You retire, or
- Your premium contributions end;
- The Plan is terminated, if earlier.

You may qualify for an extension of coverage in certain circumstances described in the Special Extensions of Coverage section below.

Coverage for your enrolled dependents will terminate at the end of the calendar month in which:

- Your coverage terminates,
- Your dependent is no longer eligible, or
- Your dependent contributions end;

Or, if earlier, on the date your dependent child becomes eligible for coverage as an ABX Air, Inc. employee, or the Voluntary Accident Insurance policy is terminated.

Voluntary Accident Insurance cannot be converted to an individual insurance policy.

Special Extensions of Coverage

During Approved Disability Leave

If you are on an approved medical leave of absence for your illness or injury, your Voluntary Accident Insurance coverage for you and your dependents continues for a maximum of one year. You must continue to pay the premium to maintain this coverage during your leave.

During Family Medical Leave

If you meet the requirements for Family Medical Leave, ABX Air, Inc. will maintain or reinstate any Voluntary Accident Insurance coverage, which you had under this Plan prior to the leave. You must continue to pay the premium to maintain coverage during your leave. See the "Family Medical Leave" section for details.

During a Personal Leave Of Absence

Voluntary Accident Insurance coverage remains in effect until the end of the month in which you last worked.

During a Uniformed Services Leave Of Absence

Voluntary Accident Insurance coverage remains in effect until the end of the month in which you last worked.

During Jury Duty

Your Voluntary Accident Insurance coverage continues when you are required to serve as a juror or as a court witness. You must continue to pay the full premium to maintain coverage during this time.

Leave for employees selected for special trials of lengthy duration (over 30 days) must be individually requested through Human Resources.

After Your Death

If you die, Voluntary Accident coverage for your dependents remains in effect until the end of the month in which your death occurs.

Reinstatement of Coverage

If your Voluntary Accident coverage terminates because you cease to meet the definition of an eligible employee, coverage for you and your eligible dependents may be reinstated immediately if you return to active work in an eligible class within 12 months from the date your eligibility ceased.

If your unmarried dependent child age 19 through 23 lost eligibility because he or she was no longer a full-time student, Voluntary Accident coverage may be reinstated when the dependent child returns to full-time student status, provided you apply for reinstatement of coverage within 30 days. Coverage will be reinstated retroactive to the date the dependent child resumed attending classes.

Claim Procedures

How to File a Claim for Benefits

Claim forms can be obtained from Human Resources.

The instructions on the claim form should be followed carefully. This will expedite the processing of the claim. Be sure all questions are answered fully and any required medical statements are submitted with the claim form.

The completed claim form should be returned to Human Resources.

When the claim has been processed, you (or your beneficiary) will be notified. Dismemberment, loss of sight, speech and hearing and paralysis benefits will be paid to the insured person. Benefits payable because of your death will be paid to your Voluntary Accident Insurance beneficiary. Benefits payable because of the death of your covered dependent will be paid to you unless a different beneficiary was designated. If any benefits have been denied, you (or your beneficiary) will receive a written explanation.

Claims Are Paid By:

AIG Life Insurance Company
A&H Claims Division
PO Box 15701
Wilmington, DE 19850-5701

Routine Questions

If there is any question about a claim payment, an explanation may be requested directly from AIG Life Insurance Company, through the Claims Office that processed the claim.

Claim Appeals

Initial Determination

In the event a claim is denied in whole or in part, AIG Life Insurance Company will notify you (or your beneficiary) in writing within 90 days after the claim was filed (180 days under special circumstances). If an extension beyond 90 days is necessary to make a decision on the claim, you (or your beneficiary) will receive a notice from AIG indicating the reason for the delay and the date you may expect a final decision.

AIG's notice of claim denial will include:

- The specific reason(s) for denial with reference to the Plan provisions on which the denial is based;
- A description of any additional material or information necessary to complete the claim and an explanation of why the material or information is necessary; and
- The steps to be taken if you (or your beneficiary) wish to have the decision reviewed.

Claims Review and Appeal

You (or your beneficiary) or your authorized representative may request a review of the claim and may review pertinent documents. The request for review should be sent to AIG Life Insurance Company, A&H Claims Division, at PO Box 15701, Wilmington, DE 19850-5701 within 60 days after you (or your beneficiary) receive notice of the denial of the claim. When requesting a review, please state the reason you believe the claim was improperly denied and submit any data, questions or comments you (or your beneficiary) deem appropriate.

All the information will be reevaluated, and you (or your beneficiary) will be informed of the decision in writing within 60 days after receipt of the written request for claims review. If special circumstances require an extension of time to review your claim, you (or your beneficiary) will receive written notification of the final decision as soon as possible but not later than 120 days after the request for review.

Eligibility – Review and Appeal

If you (or your beneficiary or your legal representative) believe that you have been improperly denied eligibility in this plan or improperly denied the opportunity to make an election change due to a qualified change in status, follow the appeal procedures and timelines described above. However, instead of contacting AIG in writing, contact the Plan Administrator by writing to your Company Benefits Department as follows:

ABX Air, Inc.
 Employee Benefits 2061B
 145 Hunter Drive
 Wilmington, OH 45177
 800-736-3973

The Plan Administrator has the sole discretionary authority to determine eligibility for benefits and to construe the terms of eligibility for the disability, life and accident plans.

If your initial request for eligibility or an opportunity to make a family status change is denied, and your written appeal is denied, you may pursue legal remedies under section 502(a) of ERISA. Before you may pursue these legal remedies however, you must first exhaust this review and appeals process. If you do take legal action, you must file suit within two years after the date of the event upon which the claims is based.

Definitions

Insured Person. Includes both the insured employee and the insured dependent, as applicable.

Injury. Bodily injury caused by an accident occurring while the Voluntary Accident Insurance policy is in force as to the Insured Person and resulting directly and independently of all other causes in loss covered by the insurance policy.

Principal Sum. The coverage amount you indicated in the Voluntary Accident Insurance section of the Group Insurance Enrollment/Change form for yourself, the insured employee.

Annual Base Salary. Your annual wage or compensation paid by ABX Air, Inc. excluding bonuses, overtime, Profit Sharing and any other supplemental compensation. Annual Base Salary includes compensation you elect to reduce or defer under ABX Air, Inc. sponsored benefit plans.

FLEXIBLE SPENDING ACCOUNTS

Health Care Flexible Spending Account

We recognize that many of our employees are faced with rising health care costs and with child care expenses. In order to assist with these expenses, we are offering you the opportunity to participate in a Flexible Spending Account Plan.

This Plan allow you to use pre-tax dollars to pay for dependent care expenses and for health care expenses that are not reimbursed by your medical insurance plan, such as deductibles and coinsurance. By doing so, you will reduce your taxable compensation by the cost of these benefits

With careful planning, you can avoid paying federal taxes on the amount you spend for many of the out-of-pocket health care expenses and/or dependent care expenses you incur and put the tax savings to work for you.

Think carefully about how much you want to put into your Flexible Spending Account since the Internal Revenue Code places many restrictions on this type of program (See Important Considerations section.)

Eligibility and Enrollment

You are eligible to participate in the Medical Flexible Spending Account if you are eligible for the Enhanced ABX Air, Inc Medical Plan and have been actively employed for at least one year.

Employees who are members of a collective bargaining unit are eligible only if the collective bargaining agreement provides for participation in this Plan.

You are not eligible to enroll if you are working in a capacity that (at the sole discretion of the Plan Administrator and without regard to any government agency or other determination to the contrary) is considered contract labor or independent contracting.

You can not have Medical Flexible Spending Account and a Health Care Savings Account in the same year.

Annual Enrollment

Open Enrollment. If you do not join the Health Care Flexible Spending Account Plan when you are first eligible, or do not complete the electronic enrollment form before your initial eligibility date, your next opportunity to enroll will be during next fall's Open Enrollment period. Your election made during Open Enrollment period will be effective on January 1. In the event of a qualified family/work status change, see next section below.

Your election is valid for one calendar year; your election does not carry over from one year to the next. You must make a NEW election each year during the Open Enrollment period if you wish to continue participating in this Plan.

How The Flexible Spending Account Works

The Flexible Benefit Plan allows you to pay for eligible unreimbursed health care expenses with pre-tax dollars. You may elect to contribute up to \$2,600 per plan year to the Health Care FSA. There is a \$26 minimum annual election.

If you terminate employment during a Plan Year and your Health Care Flexible Spending Account is under-spent, you may continue your coverage under your Health Care FSA by making contributions under COBRA. Your account is under-spent when the remaining annual limit for the Plan Year, based on claims submitted before the COBRA qualifying event, is greater than the maximum COBRA premium for the remainder of the Plan Year. All contributions you make to the Health Care FSA after you terminate employment will be on an after-tax basis.

Your Health Care Flexible Spending Account

*Your health care contributions will be credited to your Health Care FSA. You will be reimbursed for eligible health care expenses that you incur in a Plan Year up to the annual amount elected for the Plan Year. **Any money credited to your Account at the end of the year will be forfeited.** It cannot be used to reimburse you for health care expenses that you incur in the next Plan Year, nor can it be used to compensate you in any other way. Therefore, conservatively estimate how much your unreimbursed health care expenses will be for the Plan Year before deciding how much to contribute to a Health Care FSA. ABX Air reserves the right to use any amounts forfeited by employees to offset plan Administration costs.*

Requests for reimbursement of expenses must be submitted for reimbursement and paid within 90 days after the end of the Plan Year. The Plan will only reimburse health care expenses that were incurred during a period in which you were contributing to your Health Care FSA.

Health Care Expenses

- You may be reimbursed for eligible health care expenses that were **incurred** during the Plan Year and during the period you were contributing to the Health Care FSA.
- **The date an expense is incurred is the date you (or your eligible dependent) receive health care services.** The date you are billed for a health care service or the date you paid for a health care service is not the date the expense is incurred.
- Health care expenses must be for you, your spouse or for your eligible dependents. Dependents generally include any member of your family who received half of his or her support from you.
- Health care expenses are generally medical expenses you can deduct on your Federal income tax return.

Expenses eligible for reimbursement include, but are not limited to, the following expenses:

| | | |
|--|--------------------------------|--|
| Acupuncture | Chiropractor | Coinsurance amounts |
| Childbirth classes | Deductibles | Hearing aids & batteries |
| Contact lenses & solutions | Dental | Transportation expenses (related to medical care) |
| Medical aids (crutches, Orthopedic shoes, etc.) | Eyeglasses | |
| | Prescription drugs co-payments | |

Expenses that are not eligible for reimbursement include, but are not limited to, the following expenses:

Expenses reimbursed by an insurance provider or another Plan
Cosmetic Surgery/Procedures
Long Term Care Services
Insurance Premiums

If you have any questions regarding eligible or ineligible expenses, please contact the Plan Administrator.

Tax Savings Example

Let us look at an example of how you can save money by contributing to your Health Care FSA. Assume that your unreimbursed health care expenses during a Plan Year are \$1,000 and that your marginal tax rate is 30%.

If you contribute, on a pre-tax basis, \$1,000 to your Health Care FSA, you will reduce your taxable income by \$1,000. This will then decrease your taxes by \$300 ($\$1,000 \times 30\%$). Thus, by paying your health care expenses from your Health Care FSA, you will save \$300.

IMPORTANT CONSIDERATIONS

Think carefully about how much you want to put into your Flexible Spending Account Plan since the Internal Revenue Code places many restrictions on this type of program.

Forfeitures - "Use it or Lose it"

Paying eligible expenses with before-tax dollars can mean significant tax savings. But you must be careful not to over-budget on your expected costs. Under IRS regulations, if you have any money left in your Flexible Spending Account at the end of the plan year and you didn't incur an expense during the plan year to offset it, you will lose the money in your account. But, if you budget wisely, you should not have any forfeitures. (Any forfeited money is used to reduce the cost of plan administration). **Note: There is no refund of the remaining balance to you.**

Social Security

Since you pay less FICA tax when you use a Flexible Spending Account, you or your family may receive a slightly lower Social Security benefit when you retire, or if you become disabled or die.

IRS Rules

For more information about eligible expenses, see the appropriate IRS publication:

- Publication 502 , Eligible Medical Expenses

Both publications are available from any IRS Forms Office, by calling 1-800-TAX-FORM, or by visiting www.irs.gov and entering publication number into the search box in the left hand column.

Discrimination

Due to the tax advantages available under this Plan, certain highly paid employees are prohibited from disproportionately benefiting under the Plan. In some circumstances it may be necessary to reduce contribution elections for such individuals. You will be notified if it is necessary to reduce/restrict your contribution amount to meet these requirements.

When Coverage Ends

Your Flexible Spending Account participation ends:

- On the last day of the month in which you elect to stop participating (during an annual enrollment period or because of a change in family status, cost or coverage change)
- On the date you stop working for ABX Air, Inc., or you are no longer an eligible employee
- On the date the Plan is discontinued by the Company.

If your participation ends and you still have money in your Flexible Spending Account, you have until March 31 of the following year to claim benefits from the account for expenses incurred to the end of the month you were a Plan participant.

How to File a Claim

This section will explain how to file a claim for benefits from your Health Care FSA and/or your Dependent Care FSA.

You may submit a claim for benefits after you have incurred an eligible expense. Remember the date you receive medical or dependent care service is the date you incur an expense. ***The date you are billed for an expense or the date you paid for an expense is not the date you incurred the expense.***

You must complete a Reimbursement Form and forward the claim to:

United Healthcare
P.O. Box 981178
El Paso, TX 79998-1178
Fax (915) 781-1085
Telephone (877) 311-7849

Reimbursements from a Health Care FSA

At any time during the Plan Year, the maximum reimbursement you may receive from your Health Care FSA is the total amount of money you elected to contribute to your Account for the full Plan Year. ***You will be reimbursed for expenses that were incurred during the Plan Year and during a period you were contributing to the Health Care FSA.*** If you terminate employment, or stop your contributions to the Plan during an unpaid leave of absence you may not receive reimbursement for expenses incurred during the period you were not contributing to the Plan.

For example:

You terminate employment on May 1st and your contributions through payroll reduction to your Health Care FSA cease. On May 15th you purchase a pair of eyeglasses. This expense is not eligible for reimbursement because the expense was incurred after you stopped contributing to the Plan. However, if you elected to continue your contributions under COBRA and sent in an after-tax contribution to remain a participant, then the expense would be eligible for reimbursement up to the amount that is in your Account because you were contributing to the Health Care FSA at the time you incurred the expense.

Excess Expenses

Any expenses that remain at the end of the Plan Year for either a Health Care FSA or a Dependent Care FSA will not be carried over to the next Plan Year. You will not receive reimbursement for these excess claims.

Please note:

You are not permitted to use money from one account to pay for other types of expenses. You are permitted to use the money from your account(s) only for the designated purpose. For example, medical expenses cannot be claimed from the Dependent Care FSA.

Reimbursements

You may submit reimbursement requests at any time.

Claims Review

The Plan Administrator has designated United Healthcare to make all determinations as to the right of any person to a benefit under the Flexible Benefit Plan. If you have questions on the status of a claim for benefits from your Account, you can obtain information by calling at (877) 311-7849, or by writing United Healthcare at P.O. Box 981178 El Paso, TX 79998-1178. United Healthcare will notify you of any denial of a claim for benefits under this Plan in writing and the notice will be delivered or mailed to you within a reasonable period of time-usually within 90 days after the claim is received. The 90-day period may be extended no more than 180 days if required by special circumstances, and in such cases, you will be notified before the end of the initial 90-day period for the reasons for the extension.

