



AMENDMENT TO GROUP POLICY GL-395285 PROCESSED ON JUNE 18, 2010. ANY CHANGES BETWEEN THIS POLICY AND THE PREVIOUSLY ISSUED POLICY ARE EFFECTIVE MAY 1, 2010. ALL OTHER TERMS, CONDITIONS AND DATES REMAIN UNCHANGED.

Name of Policyholder: TRUSTEES OF DELPHI SALARIED RETIREES ASSOCIATION BENEFIT TRUST

Policy Number:
GL-395285

Policy Effective Date:
May 1, 2010

Place of Delivery:
Michigan

Anniversary Date:
May 1 of each year, beginning in 2011

Premium Due Dates:
Monthly, on the first day
of each policy month

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
200 Hopmeadow Street, Simsbury, Connecticut 06089
(A stock insurance company, herein called The Company)
will pay benefits according to the terms and conditions of The Policy.

Signed for The Company:

Richard G. Costello, Secretary

John C. Walters, President

TEN DAY RIGHT TO EXAMINE POLICY

The Company urges you to examine this policy closely. If you are not satisfied with it, you may send it back to The Company for any reason within 10 days after the date you receive it. If so returned, your insurance will be canceled, and any premium paid will be refunded in full.

Countersigned by.....
Licensed Resident Agent or Registrar

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SCHEDULE OF INSURANCE

The Schedule(s) of Insurance for The Policy's Supplemental Life Insurance benefits are shown in the Certificate(s), as incorporated into The Policy.

The Schedule(s) of Insurance will control the:

- 1) benefit amounts and maximum limits;
- 2) eligibility and effective date requirements; and
- 3) other schedule amounts and limits;

which apply to the employees of the Policyholder.

PREMIUM PROVISIONS

Initial Monthly Premium Rates

The initial monthly premium rates to be charged for employee Coverage and/or child/spouse coverage, if applicable are shown on the following page(s).

The first premium is due and payable on the effective date of The Policy. Subject to The Policy's grace period provision, all premiums after the first must be paid when or before they are due.

Premiums are based on the Employee's age on his or her effective date and on each Policy Anniversary date thereafter.

The Initial Monthly Premium Rates may be converted as follows:

To Convert Rates to:	Use a Conversion Factor of:
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

Grace Period

The Company will allow the Policyholder a 45 day grace period for the payment of all premiums after the first. During this 45 day period, The Policy will stay in force. If the owed premium is not paid by the 45th day, The Policy will automatically terminate. If the Policyholder gives The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.

Monthly Premium Rate Guarantee

Initial Monthly Premium rates are guaranteed as follows:

Benefit	Rate Guarantee Period
Supplemental Life Insurance	until May 1, 2011

Subject to the Rate Guarantee period shown above, The Company has the right to change premium rates on any premium due date if:

- 1) written notice is delivered to the Policyholder's last address on record; and
- 2) the change is effective at least 31 days after the date of notice.

The Rate Guarantee supersedes only those provisions appearing elsewhere in this policy which give The Company the right to change the premium rates, and then, only for the period of time for which the rates are guaranteed. However, The Company may change the premium rates during the Rate Guarantee period if there is a change in the Group Policy or if there is a 10% increase or decrease in the number of insured employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. The Company may also change the premium rates during the Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee in no way affects, amends or supersedes any other provision in The Policy.

PREMIUM PROVISIONS

Calculation

Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after The Policy is in force, the premium charges will begin on:

- 1) the day the coverage is effective, if it is also the first day of a policy month; or
- 2) the first day of the next policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next policy month.

Premiums may be calculated by any other method which both The Company and the Policyholder agree to in writing.

Premium Payments

Premium payments are due and payable in full to a place designated by The Company or, with respect to the initial premium payment, premium payments may be made to an authorized agent of The Company. Payment of premiums for a period before it is due will not guarantee the insurance for that period.

Experience Rating

If The Policy is experience rated, any credit amount due the Policyholder will be allowed on the Policy Anniversary Date and, at the Policyholder's request, will be:

- 1) paid to the Policyholder in cash;
- 2) used to reduce the Policyholder premiums; or
- 3) used to provide additional insurance for Covered Persons.

