

ISPAT INLAND INC.

**PROGRAM OF HOSPITAL-MEDICAL BENEFITS
FOR
ELIGIBLE PENSIONERS AND
SURVIVING SPOUSES**

SUMMARY PLAN DESCRIPTION

**WAGE RETIRED ON AND AFTER AUGUST 1, 1974
AND PRIOR TO MAY 1, 1987**

Effective August 1, 1999

Foreword

This booklet is the Summary Plan Description (“SPD”) for the Ispat Inland Inc. Program of Hospital-Medical Benefits for Eligible Pensioners and Surviving Spouses (the “Program”) for bargaining unit employees who retired on and after August 1, 1974 and prior to May 1, 1987 and their eligible surviving spouses which has been established pursuant to the Pensioners’ and Surviving Spouses’ Health Insurance Agreement dated August 1, 1999 between Ispat Inland Inc. (the “Company”) and the United Steelworkers of America. This booklet is applicable to production and maintenance employees as defined in Exhibit A.

This SPD describes the Hospital and Physicians’ Services benefits of the Program, which are paid for entirely by the Company and administered by the Company’s designated claims administrator, and the Optional Major Medical Benefits of the Program, which is voluntary, and paid for in part by pensioners and surviving spouses electing such coverage and administered by the Company’s designated claims administrator.

Note, if you are eligible for or entitled to Medicare Parts A and B you should enroll for this coverage. If you do not, the Program reduces benefits by the amount that would have been paid under Medicare Part A or B as the primary payer.

IMPORTANT INFORMATION

- You and your eligible dependents should enroll in Medicare Parts A and B as soon as you first become entitled since this Ispat Inland Retiree Plan will only pay the secondary portion of the benefit, if any, after that date. Failure to enroll in both Parts A and B could result in severe financial liabilities for you.
- This Ispat Inland Retiree Plan does not automatically cover a procedure or service just because it is covered by Medicare. Get prior authorization by submitting a treatment plan from your provider to the claims administrator, to insure that coverage is available. This is especially true for Skilled Nursing Facility stays.
- If you are covered under Medicare, use providers who accept Medicare assignment to minimize your out-of-pocket costs. Medicare-primary individuals are not required to use providers who are members of the Ispat Inland/USWA Health Care Network or the networks with whom Ispat Inland is contracted.
- If you are not Medicare-primary, you should use providers who are members of the Ispat Inland/USWA Health Care Network provider network in Northwest Indiana or other contracted networks outside of Northwest Indiana so that you don't have to pay the provider the difference between what they charge and what this Ispat Inland Retiree Plan allows (in addition to any deductibles and/or copays that you might be responsible for).
- If you are Medicare-primary, Medicare is the primary payer for any drugs or supplies that are covered under Medicare Part B.
- Vision, dental, hospice, and alcohol and substance abuse treatment is not covered under this Ispat Inland Retiree Plan.
- Organ transplants are not covered under this Ispat Inland Retiree Plan except that expenses related to kidney transplants are covered under the Optional Major Medical Plan.
- Please read the annual premium notification letter that is sent to you each November. The letter also includes vital information about your benefits and any changes in your plan.

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SECTION 1 – HOSPITAL BENEFITS

Benefits Provided

When you are admitted for treatment as an inpatient to any legally constituted hospital for a covered condition, upon the recommendation and approval of a physician licensed to practice medicine, benefits will be provided at the actual amount charged you, or the contracted amount, by the hospital for semi-private room accommodations and all other services provided by the hospital for the diagnosis and treatment of your condition including treatment in an intensive care unit.

If you occupy a private room in the hospital, you will be entitled to all of the above-described benefits but you will be required to pay the hospital the excess, if any, of its regular charge for the private room over the hospital's most common charge for semiprivate rooms, unless the private room is part of a contractual arrangement or if it is medically necessary that you occupy a private room because your condition requires isolation.

Payment of Benefits

Payment for hospital benefits will be made as follows:

- (a) For in-network hospitals or hospitals in locations where a network does not exist, benefit will be paid directly to the hospital.
- (b) For out-of-network hospitals, benefits will be paid directly to you and you are responsible for paying the hospital.

Duration of Benefits

You will be entitled to the hospital benefits described herein for a period not in excess of 120 days for each hospitalization. If you should be admitted to a hospital within 90 days after a previous hospitalization, the days of hospital benefits provided during the earlier period will be deducted in determining the maximum number of days for which you will be entitled to benefits during the later period. When benefits are provided in connection with outpatient service, each visit to the outpatient department of a hospital counts as one day of hospitalization.

If you are hospitalized for a mental or nervous condition or for pulmonary tuberculosis, hospital benefits are payable up to a maximum of 30 days during any 12-month period. Hospitalization for alcohol or substance abuse treatment is not covered under this Program.