The notice will set forth the specific reasons for the denial, pertinent plan provisions, additional material needed to be supplied by you, and an explanation of the claims review procedure written to the best of the plan administrator's ability in a manner that may be understood without legal or actuarial counsel.

If you dispute the propriety of United Health Care's denial of any FSA reimbursement, the Plan Administrator will assume full responsibility for making a final and binding decision. The Plan

Administrator has absolute and final authority regarding administration, construction, interpretation and application of the provisions of their Plan.

Claims Appeal

If you or someone acting on your behalf wants to appeal the denial of benefits, you or your representative must write a letter appealing the decision, normally within 60 days of the denial of the benefit by the Plan Administrator. In your letter, state why you think your claim should not have been denied. Also, include any documents, additional information or comments you think might be helpful.

In this manner, the Plan Administrator intends to afford a reasonable opportunity to any participant whose claim for benefits has been denied for review of the decision denying the claim. Your appeal will be reviewed and you will be notified in writing of the decision promptly. Normally, this decision will be made within 60 days of receipt of your appeal, but this period may be extended no more than 180 days if special circumstances require additional time, and in such cases you will be notified before the end of the initial 60-day period of the reasons for the extension.

Effective on the first day of the first plan year beginning on or after July 1, 2002, special rules apply to claims filed under Group Health Plans, including Health Care Spending Accounts. All claims will be decided within a reasonable time period, no longer than 30 days after it is received. This time period may be extended by 15 days in situations outside the control of the Administrator, including those situations that involve incomplete claims. If an extension is necessary, you will receive a notification, including the reason for the extension and the expected date of a decision by the Administrator. In such cases, you will be notified before the end of the initial 30-day period. You will be given 45 days to complete and incomplete claim. The Administrator reserves the right to require additional information if necessary to decide your claim.

A written notice will be provided to you if your claim is denied in whole or in part. The notice will outline the specific reasons for the denial, pertinent plan provisions, additional material needed to be supplied by you and an explanation as to why this material is needed, and an explanation of the claims review procedure written to the best of the plan administrator's ability in a manner that may be understood without legal or actuarial counsel. If your claim is denied, you may submit an appeal to the Plan Administrator asking for a review of your denied claim. This appeal must be in writing and received within 180 days of the initial claim denial. If an appeal is not filed within this time frame, you lose the right to appeal. Additionally, you lose your right to file suit in court.

An appeal will be decided by the Plan Administrator within a reasonable length of time not exceeding 60 days after it is received. Any decision will be sent to you in writing. The same individual who denied your initial claim will not be responsible for deciding your appeal. The Plan Administrator reserves the right to request additional information as needed. If the appeal process confirms the initial denial of your claim, you will receive a written notice of the denial. The notice will set forth the specific reasons for the denial, pertinent plan provisions, your right to review pertinent information and documents at your request and at no charge to you, an copy of any criterion the Plan Administrator relied upon to reach a decision and a description of such criterion, and your right to file suit under ERISA § 502(a)

Dependent Care Account Plan

A Dependent Care Account allows you to pay for work-related dependent care expenses with *before-tax* dollars.

If you spend \$2,000 a year in work-related dependent care expenses, you actually have to earn more than \$2,000 to pay your dependent care provider. (For example, you might have to earn \$2,500 and pay \$500 in taxes to have the \$2,000 left after-tax for dependent care expenses.)

If you set up a Dependent Care Account, you will fund it with before-tax dollars deducted from your paycheck.

With careful planning, you can avoid paying federal taxes on the amount you spend for many of the dependent care expenses you incur and put the tax savings to work for you.

Think carefully about how much you want to put into your Dependent Care Account since the Internal Revenue Code places many restrictions on this type of program (See Important Considerations section.)

Eligibility and Effective Date

You are eligible to participate in the Dependent Care Account Plan if you are an ABX Air, Inc. full-time employee and are a crewmember represented by the International Brotherhood of Teamsters - Airline Division, Local 1224.

You are not eligible to enroll if you are working in a capacity that (at the sole discretion of the Plan Administrator and without regard to any government agency or other determination to the contrary) is considered contract labor or independent contracting.

New employees become eligible to join the Dependent Care Account Plan on the first day of the month after completing 60 days of service.

- You will be covered by the Plan as soon as you become eligible, complete the electronic an Enrollment form, and return it to your Benefits Department **within 60 days from date of hire.**

How the Dependent Care Account Works

You can set up a Dependent Care Account if you and your spouse both work, you work and your spouse attends school, you work and your spouse is actively seeking employment, or you are a single head-of-household.

You can put part of your pay — from \$260 up to \$5,000 a year — in before-tax dollars into a Dependent Care Account to pay qualified dependent care expenses you expect in the coming year (January through December 31).

Qualified Dependents

A qualified dependent must meet the IRS dependent definition and be:

- A child under age 13 who you claim as a dependent on your federal income tax return, or
- A child under age 13 for whom you are a custodial parent described under the Internal Revenue Code, or
- A spouse or other dependent (including a parent) who is physically or mentally incapable of self-care, regularly spends at least eight hours each day in your home, and you claim as a dependent on your federal income tax return.

Annual Enrollment

Open Enrollment. If you do not join the Dependent Care Account Plan when you are first eligible, or do not complete the electronic enrollment form before your initial eligibility date, your next opportunity to enroll will be during next fall's Open Enrollment period. Your election made during Open Enrollment period will be effective on January 1. In the event of a qualified family/work status change, see next section below.

Your election is valid for one calendar year; *your election does not carry over from one year to the next.* You must make a NEW election each year during the Open Enrollment period if you wish to continue participating in this Plan.

Family/Work Status Change

Your benefit election is in force for the full plan year (January 1 through December 31) following the enrollment period (unless your coverage terminates).

You are eligible to change your election during the year only if you have a qualifying change in your family or work status and submit an enrollment form with the change to Human Resources within 30 days of the qualifying event (60 days in the case of birth or adoption).

Think carefully about setting up an account! Changes can be made only during an annual open enrollment period or if you have a change in family or work status that affects the amount or eligibility for reimbursement or dependent care expenses. Qualifying changes in family or work status are:

- Change in legal marital status due to marriage, death of a spouse, divorce, legal separation or annulment.
- Change in number of dependents due to birth, adoption, placement for adoption or death of a dependent.
- Change in employment status for you or your spouse due to ending or starting employment, a strike, lockout or commencement or return from an unpaid leave of absence (including an FMLA leave); or a change in employment status with the consequence that you or your spouse becomes or ceases to be eligible to participate (such as a switch between part-time and full-time status).
- A change in residence or worksite (by you, your spouse or dependent).

- An event which causes a dependent to cease to be a dependent due to age, student status, or a similar change.

Any change in your Account election must be on account of, and correspond with, your change in family status that affects qualified dependent care expenses and **must be made within 30 days of the change (60 days in the case of birth or adoption)**.

Other events that would allow you to change your Account election are:

- If the cost of your dependent care assistance changes significantly, you may change your election accordingly. Election changes are not permitted for cost changes imposed by a provider who is your relative.
- If your dependent care assistance is significantly curtailed (as determined by the Plan Administrator; for example a reduction in hours of the care provider), or ceases altogether, you may revoke your election and, if other dependent care assistance is available, change your election accordingly.
- If, during the plan year, a new dependent care assistance plan is offered, you may change your election to elect the new benefit.
- If your spouse participates as an employee in a dependent care assistance plan sponsored by your spouse's employer and that plan has a different period of coverage than this plan (or if it permits mid-year election changes due to qualified changes in status), and your spouse elects a coverage change, you may change your election under this Plan. Your election change must be prospective only and must be on account of, and must correspond with, the change made under your spouse's plan.

Eligible Dependent Care Expenses

Eligible Dependent Care Expenses that can be reimbursed from your DCSA are expenses incurred for household and dependent care services that enable you and (if married) your spouse to be gainfully employed, which generally means working or actively looking for work.

If your spouse has no earned income, you cannot use a DCSA unless your spouse is physically or mentally incapable of caring for himself or herself, or is a full-time student for at least five months during the Plan Year.

To qualify for reimbursement, Dependent Care Expenses cannot exceed your earned income or, if married, the earned income of the lesser earning spouse. Earned income (including any self-employment earnings) is generally the remaining salary after all pre-tax salary reductions have been made. If married and your spouse is physically or mentally incapable of caring for himself or herself or is a full-time student, the IRS considers your spouse to have a monthly income of \$200 if you have one dependent, or \$400 if you have two or more dependents, for each month that your spouse is incapable of caring for himself or herself or is a full-time student.

Dependent Care Expenses must be incurred for a qualified dependent. Qualified dependents are:

- A dependent who is a child under age 13, if you claim a deduction for that dependent on your federal income tax return; or

- A spouse or dependent under federal tax law who is physically or mentally incapable of caring for himself or herself.
- Eligible Dependent Care Expenses include, but are not limited to, the following expenses if not otherwise excluded:
 - Expenses for care at a day care center that complies with all applicable state and local regulations.
 - Expenses for care provided by a housekeeper, babysitter or other person in your home.
 - Expenses for care provided by a relative who cares for your dependents, so long as that relative is over the age of 19 and is not your dependent.
 - Expenses for care for an elderly or incapacitated dependent, either in your home or outside your home. The dependent must spend at least 8 hours each day in your home if you are claiming reimbursement for care outside your home.
 - Expenses for care at a day camp to which you send your children (under age 13) during school vacations so that you and your spouse, if you are married, can be gainfully employed or attend school full-time.

Dependent Care Tax Credit vs. Dependent Care Spending Account

Some employees may be eligible to claim a dependent care tax credit on their federal income tax return. This credit is available for the same types of expenses as the DCSA. However, the IRS requires that the dependent care tax credit be reduced, dollar for dollar, by the amount reimbursed under a Dependent Care Flexible Spending Account. In other words, you cannot use expenses reimbursed through the DCSA to claim the tax credit.

For more information about how the dependent care tax credit works, see IRS Publication No. 503. In addition, because each employee's situation is different, you may want to consult with a tax advisor before deciding whether to use the tax credit or the DCSA.

Limits on Amounts to a Dependent Care Account

Because of the tax savings the Dependent Care Account offers, the Internal Revenue Code limits when and how much you can contribute to the account to pay eligible expenses.

- You cannot put more than your salary or your spouse's salary (whichever is smaller) into a Dependent Care Account
- If your spouse is a full-time student or incapacitated, you may contribute up to \$200 a month (\$2,400 a year) for one dependent or \$400 a month (\$4,800 a year) for two or more dependents to a Dependent Care Account for each month your spouse is a full-time student or incapacitated
- If you and your spouse file separate federal income tax returns, you are each limited to contributing \$2,500 a year to the Dependent Care Account
- If you and your spouse file a joint tax return and you both participate in flexible spending account programs where you work, your combined before-tax expense reimbursements are limited to \$5,000 a year.

Dependent Care Account or Tax Credit

You have two tax-saving choices for dependent care expenses: reimbursement through the Dependent Care Account or the dependent care tax credit allowed by the federal government on your annual income tax return. The difference is:

- The Dependent Care Account reduces your taxable income, so your tax is lower, while
- The tax credit reduces the amount of income tax you pay at the end of the year.

With this Plan, you use your before-tax dollars in your dependent care account to reimburse yourself for the cost of dependent care expenses. Each month you increase your spendable income by the amount that would otherwise be withheld to pay taxes on your contributions to the Dependent Care Account. With the tax credit, you wait for the savings until you file your tax return.

You can not use the Dependent Care Account and the tax credit for the same expense. Also, the Dependent Care Account will reduce the amount you can take the tax credit on dollar for dollar. You must decide which method is best for you.

Dependent Care Account Worksheet

In deciding whether the Dependent Care Account or the tax credit is more advantageous, you may consider your income and particular tax situation. You may compare tax credit savings to Dependent Care Account savings by using the Dependent Care Account Worksheet, located at the end of this book. This worksheet is intended to help you determine the best tax break for your situation and should not be considered tax advice. You are encouraged to consult your own tax advisor before deciding whether to participate in this Plan.

Exclusions and Limits

You cannot use the Dependent Care Account to reimburse yourself for:

- The cost of food, entertainment, overnight camp, supplies, clothing or education--unless those costs are part of your dependent's care (for example, if a nursery school provides lunch and some education that cannot be separated from the cost of daycare)
- Household services, unless part of the daycare is provided in your home
- Education expenses for a child in first grade or above and kindergarten expenses if the education expense can be separated from the after-school day care expense
- Transportation
- Care provided by a person you claim as a dependent on your tax return or by your child or stepchild under age 19, even if they are no longer dependent on you
- Expenses for a dependent child when you are divorced or legally separated and the child is in your custody for less than half the year
- Amounts paid by your spouse's employer toward dependent care
- Amounts you claim for the dependent care tax credit on your federal income tax return
- Expenses incurred for services received before the plan year starts or ends.

Important Considerations

Think carefully about how much you want to put into your Dependent Care Account since the Internal Revenue Code places many restrictions on this type of program.

Forfeitures - “Use it or Lose it”

Paying eligible expenses with before-tax dollars can mean significant tax savings. But you must be careful not to over-budget on your expected costs. Under IRS regulations, if you have any money left in your Dependent Care Account at the end of the plan year and you didn't incur an expense during the plan year to offset it, you will lose the money in your account. But, if you budget wisely, you should not have any forfeitures. (Any forfeited money is used to reduce the cost of plan administration). **Note: There is no refund of the remaining balance to you.**

No Contribution Changes Mid-Year Unless. . .

Once you decide how much to put into your account, *you cannot change your decision for the rest of the year, unless* you have a change in family status or there is a change that affects the cost of dependent care or the eligibility of dependent care expenses for reimbursement from your account.

Consider Summer Vacations

When calculating your annual expenses be sure to consider periods when your dependent will not be enrolled in daycare such as holidays or spring and summer vacations.

Social Security

Since you pay less FICA tax when you use a Dependent Care Account, you or your family may receive a slightly lower Social Security benefit when you retire, or if you become disabled or die.

IRS Rules

For more information about eligible expenses, see Publication 503, Child and Dependent Care Expenses, available from any IRS Forms Office by calling 1-800-TAX-FORM, or by visiting www.irs.gov and entering 503 into the search box in the left hand column.

Discrimination

Due to the tax advantages available under this Plan, certain highly paid employees are prohibited from disproportionately benefiting under the Plan. In some circumstances, it may be necessary to reduce contribution elections for such individuals. You will be notified if it is necessary to reduce/restrict your contribution amount to meet these requirements.

When Coverage Ends

Your Dependent Care Account participation ends:

- On the last day of the month in which you elect to stop participating (during an annual enrollment period or because of a change in family status, cost or coverage change)
- On the date you stop working for ABX Air, Inc., or you are no longer an eligible employee
- On the date the Plan is discontinued by the Company.

If your participation ends and you still have money in your Dependent Care Account, you have until March 31 of the following year to claim benefits from the account for expenses incurred to the end of the month you were a Plan participant.

Claim Procedures

Requesting a Reimbursement

For reimbursement from your DCSA, you must submit proof of the services rendered, such as a bill, receipt, or invoice and Social Security or Tax Identification Number of the care provider.