Any credit amount shall be determined by the rating plan or plans used by The Company.

PREMIUM SCHEDULE

Supplemental Life Insurance:

for each \$1,000 of Supplemental Life Insurance the monthly premium rate shall be determined in accordance with the employee's age as follows:

Employee Age	Rate
Less than 25	\$.103
25 - 29	\$.103
30 - 34	\$.103
35 - 39	\$.103
40 - 44	\$.152
45 - 49	\$.245
50 - 54	\$.393
55 - 59	\$.642
60 - 64	\$1.016
65 - 69	\$1.578
70 - 74	\$2.618
75 - 79	\$4.498
80 - 84	\$8.025
85 - 89	\$14.93
90 - 94	\$27.144
95 or over	\$63.365

POLICY PROVISIONS

Entire Contract

The contract between the parties consists of:

- 1) The Policy;
- 2) any certificates incorporated and made a part of The Policy;
- 3) any riders issued in connection with such certificates;
- 4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
- 5) any individual Application submitted by the Employee and accepted by The Company in connection with The Policy.

All statements made by the Policyholder or persons insured under The Policy will be deemed representations and not warranties. No statement made to effect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary.

Incontestability

Except for non-payment of premium, the insurance provided by The Policy cannot be contested after such insurance has been in effect for a period of 3 years. This provision will only apply to the Life Insurance Benefits under The Policy.

Changes

The Company reserves the right to make changes in The Policy, after The Policy has been in force for 12 months. The Company will give the Policyholder 31 days advance written notice of any change. No agent has authority to change or waive any part of The Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of The Policy.

Clerical Error

Clerical error (whether by the Policyholder, the Plan Administrator, or us) in keeping the records having to do with The Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by The Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and The Policy.

Conformity with Law

If any provision of The Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects The Company's liability under The Policy, The Company may change The Policy, the premiums or both. Such change:

- 1) will be effective as of the date of the change to the state or federal law; and
- 2) will not be made until The Company gives the Policyholder 31 days notice.

Termination of Policy

The Company may terminate The Policy for the following reasons by giving the Policyholder 31 days written notice:

- 1) The Policyholder fails to furnish any information which The Company may reasonably require;
- 2) The Policyholder fails to perform any of his other obligations pertaining to this policy;
- 3) Less than 75% of the persons eligible for coverage on a Contributory Basis are insured; or
- 4) Fewer than 10 persons are insured.

In addition, The Company may terminate this policy on any premium due date after The Policy has been in force for 12 months by providing 31 days written notice.

POLICY PROVISIONS

Certificates

The Company will give individual certificates to:

- 1) the Policyholder; or
 - 2) any other person according to a mutual agreement among the other person, the Policyholder, and us;
- for delivery to persons covered under The Policy and which will explain the important features of The Policy.

Data To Be Furnished

The Policyholder, or any other person designated by the Policyholder, will give The Company all information The Company needs regarding matters pertaining to the insurance. At any reasonable time while The Policy is in force and for 12 months after that, The Company may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this policy.

The Policyholder will, upon our request, give us:

- 1) the names of all persons initially eligible for coverage;
- 2) the names of all additional persons who become eligible for coverage;
- 3) the names of all persons whose amount of insurance is to be changed;
- 4) the names of all persons whose eligibility or insurance is terminated; and
- 5) any data necessary to administer the insurance provided by The Policy.

Simplified medical underwriting is subject to certain participation levels.

If the Policyholder gives The Company any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

Right to Audit

The Company reserves the right to audit, once every 2 years, the Policyholder's billing records and premium accounting practices. If The Company discovers:

- 1) an underpayment of premium by the Policyholder, the Policyholder will be obligated to remit, in a timely manner, the underpayment amount; or
- 2) an overpayment of premium, The Company will return any overpayment amount in a timely manner; for the previous 2 year period.

Not in Lieu of Worker's Compensation

This Policy does not satisfy any requirement for worker's compensation insurance.

Time Period

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

INCORPORATION PROVISION

The Certificate(s) of Insurance listed below are attached to, incorporated in and made a part of, this Policy.

Certificate of Insurance

GBD-1100 A.1 (395285) GL 1.11

The provisions found in the Certificate will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.