Maternity Benefits

The hospital benefits provided under this Program are available to you, if you are a female pensioner or surviving spouse, or a female dependent of yours, for up to 120 days and for a period not exceeding 10 days of care for the newborn child.

Inpatient Admissions and Outpatient Visits – Dental Cases

The hospital benefits provided under this Program are available if you are admitted to a hospital (a) for extraction of impacted teeth, or (b) for extraction of teeth other than impacted teeth or for other dental processes, provided hospitalization is certified by a licensed physician or doctor of dental surgery as being necessary to safeguard the health of the person confined.

Benefits are also provided under this Program if you receive treatment in the outpatient department of an accredited hospital or free-standing surgical center (a) for extraction of impacted teeth, or (b) for extraction of teeth other than impacted teeth or for other dental processes provided outpatient hospital or free-standing surgical center care is certified by a licensed physician or doctor of dental surgery as being necessary to safeguard the health of the person confined.

Outpatient Treatment – Emergency Accident Cases

The hospital benefits provided under this Program are available if you receive emergency outpatient treatment in a legally constituted hospital as the result of an accident, provided such treatment begins within 48 hours after the accident.

Outpatient Treatment – Surgical Cases

The hospital benefits provided under this Program are available if you receive surgical treatment in the outpatient department of a legally constituted hospital or free-standing surgical center.

Outpatient Treatment – Radiation Therapy

If you receive radiation treatments in the outpatient department of a legally constituted hospital or free-standing facility, hospital benefits are provided for the facility fees associated with such treatments.

Outpatient Treatment – Kidney Dialysis

The hospital benefits provided under this Program are available if you receive kidney dialysis in the outpatient department of a legally constituted hospital or a free-standing licensed kidney dialysis facility or for home dialysis equipment, if home dialysis is prescribed as an alternative to outpatient dialysis.

Inpatient Admissions and Outpatient Visits for Diagnostic Study

Hospital benefits are provided for inpatient admissions for diagnostic study when the study is directed toward the diagnosis of a definite condition of illness or injury.

Hospital benefits are also available for the following diagnostic services performed in the outpatient department of a legally constituted hospital or free-standing clinic which provides such services, when directed toward the diagnosis of a definite condition of illness or injury:

X-ray examinations with films, ultrasound when used as a substitute for X-rays with films, metabolism testing, radioactive isotope studies, and cardiographic and encephalographic examinations, preventative mammogram, pap smear, and prostate specific antigen (PSA) tests based upon accepted protocols, but excluding work-up procedures performed in the outpatient department when the patient is to be admitted as an inpatient unless provided for under the outpatient pre-admission testing provisions of this plan.

Hospital benefits are not provided under this section for the following services:

Audiometric testing, eye refractions, examinations for the fitting of eyeglasses or hearing aids, dental examinations, pre-marital examinations, research studies, screening, or routine physical examinations or check-ups.

Outpatient Pre-Admission Testing

Hospital benefits are also provided to the extent that they are available to inpatients, when such services are provided under an approved pre-admission testing program and you voluntarily are scheduled for them prior to admission for surgery.

Benefits for Dependents

Hospital benefits are provided for dependents on the same basis as your own. Such dependent benefits are provided only if the dependent is covered under the Program when covered services, as defined in this section, are received.

Continuation of Benefits after Termination of Coverage

If you or one of your eligible dependents is confined in a hospital on the date coverage terminates, hospital benefits continue to be payable subject to all the provisions of this Section until discharge from such hospital.

What Is Not Covered

Benefits are not provided under this Section for:

- Confinements, services, supplies or treatments covered by any workers' compensation laws or employer's liability acts, or which an employer is required by law to furnish in whole or in part;
- Confinements, services, supplies or treatments furnished by any governmental body (subject to the provisions on Medicare in this plan for persons eligible for Medicare);
- Convalescent or rest cures;
- Ambulance service;
- Charges of physicians, surgeons, or special nurses;
- Blood or blood plasma;
- Services not furnished by the hospital;
- Organ transplants or any type of services for or related to organ transplants;
- Personal services such as barber services, guest meals or rental of radio or television,;
- Except as specifically provided in this Section, outpatient services and hospitalization primarily for diagnostic study, dental processes, or foot ailments and procedures;
- Confinements for alcohol or substance abuse treatment;
- Cosmetic surgery; or
- Prescription drugs and medications.

SECTION 2 – PHYSICIANS’ SERVICES BENEFITS

Payment of Benefits

Payment for the physicians’ services described in this Section is made at an allowed fee or contracted amount. This means that, subject to certain maximums specified in this Section, this Program provides benefits for covered services, but at not more than the allowed fee or contracted amount (where negotiated with the provider) for such service.