Only expenses which are incurred while you are a participant in the Plan may be reimbursed from a Flexible Spending Account. In addition, expenses which are incurred during one Plan Year can not be reimbursed during another Plan Year. An expense is considered incurred when services are provided, not when you are billed or when you pay for care.

You can submit a reimbursement form as often as monthly. You will be reimbursed for Eligible Expenses as long as the amount requested from either account is at least \$25, except for reimbursement with respect to the last month of the Plan Year. Amounts below \$25 will be accumulated and processed with future payments.

If you have established a DCSA, only the amounts you have actually contributed to the account are available for reimbursement. If you request reimbursement for more than what you have in your account, you will receive only the amount in your account. As additional contributions are made to your account, outstanding reimbursements will be processed automatically.

For expenses incurred during the Plan Year, requests for withdrawal will be accepted and processed through March 31 of the following year.

Claims are Paid by:

*United Healthcare
P.O. Box 981178
El Paso, TX 79998-1178
Fax (915) 781-1085
Telephone (877) 311-7849*

In accordance with IRS regulations, amounts contributed to your HCSA or DCSA during the Plan Year but remaining in your account at the end of the processing period (March 31 of the following year) cannot be returned to you or used to reimburse expenses incurred in a subsequent Plan Year. These amounts are forfeited and applied as directed by the Employer in accordance with the Plan.

Claim Denial Process

If your claim is denied for reimbursement, you will receive a written notice from United HealthCare within 30 days of receipt of the claim, as long as all needed information was provided with the claim. United HealthCare will notify you within this 30 day period if additional information is needed to process the claim, and may request a one time extension not longer than 15 days and pend your claim until all information is received.

Once notified of the extension you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame and the claim is denied, United HealthCare will notify you of the denial within 15 days after the information is received. If you do not provide the needed information within the 45-day period, your claim will be denied.

A denial notice will explain the reason for the denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

Questions and Appeals

If you have a question or concern about a claim reimbursement determination, you may informally contact a United HealthCare Customer Service representative before requesting a formal appeal. The Customer Service telephone number is shown on your ID card. If the Customer Service representative cannot resolve the issue to your satisfaction, you may request a formal appeal as described below.

If you wish to request a formal appeal of a denied claim for reimbursement, you should contact Customer Service to obtain the United HealthCare address where the appeal should be sent. Your appeal should be submitted in writing to that address and should include your name and identification number from the ID card, a description of the claim determination that you are appealing, the reason you believe your claim should be reimbursed, and any written information to support your appeal.

Your first appeal request must be submitted in writing to United HealthCare within 180 days after you receive the denial.

A qualified individual who was not involved in the initial benefit decision being appealed will be designated to decide the appeal. Upon request and free of charge, you have the right to reasonable access to and copies of all documents, records, and other information relevant to your claim for reimbursement.

The first level appeal will be conducted and you will be notified by United HealthCare of the decision in writing within 30 days from receipt of a request for appeal of a denied claim. If you are not satisfied with the first level appeal decision, you have the right to request a second level appeal from United HealthCare. Your second level appeal request must be submitted in writing to United HealthCare within 60 days from receipt of the first level appeal decision. The second level appeal will be conducted and you will be notified by United HealthCare of the decision in writing within 30 days from receipt of a request for a second level appeal.

United HealthCare has the exclusive right to interpret and administer the Plan, and these decisions are conclusive and binding.

WHEN PARTICIPATION ENDS

You will cease to participate in the Plan as of the earlier of:

- The date on which the Plan terminates.
- The date you cease to be an eligible employee.
- The date you fail to make a required contribution under the terms of the Plan.

PRETAX PREMIUM PLAN

For eligible full-time employees not covered under a negotiated contract, ABX Air, Inc. pays all of the cost of Life Insurance, AD&D Insurance, Long Term Disability Insurance and Business Travel Accident Insurance, and most of the cost of health care coverage and Short Term Disability coverage.

You pay the full cost of Group Universal Life Insurance and Voluntary Accident Insurance. Your share of the cost for health care coverage, Short Term Disability coverage and Voluntary Accident Insurance will be paid on a pretax basis. You may also make salary reductions for eligible dependent care expenses on a pretax basis if you enroll in the Flexible Spending Account Plan.

- When you make payments through the Pretax Premium Plan, you will not pay income tax or FICA taxes on your contributions to the Plan for health care coverage, Short Term Disability coverage, Voluntary Accident Insurance, or salary reductions under the Dependent Care Account Plan if you are enrolled. Most states also allow your contributions to reduce your state income taxes.
- If your compensation is less than the Social Security wage base, your FICA taxes will be lower. This may slightly reduce your Social Security benefit.
- Pretax premiums (and salary reductions under the Flexible Spending Account Plan if you are enrolled) will not reduce your compensation for purposes of your salary-related benefits—Life and AD&D insurance, Short Term Disability Benefits, Long Term Disability insurance, Business Travel Accident insurance, Group Universal Life Insurance, Voluntary Accident Insurance, Profit Sharing Plan, Retirement Income Plan, and Capital Accumulation Plan (CAP/401k).
- Your cost for Group Universal Life Insurance will be paid on an after-tax basis.

The Pretax Premium Plan is a “cafeteria” plan under Section 125 of the Internal Revenue Code.

For employees subject to a collective bargaining agreement, the terms of your collective bargaining agreement apply.

Page Left Intentionally Blank

CONTINUATION COVERAGE PRIVILEGE (COBRA)

Complying with the Consolidated Omnibus Budget Reconciliation Act (COBRA), ABX Air, Inc. permits covered employees and dependents to temporarily continue health coverage (through "COBRA coverage") at group rates if coverage ends for certain reasons. Covered participants may continue coverage under all health plans in which they were enrolled at the time of the event causing loss of coverage. This notice informs you of your COBRA rights and obligations. **Both you and your spouse should read this carefully.**

Qualifying Events

If you are a **covered employee**, you have a right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (unless due to gross misconduct).

If you are the **covered spouse** of an employee, you have the right to choose continuation coverage if you lose group health coverage due to one of the following qualifying events:

- Termination of your spouse's employment (unless due to gross misconduct) or reduction in your spouse's hours of employment;
- Death of your spouse;
- Your spouse becomes entitled to Medicare; or
- Divorce or legal separation from your spouse.

A **covered dependent child** of an employee has the right to continuation coverage if group health coverage is lost due to one of the following qualifying events:

1. Termination of the employee parent's employment (unless due to gross misconduct) or reduction in the employee parent's hours of employment;
2. Death of the employee parent;
3. The employee parent becomes entitled to Medicare;
4. Employee parent's divorce or legal separation;
5. Ceasing to be a "dependent child" as defined under this Plan.

If an **employee on a Family Medical Leave** terminates employment during the leave or fails to return from the leave, the employee and covered family members may be eligible to continue coverage for up to 18 months from the earlier of the last day of the leave period or the date of termination.

Maximum Period of COBRA Coverage

The maximum period of COBRA coverage is 18 months if you lose group health coverage because of a termination of employment or reduction in hours. For all other qualifying events, the maximum period of COBRA coverage is 36 months.

Second Qualifying Event: The 18-month maximum period can increase to 36 months for dependents who have another qualifying event during the first 18 months of COBRA coverage. If the second event is legal separation, divorce or loss of dependent child eligibility, you must notify Human Resources within 60 days of the second qualifying event to qualify for the additional coverage.

Disability Extension: The 18-month maximum period can increase to 29 months if the employee or a covered family member is totally disabled. To qualify for this additional coverage, during the first 18 months of COBRA coverage you must present proof that the Social Security Administration determined the individual to be totally disabled at the time of termination/hours reduction or any time during the first 60 days of COBRA coverage. You must provide Human Resources with a copy of the Social Security determination letter (indicating entitlement to Social Security disability benefits) within 60 days of the date of the determination and within the initial 18 month period. The extension will be available to the disabled individual and covered family members.

Notice Requirements

You or a family member has the responsibility to notify Human Resources **within 60 days** of a divorce, legal separation, death, or a child's loss of dependent status. If you fail to notify Human Resources during the 60-day notice period, family members who lose coverage will not be able to elect COBRA coverage. If Human Resources is properly notified, ABX Air, Inc. will send a COBRA Explanation and COBRA Election Notice to the affected individuals. Similarly, Human Resources will send you a notice of your right to elect COBRA upon the occurrence of any other qualifying event. You and your dependents must keep Human Resources informed of any change of address.

Electing COBRA Coverage

When you become eligible for COBRA coverage, you will have 60 days to complete and return your election form to Human Resources. This 60-day period runs from either the date active coverage ends or the date Human Resources provides you with notice of your right to elect COBRA coverage (whichever is later). If you do not return the COBRA election form by that date, you forfeit your right to COBRA coverage. Each covered participant has an independent right to elect COBRA coverage. Example: A covered spouse or child could elect COBRA coverage when an employee terminates, even if the employee does not elect coverage.

Paying For COBRA Coverage

If you elect COBRA coverage, you will have 45 days from the date of your election to make your initial payment. Your initial payment must include the cost of coverage from the date you lost coverage through the last full month before you pay. After your initial payment, premiums are due on the first day of each month. Premium payments (except the initial payment) are subject to a 30-day grace period. If your premiums are not sent by the specified due date, your coverage will end and you cannot reenroll in COBRA coverage. **It is your responsibility to make your payments on time. You will not receive reminders or past due notices (even for your initial payment.)**

Generally, your cost for COBRA coverage will not be more than 102% of the applicable premium. However, during an 11-month disability extension (if the disabled individual is covered) the cost may increase to 150% of the applicable premium. "Applicable premium" means the total cost of coverage for active employees (ABX Air, Inc.'s share plus your share). Current COBRA rates are included in COBRA enrollment materials and are not the same as active employee rates. Please contact Human Resources for rate information.

Changes to Your Coverage

COBRA coverage is identical to the coverage provided under the plan to similarly situated active participants or family members. Any Plan changes which apply to active participants will also apply to COBRA participants. Any increase in premiums, other than an increase due to a mid-year election change, which is effective for active participants mid-year, will not apply to COBRA participants until the beginning of the next year. You have the same right to change benefits or add dependents as active participants. In general, added dependents do not have COBRA rights, so their coverage ends when yours does. However, the former employee's child born or adopted during the COBRA coverage period will have the same COBRA rights as a child who was covered at the qualifying event.

When COBRA Coverage Ends

Your COBRA coverage will end before your maximum period of COBRA coverage if:

1. You (employee, spouse, or child) don't pay the required premium on time
 - You (employee, spouse, or child) become entitled to Medicare (after the date of the COBRA election)
 - You (employee, spouse, or child) become covered under another group health plan as an employee, spouse, dependent child or otherwise (after the date of the COBRA election) unless the other plan limits or excludes coverage for your preexisting health condition
 - ABX Air, Inc. and its subsidiaries no longer provide any group health coverage, or
 - COBRA coverage is extended because of Social Security disability, but the disabled family member (employee, spouse, or child) loses entitlement to Social Security disability benefits. (Coverage will end on the last day of the month following the month Social Security determines the family member is no longer disabled. The first 18 months of COBRA coverage are available regardless of when Social Security disability benefits are lost.)

Your COBRA rights are subject to change. Coverage will be provided only as required by law. If the law changes, your rights will change accordingly.

Social Security and the COBRA Disability Extension

A disabled qualified beneficiary may be entitled to an extension of up to 11 months to an 18-month COBRA coverage period, a total of up to 29 months. (See the "Maximum Period of COBRA Coverage" section above). Qualified beneficiaries are entitled to up to 18 months of COBRA continuation coverage for the qualifying events of termination of employment (including retirement) or reduction of work hours. If the disabled individual qualifies for the extension, it is available to his or her family members covered under COBRA due to the same qualifying event as well.

To qualify for the disability extension, the disabled qualified beneficiary must be determined by the Social Security Administration to have been disabled as of the date of the qualifying event, or within the first 60 days of continuation coverage due to the event. The Social Security Administration will send a letter of disability determination which must be provided to the Benefits section of Human Resources within 60 days of the date of the determination and within the first 18-month continuation coverage period.

Social Security disability benefits begin after a waiting period of five full calendar months. The individual must have been disabled throughout this period. Being disabled means that the individual is so severely impaired, physically or mentally, that he or she cannot perform any substantial gainful work. The impairment must be expected to last at least 12 months or to result in earlier death.

The disabled individual should file an application for Social Security benefits as soon as possible after disability occurs. By filing promptly, the application can be processed during the waiting period. The application process can be started by a telephone call to the Social Security Administration (1-800-772-1213). A certified copy of the disabled individual's birth certificate is required.

Medicare generally becomes available automatically after the individual has been entitled to Social Security disability benefits for two years. There are special rules for end-stage renal disease (kidney failure).

For a disabled individual, the 29-month COBRA continuation coverage period should make medical coverage available during the five-month waiting period for Social Security benefits and the 24-month waiting period before Medicare eligibility.

FAMILY MEDICAL LEAVE

The Family and Medical Leave Act of 1993 (FMLA) allows eligible employees to take up to 12 weeks of unpaid, job protected leave for certain family and medical reasons during any 12-month period. When an FML is taken for a period of 12 weeks or less, you will be returned to your same or an equivalent position for which you are qualified.

ABX Air, Inc. uses the “rolling year” method for Family Medical Leave (FML) eligibility calculations. A rolling 12-month period is measured backward in time from the date an employee first uses any FML.

Eligibility

To be eligible for Family Medical Leave, you must:

- Work in a location where there are at least 50 employees within 75 miles, and
- Have worked for ABX Air, Inc. for at least one year, and
- Have worked for at least 1,250 hours over the previous 12 months

Reasons for Taking Leave

You may request a Family Medical Leave for any of the following reasons:

- To care for your child after birth, or placement for adoption or foster care
- To care for your spouse, child, or parent who has a serious health condition
- For your own serious health condition

FML will be unpaid except in certain circumstances you may use sick leave or vacation time during your leave (see Pay While On Family Medical Leave below).

30-Day Advanced Notice and Medical

You are required to provide advance notice and medical certification of your leave. Your FML request may be denied if these requirements are not met.

You must provide 30 days advance notice to your manager when the leave is foreseeable.

You must provide medical certification to support your FML request because of a serious health condition. ABX Air, Inc. may require a second or third opinion (at ABX Air, Inc.'s expense) and a fitness for duty report to return to work. Medical certification must be provided within 15 days after the FML form is sent to you or ABX Air, Inc. may delay the commencement of your leave until certification is submitted.

Application for Family Medical Leave

If you are considering a family medical leave, contact your Benefits department in Human Resources for an FML application form. You are required to provide your manager with 30 days advance notice that you want to take an FML, or tell your manager immediately if your leave is caused by a sudden, unexpected event.

Restrictions

Worksites Not Covered by FMLA

If you work at an ABX Air, Inc. location with less than 50 employees within 75 miles, the following provisions will apply if you take Family Medical Leave:

- **Job Restoration** - You will be reinstated to your prior position, or an equivalent position for which you are qualified, if you return to work within 12 weeks provided that you have at least one year of service with the Company or 8 weeks if you have less than one year of service.
- **Effect of Leave on Your Benefits** - Benefit protection (as described above) will be limited to 12 weeks provided that you have at least one year of service with the Company or 8 weeks if you have less than one year of service.

Check with your manager, or with the Benefits Department, to confirm that you meet ABX Air, Inc.'s requirements for Family Medical Leave and the length of leave that applies to you.

Key Employees

For Family Medical Leave purposes, you are a key employee if you are a salaried employee and among the highest paid 10 percent of all ABX Air, Inc. employees within 75 miles of your worksite at the time you request the leave.

A key employee is entitled to all the benefits of the FMLA with the exception of job restoration in the event of the birth of a child, placement of an adopted or foster child, and the serious health condition of a family member.

If you take approved medical leave for your own serious health condition, you will be reinstated to your prior position, or an equivalent position for which you are qualified, if you return to work within 8 weeks. ABX Air, Inc. will notify you at the start of your leave if there will be restrictions on reinstatement

Pay while on FAMILY MEDICAL LEAVE

FML is an *unpaid* leave of absence. However, in certain circumstances paid time may be substituted for unpaid time during an approved FML:

- For birth or placement of an adopted or foster child or the serious health condition of a spouse or parent: you may *elect* to use earned vacation and/or sick leave hours while on FML.
- For your own serious health condition or for the care of a sick child: Accrued sick leave hours *must* be used. You may *elect* to use earned vacation time.

Effect of Family Medical Leave on Your Benefits

Medical, Dental, and Vision Plans

ABX Air, Inc. will maintain any medical, dental and vision coverage which you had before you went on family or medical leave. You must continue to pay your share of the premium, if any. You must continue to be enrolled in the ABX Air, Inc. Medical Plan during your leave to maintain Dental and Vision coverage, if eligible.

If you return to work following a qualified Family Medical Leave, you may change your coverage election as described in the "Family/Work Status Changes" section of each of these plans.

Life Insurance, AD&D Insurance, Short Term Disability, and Long Term Disability Plans

ABX Air, Inc. will maintain any Life, AD&D, Short Term Disability and Long Term Disability Insurance coverage you had under these Plans before you went on family or medical leave. You must continue to pay your share of the premium, if any.

Business Travel Accident Insurance Plan

When you return to work, ABX Air, Inc. will reinstate any Business Travel Accident Insurance coverage you had under this Plan before you went on family or medical leave.

Group Universal Life Insurance

You may continue any Group Universal Life Insurance which you had under this Plan for yourself and your dependents before you went on family or medical leave. You must continue to pay the premium to maintain coverage. Marsh@WorkSolutions (formerly Seabury and Smith) will send a quarterly billing to your home address.

If you elect not to continue coverage during your leave, upon your return you will be eligible to reenroll for the amounts of Group Universal Life Insurance which you had under this Plan for yourself and your dependents immediately prior to your leave. You will not be required to provide additional evidence of good health to reinstate your prior amounts of coverage.

If you have a balance in your cash accumulation account when you choose not to continue coverage, it must be used to obtain paid-up insurance or distributed to you as cash. If the cash accumulation value is distributed to you as cash, it will be subject to tax to the extent it exceeds your investment in the contract.

Voluntary Accident Insurance

You may continue any Voluntary Accident Insurance which you had under this Plan for yourself and your dependents before you went on family or medical leave. You must continue to pay the premium to maintain coverage.

If you elect not to continue coverage during your leave, upon your return you will be eligible to reenroll for the amounts of Voluntary Accident Insurance which you had under this Plan immediately prior to your leave.

Page Left Intentionally Blank

UNIFORMED SERVICES LEAVE

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) allows eligible employees to take unpaid, job protected leave to perform uniformed service (service in the U.S. Armed Forces, National Guard or Commissioned Corps of the Public Health Department). You may continue health coverage (as described below) for up to the shorter of 18 months or the period of your service under USERRA).

When you return from leave, you will be reinstated to your same or an equivalent position for which you are qualified, as long as your service did not exceed 5 years and you notify ABX Air, Inc. within a reasonable timeframe upon completion of your leave. A “reasonable” timeframe is dependent on your length of service:

- Less than 31 days: by the beginning of the first regularly scheduled work period after the end of the duty, plus travel time and an 8 hour rest period
- 31 to 180 days: Application for reemployment must be submitted within 14 days after completion of duty.
- 181 days up to 5 years: Application for reemployment must be submitted no later than 90 days after completion of military duty.
- Service connected injury or illness: Reporting deadlines are extended for up to 2 years.

Applying for Uniformed Services Leave

If you are considering an uniformed service leave, you should contact your manager or the Benefits department in Human Resources.

Effect of Uniformed Services Leave on Your Benefits

Medical, Dental, and Vision Plans

- If your uniformed services leave is less than 31 days, your medical, dental and vision coverage continues during the leave. You must continue to pay your share of the premium to maintain coverage for you and your dependents.
- If your uniformed services leave is 31 days or more, your medical, dental and vision coverage remains in effect until the end of the month in which you last worked. You may enroll in the health care COBRA continuation coverage program at your expense.

When you return to work, ABX Air, Inc. will reinstate any medical, dental and vision coverage which you had under this Plan before you went on uniformed services leave. Your coverage will be effective the day you return to work if you return directly from a qualified uniformed services leave.

If you return to work following a qualified uniformed services leave, you may change your coverage election as described in the “Family/Work Status Changes” section of each of these plans.

Life Insurance, AD&D Insurance, Short Term Disability, and Long Term Disability Plans

During an uniformed service leave of absence:

- Your Life Insurance coverage remains in effect until the end of the month in which you last worked. You may be eligible to convert all or part of your Life Insurance coverage to an individual life insurance policy. See “Conversion Privilege” in the Life Insurance section for details.
- Your AD&D Insurance coverage remains in effect until the end of the month in which you last worked.
- Your Short Term Disability coverage ends on the day you begin an uniformed services leave.
- Your Long Term Disability coverage ends on the day you begin an uniformed services leave.

When you return to work, any Life, AD&D, Short Term Disability and Long Term Disability Insurance coverage you had under these Plans before you went on uniformed services leave will be reinstated. Your coverage will be effective the day you return to work if you return directly from a qualified uniformed services leave.

Business Travel Accident Insurance Plan

When you return to work, any Business Travel Accident Insurance coverage you had under this Plan before you went on uniformed services leave will be reinstated.

Group Universal Life Insurance

You must continue to pay the premium to maintain coverage during your leave. Marsh@WorkSolutions (formerly Seabury & Smith) will send a quarterly billing to your home address.

If you elect not to continue coverage during your leave, upon your return the amounts of Group Universal Life Insurance, which you had under this Plan for yourself and your dependents immediately prior to your leave, will be reinstated. You will not be required to provide additional evidence of good health to reinstate your prior amounts of coverage.

If you have a balance in your cash accumulation account when you choose not to continue coverage, it must be used to obtain paid-up insurance or distributed to you as cash. If the cash accumulation value is distributed to you as cash, it will be subject to tax to the extent it exceeds your investment in the contract.

Voluntary Accident Insurance

During an uniformed services leave of absence your Voluntary Accident Insurance coverage remains in effect until the end of the month in which you last worked.

When you return to work, any Voluntary Accident Insurance which you had under this Plan for yourself and your dependents before you went on uniformed services leave will be reinstated.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS

The Company provides medical, dental and vision coverage to employees' dependent children as long as they meet the eligibility requirements of the plans. In accordance with federal law, the Company also provides medical, dental and vision coverage to certain dependent children (called alternate recipients) if the Company is directed to do so by a Qualified Medical Child Support Order (QMCSO).

Under this law, courts or authorized state agencies may require an employee, in certain events such as a divorce, to provide medical, dental and vision coverage to a child who might not otherwise be covered. In addition to requiring the employee to provide coverage for the child, the law authorizes the Company to take the applicable payroll deduction.

A QMCSO is a "medical child support order" that is "qualified" under the ERISA requirements.

A medical child support order:

- Is any decree, judgment, or order (including approval of settlement agreement) from a state court of competent jurisdiction or a state agency with jurisdiction over the child's support
- Recognizes the child as an alternate recipient for plan benefits
- Provides, based on a state domestic relations law (including a community property law), for the child's support or health plan coverage
- Specifically refers to the plan which will provide coverage.

A medical child support order is "qualified" if it specifies:

- The employee's name and last known address
 - Each alternate recipient's name and address
 - A reasonable description of the type of coverage the alternate recipient is entitled to or the manner in which the type of coverage is to be determined
 - The coverage effective date
 - How long the child is entitled to coverage
 - Each plan subject to the order.
- When the Company receives a medical child support order, it will promptly notify both the employee and the alternate recipient that the order has been received and what procedures the Plan will use to determine if the order is qualified. Then the Company will decide, based on the Plan's written procedures and within a reasonable period, whether the order is qualified. Once the decision is made, the Company will notify the employee and alternate recipient by mail.
 - If the medical child support order is a QMCSO, the Company will notify the employee and each alternate recipient specified in the QMCSO of the Plan's procedures, and allow the alternate recipient an opportunity to designate a representative to receive copies of any notices due under the QMCSO.

- Coverage for the alternate recipient will commence on the date specified in the QMCSO. This is not necessarily the first day of a calendar month.
 - The employee is allowed to make a new health care coverage election if necessary to accommodate a QMCSO.
 - If a dependent contribution is required, specific authorization from the employee is not required for the payroll deduction to be established. Any applicable payroll deduction will be taken retroactively on an after-tax basis to the alternate recipient's effective date. Subsequent deductions will be taken on a pre-tax basis.
 - The Plan pays the provider if the claim is assigned. Otherwise, the Plan pays the employee.
- If the medical child support order is not a QMCSO, the Company will notify the participant and each alternate recipient within a reasonable period of the specific reasons that the medical child support order does not qualify as a QMCSO and the procedures for submitting a corrected medical child support order.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Certificate of Coverage

In compliance with the Health Insurance Portability and Accountability Act (HIPAA), if you and/or a covered family member lose coverage under an Airborne Express sponsored health plan option you will be sent, within a reasonable period of time, a "Certificate of Coverage".

This is an important document and you should keep it in a safe place. The Certificate of Coverage will be important proof of coverage under one plan that you may need to reduce any subsequent plan's pre-existing condition limitation period which might otherwise apply to you and/or your family.

Privacy Notice

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes numerous requirements on employer health plans concerning the use and disclosure of individual health information. This information, known as protected health information (PHI), includes virtually all individually identifiable health information held by the Plan — whether received in writing, in an electronic medium, or as an oral communication. This notice describes the privacy practices of the following plan: ABX Air, Inc. Cafeteria Plan #501 which includes the following HIPAA covered self-insured benefits: medical, dental and vision. The plan covered by this notice may share health information with each other to carry out Treatment, Payment, or Health Care Operations (TPO). These plans are collectively referred to as the Plan in this notice, unless specified otherwise. References to ABX Air, Inc. as Plan Sponsor includes the following participating employers: ABX Air Inc., Airborne FTZ, Inc.

The Plan's duties with respect to health information about you

The Plan is required by law to maintain the privacy of your health information and to provide you with this notice of the Plan's legal duties and privacy practices with respect to your health information. If you participate in an insured plan option, you will receive a notice directly from the Insurer. It is important to note that these rules apply to the Plan, not ABX Air, Inc. as an employer — that is the way the HIPAA rules work. Different policies may apply to other ABX Air, Inc. programs or to data unrelated to the health plan.

How the Plan may use or disclosure your health information

The privacy rules generally allow the use and disclosure of your health information without your permission (known as an authorization) for purposes of health care Treatment, Payment activities, and Health Care Operations. Here are some examples of what that might entail:

- Treatment includes providing, coordinating, or managing health care by one (1) or more health care providers or doctors. Treatment can also include coordination or management of care between a provider and a third party, and consultation and referrals between providers. For example, the Plan may share health information about you with physicians who are treating you.

- Payment includes activities by this Plan, other plans, or providers to obtain premiums, make coverage determinations and provide reimbursement for health care. This can include eligibility determinations, reviewing services for medical necessity or appropriateness, utilization management activities, claims management, and billing; as well as “behind the scenes” plan functions such as risk adjustment, collection, or reinsurance. For example, the Plan may share information about your coverage or the expenses you have incurred with another health plan in order to coordinate payment of benefits.
- Health care operations include activities by this Plan (and in limited circumstances other plans or providers) such as wellness and risk assessment programs, quality assessment and improvement activities, customer service, and internal grievance resolution. Health care operations also include vendor evaluations, credentialing, training, accreditation activities, underwriting, premium rating, arranging for medical review and audit activities, and business planning and development. For example, the Plan may use information about your claims to review the effectiveness of wellness programs.

The amount of health information used or disclosed will be limited to the “Minimum Necessary” for these purposes, as defined under the HIPAA rules. The Plan may also contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

How the Plan may share your health information with ABX Air, Inc.

The Plan, or its health insurer or HMO, may disclose your health information without your written authorization to ABX Air, Inc. for plan administration purposes. ABX Air, Inc. may need your health information to administer benefits under the Plan. ABX Air, Inc. agrees not to use or disclose your health information other than as permitted or required by the Plan documents and by law. Human Resources, Labor Relations, and Finance staff are the only ABX Air, Inc. employees who will have access to your health information for plan administration functions. Here is how additional information may be shared between the Plan and ABX Air, Inc. as allowed under the HIPAA rules:

- The Plan, or its Insurer or HMO, may disclose “summary health information” to ABX Air, Inc. if requested, for purposes of obtaining premium bids to provide coverage under the Plan, or for modifying, amending, or terminating the Plan. Summary health information is information that summarizes participants’ claims information, but from which names and other identifying information have been removed.
- The Plan, or its Insurer or HMO, may disclose to ABX Air, Inc. information on whether an individual is participating in the Plan, or has enrolled or disenrolled in an insurance option or HMO offered by the Plan.

In addition, you should know that ABX Air, Inc. cannot and will not use health information obtained from the Plan for any employment-related actions. However, health information collected by ABX Air, Inc. from other sources, for example under the Family and Medical Leave Act, Americans with Disabilities Act, or workers’ compensation is not protected under HIPAA (although this type of information may be protected under other federal or state laws).

Other allowable uses or disclosures of your health information

In certain cases, your health information can be disclosed without authorization to a family member, close friend, or other person you identify who is involved in your care or payment for your care. Information describing your location, general condition, or death may be provided to a similar person (or to a public or private entity authorized to assist in disaster relief efforts). You will generally be given the chance to agree or object to these disclosures (although exceptions may be made, for example if you are not present or if you are incapacitated). In addition, your health information may be disclosed without authorization to your legal representative. The Plan also is allowed to use or disclose your health information without your written authorization for the following activities:

| | |
|---|--|
| Workers' compensation | Disclosures to workers' compensation or similar legal programs that provide benefits for work-related injuries or illness without regard to fault, as authorized by and necessary to comply with such laws |
| Decedents | Disclosures to a coroner or medical examiner to identify the deceased or determine cause of death; and to funeral directors to carry out their duties |
| Necessary to prevent serious threat to health or safety | Disclosures made in the good-faith belief that releasing your health information is necessary to prevent or lessen a serious and imminent threat to public or personal health or safety, if made to someone reasonably able to prevent or lessen the threat (including disclosures to the target of the threat); includes disclosures to assist law enforcement officials in identifying or apprehending an individual because the individual has made a statement admitting participation in a violent crime that the Plan reasonably believes may have caused serious physical harm to a victim, or where it appears the individual has escaped from prison or from lawful custody |
| Public health activities | Disclosures authorized by law to persons who may be at risk of contracting or spreading a disease or condition; disclosures to public health authorities to prevent or control disease or report child abuse or neglect; and disclosures to the Food and Drug Administration to collect or report adverse events or product defects |
| Victims of abuse, neglect, or domestic violence | Disclosures to government authorities, including social services or protected services agencies authorized by law to receive reports of abuse, neglect, or domestic violence, as required by law or if you agree or the Plan believes that disclosure is necessary to prevent serious harm to you or potential victims (you'll be notified of the Plan's disclosure if informing you won't put you at further risk) |
| Judicial and administrative proceedings | Disclosures in response to a court or administrative order, subpoena, discovery request, or other lawful process (the Plan may be required to notify you of the request, or receive satisfactory assurance from the party seeking your health information that efforts were made to notify you or to obtain a qualified protective order concerning the information) |
| Law enforcement purposes | Disclosures to law enforcement officials required by law or pursuant to legal process, or to identify a suspect, fugitive, witness, or missing person; disclosures about a crime victim if you agree or if disclosure is necessary for immediate law enforcement activity; disclosure about a death that may have resulted from criminal conduct; and disclosure to provide evidence of criminal conduct on the Plan's premises |
| Organ, eye, or tissue donation | Disclosures to organ procurement organizations or other entities to facilitate organ, eye, or tissue donation and transplantation after death |
| Research purposes | Disclosures subject to approval by institutional or private privacy review boards, and subject to certain assurances and representations by researchers regarding necessity of using your health information and treatment of the information during a research project |
| Health oversight activities | Disclosures to health agencies for activities authorized by law (audits, inspections, investigations, or licensing actions) for oversight of the health care system, government benefits programs for which health information is relevant to beneficiary eligibility, and compliance with regulatory programs or civil rights laws |
| Specialized government functions | Disclosures about individuals who are Armed Forces personnel or foreign military personnel under appropriate military command; disclosures to authorized federal officials for national security or intelligence activities; and disclosures to correctional facilities or custodial law enforcement officials about inmates |
| HHS investigations | Disclosures of your health information to the Department of Health and Human Services (HHS) to investigate or determine the Plan's compliance with the HIPAA privacy rule |

Except as described in this notice, other uses and disclosures will be made only with your written authorization. You may revoke your authorization as allowed under the HIPAA rules. However, you cannot revoke your authorization if the Plan has taken action relying on it. In other words, you cannot revoke your authorization with respect to disclosures the Plan has already made.

Your individual rights

You have the following rights with respect to your health information the Plan maintains. These rights are subject to certain limitations, as discussed below. This section of the notice describes how you may exercise each individual right. See the table at the end of this notice for information on how to submit requests.

Right to request restrictions on certain uses and disclosures of your health information and the Plan's right to refuse

You have the right to ask the Plan to restrict the use and disclosure of your health information for Treatment, Payment, or Health Care Operations, except for uses or disclosures required by law. You have the right to ask the Plan to restrict the use and disclosure of your health information to family members, close friends, or other persons you identify as being involved in your care or payment for your care. You also have the right to ask the Plan to restrict use and disclosure of health information to notify those persons of your location, general condition, or death — or to coordinate those efforts with entities assisting in disaster relief efforts. If you want to exercise this right, your request to the Plan must be in writing.

The Plan is not required to agree to a requested restriction. And if the Plan does agree, a restriction may later be terminated by your written request, by agreement between you and the Plan (including an oral agreement), or unilaterally by the Plan for health information created or received after you're notified that the Plan has removed the restrictions. The Plan may also disclose health information about you if you need emergency treatment, even if the Plan has agreed to a restriction.

Right to receive confidential communications of your health information

If you think that disclosure of your health information by the usual means could endanger you in some way, the Plan will accommodate reasonable requests to receive communications of health information from the Plan by alternative means or at alternative locations. If you want to exercise this right, your request to the Plan must be in writing, and you must include a statement that disclosure of all or part of the information could endanger you.

Right to inspect and copy your health information

With certain exceptions, you have the right to inspect or obtain a copy of your health information in a "Designated Record Set." This may include medical and billing records maintained for a health care provider; enrollment, payment, claims adjudication, and case or medical management record systems maintained by a plan; or a group of records the Plan uses to make decisions about individuals. However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings. In addition, the Plan may deny your right to access, although in certain circumstances you may request a review of the denial. If you want to exercise this right, your request to the Plan must be in writing.. Within 30 days of receipt of your request (60 days if the health information is not accessible onsite), the Plan will provide you with:

- The access or copies you requested; or
- A written denial that explains why your request was denied and any rights you may have to have the denial reviewed or file a complaint; or
- A written statement that the time period for reviewing your request will be extended for up to 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information. The Plan also may charge reasonable fees for copies or postage. If the Plan does not maintain the health information but knows where it is maintained, you will be informed of where to direct your request.

Right to amend your health information that is inaccurate or incomplete

With certain exceptions, you have a right to request that the Plan amend your health information in a Designated Record Set. The Plan may deny your request for a number of reasons. For example, your request may be denied if the health information is accurate and complete, was not created by the Plan (unless the person or entity that created the information is no longer available), is not part of the Designated Record Set, or is not available for inspection (e.g., psychotherapy notes or information compiled for civil, criminal, or administrative proceedings). If you want to exercise this right, your request to the Plan must be in writing, and you must include a statement to support the requested amendment. Within 60 days of receipt of your request, the Plan will:

- Make the amendment as requested; or
- Provide a written denial that explains why your request was denied and any rights you may have to disagree or file a complaint; or
- Provide a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

Right to receive an accounting of disclosures of your health information

You have the right to a list of certain disclosures the Plan has made of your health information. This is often referred to as an “accounting of disclosures.” You generally may receive an accounting of disclosures if the disclosure is required by law, in connection with public health activities, or in similar situations listed in the table earlier in this notice, unless otherwise indicated below. You may receive information on disclosures of your health information going back for six (6) years from the date of your request, but not earlier than April 14, 2003 (the general date that the HIPAA privacy rules are effective). You do not have a right to receive an accounting of any disclosures made:

- For Treatment, Payment, or Health Care Operations;
- To you about your own health information;
- Incidental to other permitted or required disclosures;
- Where authorization was provided;

- To family members or friends involved in your care (where disclosure is permitted without authorization);
- For national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstances; or
- As part of a “limited data set” (health information that excludes certain identifying information).

In addition, your right to an accounting of disclosures to a health oversight agency or law enforcement official may be suspended at the request of the agency or official.

If you want to exercise this right, your request to the Plan must be in writing. Within 60 days of the request, the Plan will provide you with the list of disclosures or a written statement that the time period for providing this list will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request. You may make one (1) request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You will be notified of the fee in advance and have the opportunity to change or revoke your request.

Right to obtain a paper copy of this notice from the Plan upon request

You have the right to obtain a paper copy of this Privacy Notice upon request. Even individuals who agreed to receive this notice electronically may request a paper copy at any time.

Changes to the information in this notice

The Plan must abide by the terms of the Privacy Notice currently in effect. This notice takes effect on September 1, 2003, which is the effective date of the ABX Air Cafeteria Plan. However, the Plan reserves the right to change the terms of its privacy policies as described in this notice at any time, and to make new provisions effective for all health information that the Plan maintains. This includes health information that was previously created or received, not just health information created or received after the policy is changed. If changes are made to the Plan’s privacy policies described in this notice, you will be provided with a revised Privacy Notice. Revisions will be provided to Plan participants in conjunction with periodic benefits updates that are sent to either the work location or home address.

Complaints

If you believe your privacy rights have been violated, you may complain to the Plan and to the Secretary of Health and Human Services. You will not be retaliated against for filing a complaint. To file a complaint, you may contact the HIPAA privacy unit of the medical, dental or vision plan provider or you may contact the HIPAA complaint manager in your Benefits Department.

Contacts

For more information on the Plan's privacy policies or your rights under HIPAA, contact the Benefits Department at (937) 382-5591, ABX Air, Inc., 145 Hunter Drive, Wilmington, OH 45177.

The following is a list of key offices you may need to contact to exercise your rights under the HIPAA privacy rule for different benefit plans sponsored by ABX Air, Inc.:

| | | |
|-----------------------------------|--|--|
| Medical Plan – United Health Care | United Healthcare Customer Service-Privacy Unit PO Box 740815 Atlanta, GA 30374-0815 | Phone: 1-888-350-5607 ABX Air, Inc. Group #703940 |
| Dental Plan – MetLife Dental | MetLife Attn: HIPAA Privacy Unit P.O. Box 981282 El Paso, TX 79998 | Phone: 1-800-942-0854 ABX Air, Inc. Group #302073-G |
| Vision Plan – Cole Managed Vision | Cole Managed Vision Attn: HIPAA privacy Unit 1975 Enterprise Parkway Twinsburg, OH 44087-8075 | Phone: 1-800-334-7591 ABX Air, Inc. Group #40840 |
| ABX Air, Inc. | ABX Air, Inc. Benefits Dept/HIPAA 145 Hunter Drive Wilmington OH 45177 | (937) 382-5591 ext. 2567 abx.benefits@abxair.com |

RETIREMENT PLANS

Overview

The Company is committed to helping you meet your retirement income needs. Therefore, ABX Air, Inc. has a comprehensive retirement program that consists of the following Plans:

The Retirement Income Plan (formerly the “Minimum Monthly Retirement Income Plan”)

A Defined Contribution Account in the CAP 401K

The Capital Accumulation Plan (CAP/401k)

Social Security

Additionally, certain employees hired prior to 1/1/2000 may have an account balance under the ABX Air, Inc. Profit Sharing Plan. Starting with the year 2000, Company contributions to the Profit Sharing Plan ceased. Company contributions were redirected to significantly increase the Retirement Income Plan benefit formula for all eligible employees.

All of these Plans are designed to help provide for your long-term financial security at retirement. The Retirement Income Plan and the Defined Contribution Plan are completely funded by the Company. The CAP/401k and Social Security are jointly paid by the Company and you. The following summary highlights the nature of each Plan.

The **Defined Contribution Retirement Account** is:

The core pension plan that provides a solid foundation for retirement for those hired after September 1, 2005. The purpose of this plan is to assure that career ABX Air, Inc. employees will be able to retire at normal retirement age 65.

- This plan is fully paid for by the Company and requires no contributions from you.

The **Retirement Income Plan** is:

The core pension plan that provides a solid foundation for retirement for those hired before September 1, 2005 and designated employees previously employed by DHL at the CVG Hub hired on or after September 1, 2005 and on or before November 30, 2005. The purpose of this plan is to assure that career ABX Air, Inc. employees will be able to retire at normal retirement age 65.

- This plan is fully paid for by the Company and requires no contributions from you.

The **Capital Accumulation Plan** is a voluntary 401(k) Plan that allows you to:

- Supplement and strengthen the benefits provided under the Retirement Income Plan.
- Save part of your current income for retirement in a tax-deferred investment account.
- Rollover money from another qualified plan.
- Qualify for Company matching contributions.

The Social Security Program:

Provides a base level of benefits for all employees.

Is paid for equally by you and the Company through Social Security (FICA) payroll taxes.

Qualified Plans

This is a brief description of the Company sponsored Retirement Plans and how each plan operates. This information is a summary only. Due to the complexity of laws and regulations underlying programs such as these, the official Plan document of each Plan is the controlling document and must govern in all cases.

All qualified retirement Plans are strictly governed by federal law that specifies certain minimum requirements affecting how the Plans are set up and operated, including the rights of participating employees (see Statement of ERISA Rights section of this book).

Retirement Income Plan

Overview

The Retirement Income Plan is provided by the Company at no cost to ABX Air, Inc. employees. The Retirement Income Plan will give you a base retirement benefit. This Plan is the foundation to your retirement program and can play a major role in providing financial security for you and your family.

Eligibility

You are eligible to participate in the Retirement Income Plan if:

You were hired before September 1, 2005 except designated employees from DHL covered by the Retirement Income Plan

You have completed one year of service with any eligible ABX Air, Inc. Company

You are a regularly scheduled full-time or part-time employee

You are not covered by a union-negotiated agreement unless that agreement specifically requires participation in this plan

You are not employed as a special project worker

A year of service as used throughout this section, means completing 1,000 hours of service during the 12-month period beginning on your date of hire (if you do not complete 1,000 hours of service during this first 12-month period, your hours are determined on a calendar year basis in each subsequent year). Salaried employees are credited with 190 hours for each month during which they complete at least one hour of service.

Enrollment

You are automatically enrolled in the Plan on the first day following the date you complete all eligibility requirements. No enrollment forms are necessary.

Cost

The Company makes all contributions to this plan. The amount that the Company contributes to the Plan is the amount that is actuarially determined to be necessary to fund the future guaranteed benefits. You are not required nor permitted to make contributions to the Plan.

Retirement Income Plan – Features

Retirement Income Plan Benefit Formula

The amount of your Retirement Income Plan benefit is based on your final average earnings and years of service with the Company at the time you leave employment with the Company. When a Participant retires at age 65 (the Plan's "normal retirement age"), the amount of Retirement Income Plan benefit is calculated under the following formula:

| | |
|--|--|
| Retirement Income Plan Benefit Formula | |
| 2% of Final Average Earnings x Years of Service up to 25 | |
| plus | |
| .5% of Final Average Earnings for each Year of Service beyond 25 | |

"Final Average Earnings" is the sum of the 5 highest consecutive calendar years of your annual compensation during your last ten years of employment divided by 60 (monthly amount).

For example, assume J.D. retires at age 65 after 25 years of service with the Company. J.D.'s Final Average Earnings are calculated to be \$2,500 per month.

| Example: | |
|--|----------------|
| 2% x \$2,500 = | \$ 50 |
| x Service (max. 25) | <u>x 25</u> |
| Retirement Income Plan benefit based upon retirement at 65 / payments starting at 65 | = \$ 1,250/mo. |

If You Leave ABX Air, Inc. Prior to Normal Retirement Age 65

At any point in time, the amount of age 65 retirement income you have earned is determined by applying the same benefit formula using your current pay and credited service information.

For example, assume Morgan was hired at age 30 and is now thinking of leaving the company at age 45 with a Final Average Earnings level of \$3,000 per month. The following shows how much of a retirement income benefit **starting at 65** he has earned:

| Example: | |
|---|--------------|
| 2% x \$3,000 = | \$ 60 |
| Service at termination (max. 25) | <u>x 15</u> |
| Retirement Income Plan benefit based upon separation from Company at 45 / payments starting at 65 | = \$ 900/mo. |

Starting Benefit Payments Before Normal Retirement Age

You may retire as early as age 55 if you have 10 years of service with the Company. If you leave the Company prior to normal retirement age 65 and prefer to begin payment of your benefits immediately, you will receive the same level of benefit discussed above, with an adjustment to reflect the longer payout period. See "Early Retirement" under the "Retirement Income Plan-Payment of Benefits" section for more details.

Vesting

The term “vesting” or “vested” means your percentage of ownership in an employer provided retirement benefit. If you are not 100% vested, you will not receive the value of your benefits.

You become 100% vested in your Retirement Income Plan benefit after you complete 5 years of service. You are credited with one year of service for vesting purposes for each year of employment during which you complete at least 1,000 hours of service.

If you terminate employment due to attainment of age 65 (or more) your account automatically becomes 100% vested regardless of your years of service.

Prior Service with any ABX Air, Inc. Company

In general all service with ABX Air, Inc. Companies will be credited, but special offsets for any prior Profit Sharing distributions (see below) or other retirement benefits may apply.

Profit Sharing Affects Retirement Income Plan benefit

Your overall retirement benefit level is determined by the Retirement Income Plan formula and is paid through a combination of the Profit Sharing Plan and the Retirement Income Plan. In general, Profit Sharing offsets the Retirement Income Plan benefit. Specifically, your Retirement Income Plan benefit level will be actuarially adjusted to reflect the value of any benefits provided by your Profit Sharing account at the time you separate from service.

| Example Employee with a Vested Profit Sharing Balance | |
|---|-------------------|
| Benefit determined by the Retirement Income Plan Benefit Formula at normal retirement age 65 | <u>\$1,250/mo</u> |
| 1) Amount to be paid from the Profit Sharing Plan (Your PS account balance converted to monthly amount) | - \$750/mo |
| 2) Amount remaining to be paid from the Retirement Income Plan | = \$500/mo. |

If your Profit Sharing account balance exceeds the benefit level produced by the Retirement Income Plan formula, you would receive your Profit Sharing account balance and no benefit would be payable from the Retirement Income Plan.

More information as to how the Profit Sharing balance offsets the Retirement Income Plan benefit can be found in prior years Employee Handbooks or you may contact your Retirement Benefit Representative in the Human Resources department.

Retirement Income Plan – Payment Of Benefits

When Benefits Can be Paid

Benefits from the Retirement Income Plan are paid after you leave employment with the Company under one of the following circumstances:

Normal Retirement: Your Normal Retirement Age is the attainment of age 65. Your retirement benefits will be paid no later than 60 days after the close of the calendar year in which you retire under the Plan’s normal retirement provisions.

Postponed Retirement: You can continue to work after you reach age 65 and defer retirement until later. Your retirement benefits will be paid to you when you actually retire. While you work, you will continue to be a Plan participant and your additional pay and service will be recognized under the Plan's benefit formula.

Early Retirement: You may retire as early as age 55 if you have 10 years of service with the Company. Since early retirement means you are likely to receive benefits for a longer period of time, your retirement annuity from the Plan will be adjusted to account for the extended payment period. Specifically, annuity amounts from the Plan will be adjusted downward at a rate of ½ % for each month (6% per year) that you elect to commence payment of your annuity prior to your normal retirement age. If you are considering early retirement, you may want to contact your Benefit Representative in Human Resources for further details.

Termination of Employment

- If you leave employment with the Company at any age prior to age 65 and you have less than 10 years service, annuity payments to which you may be entitled from the Retirement Income Plan will be paid at the normal retirement age of 65.
- If you leave employment with the Company prior to age 55 and you have 10 years service or more, annuity payments to which you may be entitled from the Retirement Income Plan can be paid at anytime after you reach the early retirement age of 55.
- Employees hired prior to 1/1/2000 may have a vested Profit Sharing account balance which can be paid prior to the above retirement dates. See the Profit Sharing Plan-Payment of Benefits section.

Payment Options

Benefits from the Retirement Income Plan are paid in one of the following forms:

If you are not married when your benefit payment commences, you will be paid a single life annuity. A single life annuity pays benefits for your lifetime, with no further benefits paid to any beneficiary after your death.

If you are married when your benefit payment commences, you will be paid a joint and survivor annuity. A joint and survivor annuity pays you a benefit for your lifetime and pays a pre-selected percent of your benefit to your spouse after your death for the lifetime of your spouse. You can elect an annuity form other than a 50% joint and survivor annuity provided you obtain written notarized consent from your spouse. Your spouse's consent must be in writing, must acknowledge the effect of your election and must be witnessed and notarized by a notary public. Options are: Single Life Annuity or 100%, 75% or 50% Joint and Survivor Annuity.

If the amount of your monthly benefit is less than \$250.00 at your date of commencement, you may elect to cash out your benefit in a single lump sum payment rather than receive annuity payments.

If you leave the Company Before You Are Fully Vested

If you leave the Company before you are 100% vested, your benefit in the Retirement Income Plan is forfeited.

Rehire

If you are rehired before you incur 5 consecutive one year breaks in service, your forfeited benefits may be reinstated (restored).

A one-year break in service is a calendar year during which you are credited with less than 501 hours. For determining a break in service, you may receive credit for hours not worked or for paid or unpaid absences such as: vacations, holidays, illness, jury duty, maternity leave, etc. Be sure to notify Employee Benefits in the Human Resources department if you are rehired by any eligible ABX Air, Inc. Company.

Death While Employed

If you die after becoming eligible for early retirement and before you actually retire and you are married, 50% of any benefit (calculated under the Plan's early retirement rules and in the form of a 50% joint and survivor annuity) will be paid to your spouse.

If you are married and die before becoming eligible for early retirement, Plan benefits are determined as if you terminated on the day of your death, but elected to retire on your earliest retirement age, then died the next day.

If you are not married or fully vested at the time of your death, no benefits will be paid from the Plan.

Disabled While Employed

If you become permanently disabled, your Retirement Income Plan benefits will be determined as if you left the Company for any other reason. Permanent disability will be established by Social Security certification.

Leaving the Company for Any Other Reason Prior to Retirement

If you terminate your employment at the Company or you are fired, you are eligible to receive the vested portion of your retirement benefits. If you are in a lay-off status, your vested retirement benefits cannot be paid out until you resign employment.

If you are eligible for Retirement Income Plan benefits, payment will be deferred until you reach normal retirement age 65. However, you may elect to take a reduced benefit prior to age 65, but no earlier than age 55 with at least 10 years service (See "Early Retirement" under "Retirement Income Plan-Payment of Benefits" section).

If the lump sum value of the Retirement Income Plan benefit is \$5,000 or less, your benefit will be cashed out after you leave employment with the Company.

Notify ABX Air, Inc. if You Move

If you leave ABX Air, Inc. prior to retirement and you have a retirement income benefit payable to you at normal retirement age, remember to update your address with the Benefits Department in Human Resources. This will enable ABX Air, Inc. to contact you about benefits that are due to you.

How to Request Payment of Your Benefits

You will receive a "Distribution Election for Retirement Income Plan" form after you leave the Company. Complete this form in full and return it to Employee Benefits in the Human Resources Department.

Annuity Payments Start Date

If you are entitled to a benefit, your first monthly payment from the Retirement Income Plan will begin within approximately 60 days of your elected date of commencement with all payments retroactive to the start date.

Your start date is the later of: the date you elect, the date you are first eligible for an annuity, or the first day of the month following your application processing date.

Profit Sharing Plan

Overview

Prior to 1/1/2000 certain employees may have been eligible to receive benefits under the Profit Sharing Plan. The following information is specific to those participants that still have an account balance under that Plan. For additional information, please refer to your employee benefits handbook from 1999 or prior years, or contact Employee Benefits in Human Resources.

Features

Your Account Balance

Your Profit Sharing Plan balance provides a portion of the benefit determined by the Retirement Income Plan.

Your Profit Sharing Plan account balance is credited quarterly with your share of the investment earnings gains/losses. Your account may also receive a proportionate share of funds that have been forfeited by participants who have left the Company before being fully vested (See Vesting section below).

Vesting

The term “vesting” or “vested” means your percentage of ownership in an employer provided retirement benefit. If you are not 100% vested when you leave the Company, you will not receive the value of your Profit Sharing Plan benefits.

You become 100% vested in your Profit Sharing account after you complete 5 years of service. You are credited with one year of service for vesting purposes for each year of employment during which you complete at least 1,000 hours of service. If you terminate employment due to attainment of age 65 (or more), disability or death, your account automatically becomes 100% vested regardless of your years of service.

If you leave the Company Before You Are Fully Vested

If you leave the Company before you are 100% vested in your Profit Sharing account, you forfeit your account. Profit Sharing forfeitures are redistributed to remaining Profit Sharing Plan participants.

Rehire

If you are rehired before you incur 5 consecutive one year breaks in service, your forfeited amounts may be reinstated (restored). A one-year break in service is a calendar year during which you are credited with less than 501 hours. For determining a break in service, you may receive credit for hours not worked or for paid or unpaid absences such as: vacations, holidays, illness, jury duty, maternity leave, etc. Be sure to notify Employee Benefits if you are rehired by any ABX Air, Inc. Company.

Investment of Your Account Balance

The Profit Sharing Plan consists of two investment funds for every participant. These are:

ABX Air, Inc. Stock Fund -- This fund is invested primarily in ABX Air, Inc., Inc. common stock.

General Fund -- This fund is invested in a diversified portfolio of investments, by professional investment managers, in accordance with guidelines set forth by the Company.

At the time of the production of this handbook, the ABX Air stock fund is limited to no more than 15 percent of the total plan balance. This split is determined by the Plan's Advisory Committee and may be changed at any time.

Profit Sharing - Special Retirement Fund Investment Option

The Company recognizes the different investment needs and concerns for those participants that are nearing retirement. Profit Sharing Plan participants nearing retirement are typically more concerned with short term investment strategies and preserving their account balance than with achieving a high rate of return. The Special Retirement Fund option was established to allow participants to incorporate this conservative investment strategy into their overall retirement planning.

At the time of the production of this handbook, the Special Retirement Fund is comprised of money market securities. Investments are managed by Bank of New York Western Trust Co. and are overseen by the Retirement Advisory Committee of ABX Air, Inc. The investment fund is determined by the Plan's Advisory Committee and may be changed at any time.

To be eligible to have your Profit Sharing account invested in this special option, you must:

Have completed 5 years of service with the Company and have attained age 55.

Declare your intent to retire within 18 months.

If you meet the eligibility criteria above and wish to elect this option, contact your Employee Benefits department to obtain the Special Retirement Fund Option Request Form. This form should then be completed and returned to your Benefits department.

Important: *Once your account balance is moved to the Special Retirement Fund you are unable to move it again.* This option is designed for employees who are planning to retire within the next 18 months. Therefore, this decision must be carefully evaluated prior to completing the form. If you do not retire within 18 months, the Advisory Committee may transfer your account balance out of the Special Retirement Fund.

Requests will be effective the first day of the quarter following receipt of the signed form by the Benefits Department in Human Resources. For example, if the form was received by Benefits on December 10, it will be effective January 1. As an alternative, you may request an effective date which is in the future. For example, you may complete and return the form to Benefits on December 10 and request an effective date of April 1. Retroactive effective dates cannot be elected.

A special earnings rate is applied to your account during the first quarter it is transferred to the Special Retirement Fund. Your account will earn interest at the short-term money market rate from the first day of the quarter until the date it is actually transferred to the Special Retirement Fund. As soon as the transfer is made, your account will be credited with actual earnings from the Special Retirement Fund.

Profit Sharing Plan — Payment Of Benefits

Payment Options

When you leave employment with the Company, you may elect to receive distribution of your Profit Sharing account balance in a lump sum or annuity.

Lump Sum

- A single cash payment equal to the fair market value of both your ABX Air, Inc. Stock Fund and General Fund, or
- If you have 7 or more years of vesting service, a stock certificate for all whole shares of ABX Air, Inc. Stock plus cash for the value of your General Fund, any uninvested cash in your Stock Account and for fractional shares of ABX Air, Inc. Stock in your Stock Fund.

Annuity

You may choose to have your Profit Sharing Plan balance paid to you under one of the annuity options described under the Retirement Income Plan. When you leave ABX Air, Inc. employment, take the opportunity to discuss the payment options with Employee Benefits in the Human Resources department before you make your selection.

Death While Employed

Your Profit Sharing account automatically becomes 100% vested if your death occurs while you are an ABX Air, Inc. employee. It will be paid to your surviving spouse or your designated beneficiary if you have no surviving spouse or if your spouse consented to a different beneficiary.

Disabled While Employed

If you become permanently disabled, your benefits will be determined as if you left the Company for any other reason (see next question) except, your Profit Sharing account automatically becomes 100% vested regardless of your years of service. Permanent disability will be established by Social Security certification.

Leaving the Company for Any Other Reason Prior to Retirement

If you leave employment with the Company or are fired, you are eligible to receive your Profit Sharing account balance if you are 100% vested. If you are in a lay-off status, your Profit Sharing account balance cannot be paid out until you resign employment.

Vested Profit Sharing account balances shall be paid under the same options available to retirees. Your vested account balance in the Profit Sharing Plan will be based on the market value of your account at the end of the quarter prior to termination.

Notify ABX Air, Inc. if You Move

If you leave ABX Air, Inc. prior to retirement and you have a Retirement Income Plan benefit payable to you at normal retirement age, remember to update your address with the Benefits Department in Human Resources. This will enable ABX Air, Inc. to contact you about benefits that are due to you.

How to Request Payment of Your Benefits

You will receive a "Distribution Election for Profit Sharing Plan" form after you leave the Company. Complete this form in full and return it to Employee Benefits in the Human Resources Department.

Timing of Your Distribution

Lump Sum Distributions

Your application processing date is the last day of the month following receipt of your application by the Benefits Department in Human Resources. Lump sum distributions are processed as soon as administratively possible. The normal processing time is 5 to 6 weeks after your application processing date.

Example: You return your completed application form to Human Resources by 2/20/99. Your processing date is 2/28/99 and your expected distribution date is 5-6 weeks later.

Please be aware that if the value of your Profit Sharing account is more than \$5,000, these funds cannot be distributed unless your distribution election forms are completed and returned.

The Company will automatically distribute Profit Sharing accounts that have a balance of \$5,000 or less if no distribution election form is received. Under \$5,000 distributions occur once a year, usually in the calendar year following the year of termination and participants who are effected will receive notification of the payout. Any cash distribution that is not rolled over to an IRA or employer's qualified plan will be subject to a 20% federal tax withholding.

Annuity Payments

If you choose to have your Profit Sharing Plan balance paid to you as an annuity, your monthly annuity payment will begin within 60 days of your elected date of commencement with all payments retroactive to the start date. Your start date is the later of: the date you elect, the date you are first eligible for an annuity, or the first day of the month following your application processing date.

Defined Contribution Retirement Account

Eligibility

You are eligible to participate in the Defined Contribution Retirement Account if:

You were hired after September 1, 2005, except designated employees from DHL covered by the Retirement Income Plan

You have completed one year of service with any eligible ABX Air, Inc. Company

You are a regularly scheduled full-time or part-time employee

You are not covered by a union-negotiated agreement unless that agreement specifically requires participation in this plan

You are not employed as a special project worker

A year of service as used throughout this section, means completing 1,000 hours of service during the 12-month period beginning on your date of hire (if you do not complete 1,000 hours of service during this first 12-month period, your hours are determined on a calendar year basis in each subsequent year). Salaried employees are credited with 190 hours for each month during which they complete at least one hour of service.

Enrollment

You are automatically enrolled in the Plan on the first day following the date you complete all eligibility requirements. No enrollment forms are necessary.

Cost

The Company makes all contributions to this account.

Defined Contribution 401(k) Plan Features

A 401(k) plan like ours creates individual accounts for you and each participant. Money goes into your account:

1. ABX Air contributes 5% of your pay each year whether or not you contribute to the Plan (you must be employed for a year and work at least 1,000 hours)

When You Start

You must have worked at least 1,000 hours for ABX Air and been eligible for the 401(k) Plan for one year before you are eligible for the 5% pay contribution.

For example, if Kelly starts working at ABX Air on October 1, 2005, Kelly would be eligible for the 5% contribution provided Kelly remains employed by ABX Air on December 31, 2006.

Company Contribution

After you've been employed for a year, ABX Air will contribute 5% of your pay to your 401(k) Plan account. "Pay" means your pensionable eligible earnings for the year, which includes MIP and STAR bonus money. You must be employed on December 31 of each year to receive the 5% of pay contribution.

You become vested – that is, gain ownership -- in the company's contribution over time. This means that if you leave employment before you are 100% vested, you will only be entitled to a portion of the company's contributions.

The vesting schedule for the company's contributions is shown below:

| Years of Service | % Ownership in Company Contributions |
|------------------|--------------------------------------|
| <5 | 0 |
| 5 or more | 100 |

Note: The vesting schedule for the matching funds including the incentive match is different. Please review the summary plan description for details.

Investing Contributions

When you enroll, you decide the funds in which your contributions and the company match will be deposited. Whether or not you enroll, the ABX Air 5% of pay contribution will be deposited into your account and automatically invested in a Fidelity Freedom Fund that corresponds to the date on which you would turn age 65.

The Fidelity Freedom Funds are "one-stop" investing because a professional manager divides the money in the fund among a variety of investments. The manager invests more conservatively as a retirement date approaches. You don't need to keep your company contribution in the Freedom Fund into which it is initially contributed. You can move the company contribution to another 401(k) Plan investment. See your Summary Plan Description for a complete list of your investment options. Capital Accumulation Plan – 401(k)

Capital Accumulation Plan – 401(k)

Overview

The Capital Accumulation Plan (CAP) is a voluntary 401(k) plan that supplements the Company-provided Retirement Income Plan. The CAP/401k offers you the opportunity to systematically save and invest your money to help you reach your retirement goals! This CAP/401k plan is designed to help you save for your life after work while at the same time offering significant tax advantages and a Company match to help your account grow. Some of the key advantages available to you through the CAP/401k include:

Save up to 20% of your pay as pre-tax dollars.

Receive the Company matching contribution of 35% on the first 6% of pay you save, plus an additional performance match from 1% to 25% based on Company financial performance.

Choose from 15 professionally managed investment funds.

Access to your CAP/401k account 24 hours a day by contacting Fidelity Investments at 1-800-835-5095 or via the internet at www.401k.com.

Eligibility

You are eligible for the CAP/401k if:

You have completed at least 60 days of service

You are employed as a regularly scheduled full-time or part-time employee on your 61st day of service

You are not covered by a union-negotiated agreement unless that agreement specifically requires participation in this plan

You are not employed as a special project worker

Enrollment

Automatic enrollment for new employees:

- If you are hired as a regularly scheduled non-union full-time or part-time employee, you are automatically enrolled at a 3% payroll deferral invested in the age appropriate Fidelity Freedom Fund. Your payroll deferral will start at the next eligible payroll cycle after you have completed 60 days of service.
- You can stop or change your deferral at anytime by contacting Fidelity Investments at 1-800-835-5095 or www.401k.com.

If you are Re-Hired (i.e. you have worked for ABX Air, Inc. previously and have been hired again), contact Fidelity at 1-800-835-5095 or www.401k.com to enroll in the CAP/401k. You will not be automatically enrolled.

If you change status to a CAP/401k eligible position (i.e. change from a temporary or bargaining unit position into a regularly scheduled non-union full-time or part-time position), contact Fidelity at 1-800-835-5095 or www.401k.com to enroll in the CAP/401k. You will not be automatically enrolled.

CAP/401k Plan — Features

Overview

The CAP/401k is a tax-deferred retirement Plan with Fidelity Investment Company. You may instruct Fidelity to defer money on your behalf directly to the Plan before federal income taxes are withheld. This means that you can reduce your current federal income taxes by participating in the CAP/401k. Further, ABX Air, Inc. will contribute matching dollars to your CAP/401k account. Also, you have the option to rollover qualified retirement funds from a former employer's plan or from a conduit IRA.

Your deferrals, rollovers and Company matching contributions are held in a trust account for you. While it is held in trust, your money is invested in one or more of the CAP/401k's investment funds based on your investment election.

Rollovers

IRS code section 401(a) governs the establishment of most qualified employer plans. Upon hire you may rollover money from another qualified 401(a) retirement plan or a conduit Individual Retirement Account (IRA) before you have completed 60 days of service or at a later date.

Money that qualifies as a "rollover" is money from another employer's qualified 401(a) retirement plan that you elect to "transfer" or rollover into this Plan. It may come directly from the former employer's plan or it may have gone into an Individual Retirement Account (IRA) first.

Be careful with rollovers from an IRA. To qualify, the IRA must contain only money from 401(a) qualified plans and earnings on that money. If you ever contributed any other money to the IRA, then it is "contaminated" and cannot be rolled over into this Plan or any other 401(a) plan.

Note: In-service withdrawals may be taken from your rollover account. Loans are not available from rollover funds.

For more details about rolling over eligible contributions into the CAP/401k, please contact Fidelity Investments at 1-800-835-5095.

Your CAP/401k Deferral Percentage

You may defer (contribute) from 1% to 20% of your pay into your CAP/401k account. For this Plan "pay" means your base salary plus overtime, commissions, and most bonuses. Your deferral is made on a pre-tax basis (See The Advantage of Tax-Deferred Savings section for details.) In some circumstances, the dollar amount you defer may be limited by the Internal Revenue Service. You will be notified if your savings amount must be restricted.

Age 50+ Catch-Up Deferral

You may be eligible to make an additional Catch-Up Deferral (contribution) if you are age 50 or older or you are expected to turn age 50 any time during the calendar year. You will qualify if you are making the maximum Plan contribution limit (20%) or the Internal Revenue Service (IRS) pre-tax contribution limit or the highly compensated employee limit. The Catch-Up contribution is a separate election from your normal deferral. The company match does not apply to the catch-up contribution. To make an age-50 election or get more details, contact Fidelity at 1-800-835-5095 or www.401k.com.

Deferral Changes

You can change your deferral percentage or your catch-up deferral percentage at anytime by contacting Fidelity Investments at 1-800-835-5095 or www.401k.com. Changes to your deferral percentage will take effect as soon as administratively possible, generally within one to two payroll cycles.

Company Matching Contributions

You need to make a deferral to the CAP/401k plan in order to receive the Company matching contribution. The Company match applies to your regular deferral; it does not apply to your age-50 catch-up contributions. There are two types of Company match:

Base Match - The base matching contribution is 35% up to 6% of pay that you defer. In other words, the Company will contribute 35 cents for every \$1.00 you defer up to 6% of your pay. Your CAP/401k account will be credited with the Company matching contribution at the same time your deferral is deposited to the Plan.

Performance Match - In addition to your Base Match of 35%, a Performance Match from 1% to 25% may be contributed to your CAP/401k account based on the Company's financial performance at year end. Beginning with fiscal year 2000, the Performance Match, if any, will be contributed to your account annually in the first quarter based on the previous year's financial performance and the level of your own contributions to the CAP/401k. Similar to the Base Match, the Performance Match will be applied to the first 6% of pay you defer. You must be actively employed in an eligible status at year-end to receive this match.

Investment Fund Choices

You can invest your CAP/401k account (the money you defer, rollovers and Company matching contributions) in any one or a combination of 15 professionally managed investment funds. If you are making deferrals but did not choose an investment fund, your deferrals will default to the age appropriate Fidelity Freedom Fund.

The value of your investments will be affected by changes in stock and bond market prices and interest rates. Each fund varies by expectation of investment return and risk. Generally, the higher the investment return, the higher the risk. When you make your investment decision, you should keep in mind your own investment philosophy and personal situation. ABX Air, Inc. strongly encourages you to view your CAP/401k retirement funds with a long-term investment philosophy and avoid the temptation of reacting to short term market shifts.

ERISA Section 404(c) Statement

The Company intends that CAP qualify as a "404(c) plan" within the meaning of the U.S. Department of Labor regulations under Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and the "safe harbor" provisions of those regulations. This also means that the Company intends that no CAP fiduciary will be liable for any loss that results from your exercise of control over the investment of your CAP Account.

Because you are ultimately responsible for your investment decisions, the Company's goal is to provide you with the ability to:

- Choose from at least the minimum number of diverse investment categories required under U.S. Department of Labor regulations under Section 404(c) of ERISA, each with materially different risk and return characteristics, at least one of which will provide for a high degree of safety and capital preservation.
- Make investment decisions regarding your account.
- Vote proxies.
- Receive or have access to the following information, as updated:
 - A description of the investment alternatives available under CAP, including a general description of the investment objectives, risk and return characteristics, and type and diversification of assets comprising each alternative,
 - A description of any transaction fees or expenses charged to your Account, and information on fund costs and fees that reduce your rate of return (expense ratios),

- Fund prospectuses, annual reports, and semiannual reports
- Investment education and advice through Fidelity's Portfolio Planner

Investment Fund Management

The investment funds are managed by Fidelity Investments and other professional investment managers. Founded in 1946, Fidelity Investments is one of the largest investment management organizations in the country. Fidelity manages more than \$978 billion for more than 58 million individual and institutional accounts.

To Obtain Investment fund Information

To obtain investment fund information or fund prospectuses for the CAP/401k, contact Fidelity Investments at 1-800-835-5095 or www.401k.com.

To Change Investment Funds

You can change the investment of your future deferrals or transfer existing balances among funds at anytime by contacting Fidelity Investments at 1-800-835-5095 or www.401k.com.

Vesting

The term "vesting" or "vested" means percentage of ownership of your CAP/401k account. The vested portion of your account belongs to you and cannot be forfeited even if you leave the Company. The value of your Employee Deferral and rollover account is always 100% vested. You gradually become vested in the Company Match Account through your years of service as follows:

| Completed Years of Service | Company Match Percent Vested |
|-------------------------------|---------------------------------|
| 1 | 20% |
| 2 | 40% |
| 3 | 60% |
| 4 | 80% |
| 5 | 100% |

If you become permanently disabled, attain age 65, or die while you are an employee of ABX Air, Inc., your Company matching contribution becomes 100% vested.

You are credited with a year of service on the anniversary of your date of hire.

The Advantage of Tax-Deferred Savings

As a tax-deferred 401(k) savings plan, the CAP/401k is a better way for you to save money for long term financial needs. The federal government* does not consider the money you defer into the CAP/401k as current income, so federal income taxes are deferred on your savings until withdrawn at retirement, when you'll likely be in a lower tax bracket.

Here is an example of tax deferral with CAP/401k:

| Example: Tax-Deferral With CAP | | |
|---|----------------------|-------------------------|
| | With CAP Plan | Without CAP Plan |
| Your annual salary | \$25,000 | \$25,000 |
| If you defer 6% of pay to the CAP Plan | - 1,500 | - 0 |
| Your taxable income is | \$23,500 | \$25,000 |
| x federal income tax rate of 15% | x 15% | x 15% |
| Your estimated federal taxes | \$ 3,525 | \$ 3,750 |
| TAXES DEFERRED: (3,750 - \$3,525) | \$ 225! | |

*Note: Some states allow local income taxes to be imposed on 401k contributions.

CAP/401k Plan – Payment of Benefits

When Benefits Can be Paid

The full value of your CAP/401k account can be paid to you when you leave ABX Air, Inc. under any of the following circumstances:

Retirement: If you retire from the Company at or after age 65, you will receive the full value of your CAP/401k account balance regardless of your years of service.

Death: If you die while an employee at ABX Air, Inc., your Company matching contribution account becomes 100% vested if not already fully vested. Your spouse or your beneficiary (if you have no spouse or your spouse properly consents to your designation) will receive the entire value of your accounts.

Disability: If your employment terminates because of permanent disability that prevents you from performing the regular duties of your job, the Company matching contribution account becomes 100% vested if not already fully vested. You will receive the full value of your account. Permanent disability will be established by Social Security certification.

Termination: If you leave the Company for any reason other than those stated above, you will receive the full value of your personal deferral account and the vested portion of your Company matching contribution account.

Payment Options

All CAP/401k funds will be distributed to you in a lump sum payment. You will have the option of having these funds paid to you or transferred directly to an IRA or qualified employer (rollover) plan to defer income taxation and avoid early withdrawal penalties.

How to Request Payment of Your Benefits

Contact Fidelity Investment at 1-800-835-5095 or www.401k.com to initiate a distribution of your CAP/401k account balance. Upon confirming your distribution election with Fidelity, allow a minimum of ten business days for receipt of your distribution check.

Before a distribution can be requested, Fidelity must receive your employment status change from the Company and any contributions and/or loan repayments from your final paycheck.

Note: The Company will automatically distribute CAP/401k accounts that have a balance of \$5,000 or less once a year if no distribution election is requested, usually in the calendar year following the year of termination. Any cash distribution that is not rolled over to an IRA or employer's qualified plan will be subject to a 20% federal tax withholding.

Notify ABX Air, Inc. if You Move

If you leave ABX Air, Inc. and do not immediately request a distribution of your account, remember to update your address with the Benefits Department in Human Resources. This will enable you to be contacted with information on your account.

Leaving the Company Before You Are Fully Vested

If you leave the Company before you are 100% vested in your Company matching contribution account, you forfeit the non-vested portion.

Rehire

If you are rehired before you incur five consecutive one-year breaks in service, your forfeited amounts may be reinstated (restored) if you repay the amount of the Company matching contribution account previously distributed to you (see Other Information on Your Retirement Plans - Participation upon Rehire section for further details).

Loans

- Loans may be taken from the Employee Deferral portion of your CAP/401k account (including earnings on your deferrals).
- Loans are not available from your rollover account, however you may make a withdrawal (see Withdrawals While Employed section below).
- The minimum loan amount is \$1,000 and the maximum is \$50,000. The total balance of the loan may not exceed 50% of your employee deferral account balance.
- You will be charged a loan set-up fee of \$35.00.
- The loan must be repaid within a maximum of 5 years.
- The interest rate on loans is established at January 1st each year at prime rate + 1%.
- The loan is repaid with after-tax dollars via automatic payroll deduction. Your loan payments including the interest go back into your CAP/401k account.
- You may have one loan outstanding at a time.

If a loan is not repaid when due, you or your beneficiaries are liable for the outstanding balance of the loan, including any accrued interest. If you terminate before the loan is repaid, your vested account balances will be reduced by the outstanding loan balance. Distributions to you or your beneficiaries can be made only after a loan is settled. In the event a loan goes into default, the outstanding balance of your loan will be treated as a taxable distribution.

You have the option to repay the balance of your loan early. Contact Fidelity Investments to ask for a payoff amount of your CAP/401k loan. A new loan cannot be requested until your loan payoff check has cleared the bank, and the Fidelity system has been updated to give you access to new loan information.

To obtain loan information or to apply for a loan, contact Fidelity Investments at 1-800-835-5095 or www.401k.com.

Withdrawals While Employed (In-Service Withdrawals)

Withdrawals from the Plan are generally permitted when you turn age 59 ½, terminate your employment, retire, become permanently disabled or experience severe financial hardship.

There are two circumstances under which you could receive a withdrawal from your CAP account while you are an ABX Air, Inc. employee: a Hardship Withdrawal or an Age 59½ Withdrawal. The IRS refers to these as “in-service withdrawals”.

Hardship Withdrawal – You can receive a hardship withdrawal from the CAP/401k to meet an immediate and severe financial hardship. A severe financial hardship is currently defined by the IRS regulations as:

- Purchase of, avoidance of foreclosure of, or avoidance of eviction from your principal place of residence
- Medical expenses which are not covered by your insurance
- Costs of higher education for you or your dependents

The amount requested may not exceed your Employee Deferral account (excluding earnings) and the maximum amount available can be no more than your deferral account balance. Amounts eligible for withdrawal do not include any earnings on your deferrals after December 31, 1988 or any employer matching contributions or earnings on those funds.

The amount of the hardship withdrawal is subject to 20% federal tax withholding. The amount withdrawn must be added to your taxable income for that year and may also be subject to a 10% federal tax penalty for early withdrawal. You will be issued a 1099-R form by Fidelity for year-end tax reporting. No more than one hardship withdrawal may be granted in a 12-month period. Your contributions will be suspended for a six-month period.

- **Age 59½ Withdrawal** – Upon reaching age 59½, you can withdraw the balance of your personal deferral CAP/401k account without demonstrating financial hardship. The amount you withdraw must be included in your taxable income for that year. Any amount paid directly to you and not rolled over to an IRA will be subject to 20% federal tax withholding.

Rollover Account – You may take an in-service withdrawal of up to 100% from your rollover account. No demonstration of financial hardship is required.

Contact Fidelity Investments at 1-800-835-5095 or www.401k.com to find out more details about the qualifications and provisions of a withdrawal from your CAP/401k account.

Impact of CAP/401k Deferrals on Other Company Benefits

Your CAP deferrals will not affect any other income-based benefits. CAP/401k deferrals will not reduce your pay that is considered for other Company benefits

Accessing Your CAP/401k Account

Access your CAP/401k account by contacting Fidelity at 1-800-835-5095. Fidelity Representatives are available to answer questions about the Plan or any of the investment options offered from 8:30 am to 8:00 p.m. in your local time zone. Or you can use Fidelity's automated telephone system, virtually 24 hours a day, seven days a week.

You can also access your CAP/401k account as well as find many helpful planning tools by accessing the Fidelity NetBenefits website at www.401k.com.

In order to access your CAP/401k account information you will need to establish a Personal Identification Number (PIN).

Other Information On Your Retirement Plans

Taxation Of Benefits

All of your retirement benefits become subject to income tax only when you take money out of the Plans. How they are taxed depends on when and why you take money out of the Plans. Money withdrawn from the Plans must be added to your taxable income for that year and may also be subject to a 10% federal tax penalty for early withdrawal if you are under age 59½ unless the payment is in the form of an annuity. You can rollover your money into another employer's qualified retirement Plan or an Individual Retirement Account (IRA) to continue deferring taxes. Money taken out after age 59½ adds to your taxable income but does not incur any early withdrawal penalties.

If you do not directly transfer your benefit amounts to an IRA or another employer's qualified Plan, you will usually be subject to 20% withholding at the time of distribution.

When your accounts are distributed, taxes will have to be paid according to the appropriate tax laws in effect. There may be some special tax treatment that applies. You should consult with your tax advisor or accountant for specifics.

Participation Upon Rehire

If you leave the Company for any reason and are later rehired, your eligibility to rejoin each Plan will depend upon your status when you terminate employment as well as how long you were gone.

In general, your participation commences on your rehire date. Any previously forfeited benefits may be restored if you pay back any distributions you received within 5 years.

Top-Heavy Minimums

The Internal Revenue Code imposes top-heavy rules to ensure the Plans do not primarily benefit only the key employees (officers, significant owners, etc.). Certain tests are performed annually to determine whether the top-heavy rules should apply.

None of these Plans have ever been deemed a top-heavy Plan. However, if any Plan fails these tests in any year, minimum deferral and minimum vesting requirements will be applied.

Required Distributions

If you are a participant in any of these retirement Plans upon attainment of age 70½ and are not still employed by the Company, the law requires that you begin receiving payments from each Plan.

If you are a participant in any of these retirement Plans upon attainment of age 70½ and are still employed by the Company, the law allows you to waive distribution until actual retirement from each Plan.

Limitations On Benefits

The law imposes certain restrictions or limitations on the amount that can be contributed to or paid by a qualified retirement plan on behalf of an individual. These limits are quite complex and may offset each Plan individually and in the aggregate.

Types of limits which may apply to you include:

A dollar or percentage maximum on all additions to your CAP/401k account

A maximum annual benefit amount from the Retirement Income Plan

The amount of compensation which can be considered for benefit purposes

Discrimination testing

If you are affected by these limits, your deferrals and/or Plan benefits may be reduced. You will be notified if you are affected by these limits.

Naming Your Beneficiary

A beneficiary(s) should be named when you enroll in the retirement programs and can be changed whenever necessary by contacting Employee Benefits in the Human Resources department. If you are married, you cannot name a person other than your spouse as your primary beneficiary unless your spouse consents to the designation and the consent is notarized. To obtain a beneficiary form, contact Employee Benefits in the Human Resources department.

How To File A Claim

To file for benefits, write a letter of request to:

Retirement Advisory Committee Secretary
c/o ABX Air, Inc. Benefits Dept.
145 Hunter Drive
Wilmington, Ohio 45177

The Retirement Advisory Committee will respond to your letter within 60 days.

How To Appeal A Claim

If any part of your claim is denied, you will be given the reason and an explanation with the Committee's response. You may request a review of your claim within 90 days after receiving notice of denial. You will be given a full and fair review within the next 60 days, unless special circumstances require further time. The Committee will notify you in writing of its final decision and the reasons for it.

Protection Of Your Benefits

Your Retirement Income Plan benefit is insured up to certain limits by an agency of the federal government. Benefits under the Retirement Income Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Each year the Company pays premiums to the PBGC. Generally, the PBGC guarantees most vested normal retirement age benefits, early retirement benefits, and certain survivor's pensions. However, the PBGC does not guarantee all types of benefits under covered Plans, and the amount of benefit protection is subject to certain limitations.

For more information on PBGC insurance protection and its limitations, ask the Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to: PBGC, Communications and Public Affairs Department, 1200 K Street N.W., Suite 240 Washington, D.C. 20006-4026. The PBGC Office of Communications may also be reached by calling (202) 326-4040 or via the internet at www.pbgc.gov.

The Pension Benefit Guaranty Corporation does not insure the Profit Sharing Plan or CAP/401k, but if the Company were to terminate these Plans, your accounts would be fully vested.

Assignment Of Benefits

Benefits provided under these Plans are for you and your beneficiary's personal security. Accounts or benefits cannot be assigned to someone else in order to settle a debt, nor can they be used as collateral to secure a loan outside of the Plan. The only exception is a Qualified Domestic Relations Order.

Qualified Domestic Relations Orders

Generally, benefits under these Plans may not be attached by any creditor. However, there is exception for a Qualified Domestic Relations Order (QDRO) which could create a right to all or part of your benefit on the part of a spouse, former spouse, child or other dependent of yours as a result of a judgment or court order requiring child support, alimony payments, or other marital property settlements. This right will exist only if the order is determined to be qualified. You will be notified in the event of such an order. Once the determination is made, distribution of your account balances will be made in accordance with the court order.

Contact the ABX Air, Inc. **QDRO Administrator at 800-571-9801** for information and to obtain a model QDRO document.

Plan Documents

This explanation is intended to acquaint you with your retirement programs' most important provisions, benefits and limitations. Official Plan documents are on file in the General Office and at the ABX Air, Inc. Benefits Office. You may examine them at any time. You may request copies for your personal use. Since there is a reasonable charge for reproducing the documents, it is recommended that participants who wish to obtain copies first inquire as to what the cost will be.

Page Left Intentionally Blank

COMPLIANCE WITH EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

The information furnished in this book constitutes the Summary Plan Description required by Federal Law. To comply with the law, the following additional plan information is also furnished:

Plan Information

| | |
|---|---|
| Plan Names and Numbers: | ABX Air, Inc. Cafeteria Plan Plan No. 501 |
| | ABX Air, Inc. Profit Sharing Plan Plan No. 001 |
| | ABX Air, Inc. Capital Accumulation Plan (CAP/401k) Plan No. 002 |
| | ABX Air, Inc. Retirement Income Plan Plan No. 004 |
| Name and Address of Employer: | ABX Air, Inc. Airborne FTZ, Inc 145 Hunter Drive 145 Hunter Drive Wilmington, OH 45177 Wilmington, OH 45177 |
| Employer ID. No. | 91-1091619 |
| Plan Sponsor: | ABX Air, Inc. 145 Hunter Drive Wilmington, OH 45177 |
| Type of Plan: | Medical Benefits Dental Benefits Vision Benefits Life and Accidental Death and Dismemberment Insurance Short Term Disability Benefits Long Term Disability Insurance Business Travel Accident Insurance Group Universal Life Insurance Voluntary Accident Insurance Flexible Spending Account Profit Sharing -Defined Contribution Plan CAP/401(k) – Defined Contribution Plan Retirement Income - Defined Benefit Plan |
| Plan Administrator – Health and Welfare Plans: | ABX Air, Inc. 145 Hunter Drive Wilmington, OH 45177 |

Type of Administration - Health and Welfare Plans:

- **Medical benefits** for the PPO options described in this booklet are paid by United HealthCare and funded through the ABX Air, Inc. Cafeteria Plan. United HealthCare is responsible for reviewing claims and determining whether they are payable under the terms of the Plan; United HealthCare does not insure these benefits.
- **Dental benefits** are paid by Metropolitan Life Insurance Company (referred to as MetLife) and funded through the ABX Air, Inc. Cafeteria Plan. MetLife is responsible for reviewing claims and determining whether they are payable under the terms of the Plan; MetLife does not insure these benefits.
- **Vision benefits** are paid by Cole Managed Vision and funded through the ABX Air, Inc. Cafeteria Plan. Cole Managed Vision is responsible for reviewing claims and determining whether they are payable under the terms of the Plan; Cole Managed Vision does not insure these benefits.
- **Life and Accidental Death and Dismemberment** benefits are insured by and claims paid by, CIGNA.
- **Short Term Disability benefits** are paid by CIGNA and funded through the ABX Air, Inc. Cafeteria Plan. Unum is responsible for reviewing claims and determining whether they are payable under the terms of the Plan; CIGNA does not insure these benefits.
- **Long Term Disability benefits** are insured by, and claims paid by, CIGNA.
- **Business Travel Accident benefits** are insured by, and claims paid by, AIG Life Insurance Company.
- **Flexible Spending Accounts** are administered by United Healthcare a third-party administrator.
- **Group Universal Life Insurance benefits** are insured by, and claims paid by, Prudential Insurance Company of America, Newark, NJ. The program is administered by Marsh @WorkSolutions, a third-party administrator. The group insurance contract is held by a trust on behalf of the Plan.
- **Voluntary Accident Insurance benefits** are insured by, and claims paid by, AIG Life Insurance Company.

See "Claims Procedure" sections throughout this handbook for appropriate addresses of the Claims Administrator.

Plan Administrator for the Retirement Plans:

Plan Administrator for the Profit Sharing Plan is:

Retirement Advisory Committee
ABX Air, Inc., Inc.
145 Hunter Drive, Wilmington, OH 45177
800-736-5095

For the Capital Accumulation Plan (CAP/401k) is:

Retirement Advisory Committee
ABX Air, Inc., Inc.
145 Hunter Drive, Wilmington, OH 45177
800-736-5095

For the Retirement Income Plan is:

Retirement Advisory Committee
ABX Air, Inc., Inc.
145 Hunter Drive, Wilmington, OH 45177
800-736-5095

Retirement Plan Funding and Trustee:

For the Retirement Income & Profit Sharing Plans, Trust Agreement with:

Bank of New York Western Trust Co.
601 Union Street, Suite 520, Seattle, WA 98101-2321

For the Capital Accumulation Plan (CAP/401k), Trust Agreement with:

Fidelity Management Trust Company
82 Devonshire Street
Boston, MA 02109

Insurance Policies:

Life No. FLX 960356 and AD&D Policy No. OK 960323 (CIGNA)

Long Term Disability Policy No.: 580051 (CIGNA)

Business Travel Accident Policy – AIG Life

Group Universal Life Insurance Policy – Prudential

Voluntary Accident Insurance Policy – AIG Life

Agent for Service of Legal Process:

For disputes arising under the Plan, service of legal process may be made on the Plan Administrator, a Plan Trustee or on the Secretary of the Corporation at ABX Air, Inc.. (See the “Plan Administrator” section for addresses.)

For disputes arising under the **Life and AD&D** insurance contracts, service of legal process may be made upon CIGNA at one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

For disputes arising under the **Long Term Disability** insurance contract, service of legal process may be made upon Cigna at one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

For disputes arising under the **Business Travel Accident and Voluntary Accident** insurance contracts, service of legal process may be made upon AIG Life Insurance Company at one of its local offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

For disputes arising under the **Group Universal Life** Insurance contract, service of legal process may be made upon Prudential Insurance Company of America at one of its Home Offices, or upon the supervisory official of the Insurance Department in the state in which you reside.

Plan Year:

The Cafeteria Plan's fiscal records are kept on a plan year basis beginning January 1 and ending on the following December 31.

The Profit Sharing Plan's fiscal records are kept on a plan year basis beginning January 1 and ending on the following December 31.

The Capital Accumulation Plan's (CAP/401k) fiscal records are kept on a plan year basis beginning January 1 and ending on the following December 31.

The Retirement Income Plan's fiscal records are kept on a plan year basis beginning January 1 and ending on the following December 31.

Details of the Plans:

This book contains details of the Plans regarding eligibility for participation, description of benefits, and disqualification, ineligibility, denial, loss, forfeiture or suspension of benefits. Although it is the Plan Sponsor's intent to continue the Plans indefinitely, the Plan Sponsor reserves the right to amend or terminate any of the Plans at any date.

The benefits of these Plans are governed by official plan documents, which may be modified or terminated in accordance with each Plan's amendment and termination procedures.

If a Plan is changed or terminated for any reason, you will receive adequate notice.

If a Plan is terminated, you will be paid for bonafide claims incurred prior to the date of Plan termination only.

Collective Bargaining Agreements:

Certain employees who are subject to collective bargaining agreements are eligible to participate in these plans. To determine if these provisions apply to you, refer to the bargaining agreement or contact your Benefits Department.

Statement of ERISA Rights

As a participant in these Plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension or welfare benefit or exercising your rights under ERISA. If your claim for a pension or welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

Authority of Fiduciaries

In carrying out their respective responsibilities under the Plans, the Plan Administrator, the Claims Administrator (i.e., those responsible for reviewing claims to determine eligibility for payment under the terms of the plan), the insurance companies, and other Plan fiduciaries shall have full and absolute discretionary authority to administer and interpret the terms of the Plans and to determine eligibility for and entitlement to Plan benefits. Benefits under this Plan will be paid only if the Plan Administrator, or its delegate, decides in its discretion that the applicant is entitled to them. Any interpretation or determination made under such discretionary authority will be given full force and effect and shall be binding on the participants, employees, their dependents and all interested parties, unless it can be shown that the interpretation or determination was arbitrary and capricious.

Note: The Life and AD&D benefits described in this summary plan description (SPD) are provided under insurance contracts with CIGNA. The Long Term Disability benefits described in this SPD are provided under an insurance contract with CIGNA. The Business Travel Accident and Voluntary Accident Insurance benefits described in this SPD are provided under insurance contracts with AIG Life Insurance Company. The Group Universal Life Insurance benefits described in the SPD are provided under an insurance contract with Prudential Insurance Company of America. These insurance contracts are on file with the Plan Administrator and are available for your review. If the SPD and the insurance contracts conflict, the insurance contracts will govern plan administration and benefit payments.