The provider’s allowed fee will be based on the following:

- (a) For those geographic areas with provider networks or contracted provider arrangements, the allowed fee will be:
 - (i) The lesser of the actual charge or contractual rate established for such medical service or procedure by physicians who are in a plan sponsored provider network. Program participants will not be responsible for any amounts billed in excess of the allowed charge.
 - (ii) The lesser of the actual charge or rate established for physicians who are not in a plan sponsored provider network. Program participants will be responsible for any amounts billed in excess of the allowed charge.
- (b) For those geographic areas that do not have provider networks or contracted provider arrangements, the allowed fee will be the lesser of the physician’s actual charge or the usual and customary charge, at the time the service is rendered, at the 90th percentile as reported by the Health Insurance Association of America (HIAA).

The claims administrator or the Company, as applicable, will make determination as to the allowed fee, with benefit payment made directly to you or, in the case where the covered medical service or procedure is provided by a plan sponsored network physician, directly to the physician unless the physician has already received reimbursement from a retiree, surviving spouse, or eligible dependent. Therefore, you should inform your physician of your coverage under this Program. If you become obligated to a physician for a charge in excess of the allowed fee as determined, this Program will not pay such excess.

Surgical Benefits

Benefits are provided for surgical services consisting of operative and cutting procedures (including the usual post-operative care) for the treatment of illnesses, injuries, fractures or dislocations, which are performed in or out of a hospital by a licensed physician and, in the case of reduction of fractures and dislocations of the jaw or any facial bone; and extraction or impacted teeth when partially or totally covered by bone, which are performed by a licensed physician or a doctor of dental surgery. If you are an inpatient in a legally constituted hospital, benefits will also be provided for the services of a licensed physician who actively assists the operating surgeon in the performance of such surgical services when the condition of the patient and type of surgical service requires such assistance and when the hospital does not employ surgical interns, residents or house staff who are utilized for such assistance.

Surgical services which would be covered if performed by a licensed physician shall also be covered when performed by a duly licensed podiatrist acting within the scope of his or her license.

When a series of recurrent or related operations is performed in the home, the physician’s office, the outpatient department of a hospital or an ambulatory surgical facility for the treatment of the same illness or injury, the maximum payment for each illness or injury shall not exceed \$300.00 during any calendar year.

Obstetrical Benefits

Benefits are provided for obstetrical services, including necessary prenatal and postnatal care, furnished to you if you are a female or to a female dependent of yours, either in or out of a hospital, by the licensed physician in charge of the case.

In-Hospital Medical Benefits

If you are confined as an overnight patient in a legally constituted hospital because of an illness or injury such as heart attack, pneumonia, diabetes, or contagious disease, benefits are provided for the services of the licensed physician in charge of your case up to a maximum of 120 days for each period of hospitalization. Such benefits will also be provided concurrently with benefits for surgical, obstetrical and radiation therapy services when a patient has a separate and complicated condition, the treatment of which requires skills not possessed by the physician who is performing the surgical, obstetrical or radiation therapy services. If you are hospitalized for a mental or nervous condition or for pulmonary tuberculosis, benefits are payable up to a maximum of 30 days during any 12-month period. Benefits are not provided for alcohol or substance abuse services.

If you should be admitted to a hospital within 90 days after a previous hospitalization, days of hospitalization during the earlier period will be deducted in determining the maximum number of days for which benefits are provided under this section during the later period.

Anesthesia Services

Benefits are provided for the administration of anesthetics, except local infiltration anesthetic, provided either in or out of a hospital or in surgical or obstetrical cases, when administered and billed by a licensed physician or certified registered nurse anesthetist (CRNA), but not the operating surgeon or surgical assistant, who is not an employee of, nor compensated by, a hospital, laboratory or other institution.

Radiation Therapy and Chemotherapy Benefits

Benefits are provided for treatment by X-ray, radium, external radiation or radioactive isotopes (including the cost of materials unless supplied by a hospital), provided either in or out of a hospital, when performed and billed by the licensed physician in charge of the case.

Benefits are also provided for expenses incurred in the treatment of malignant diseases by chemotherapy provided either in or out of the hospital when prescribed and billed for by a licensed physician.

Diagnostic X-ray or Ultrasound Services

Benefits are provided as specified below for a diagnostic X-ray examination or ultrasound when used as a substitute for X-rays with films, either in or out of a hospital, which is required in the diagnosis of any condition of illness or injury, which is customarily billed by the physician who made such examination, and which is:

- (a) Ordered by a licensed physician or a doctor of dental surgery who is engaged in general or special practice other than radiology, and, when so ordered, is made by a licensed physician (excluding a doctor of dental surgery or the doctor ordering the X-ray or ultrasound examination) whose practice is limited to radiology;
- (b) Made by a licensed physician (excluding a doctor of dental surgery) qualified to undertake radiological examinations within the confines of a single specialty; or
- (c) Made by a licensed physician in an emergency or emergency traumatic case.

Benefits under this section are subject to a maximum of \$500.00 during any calendar year.

Benefits will not be provided under this section for X-ray and ultrasound examinations in connection with care of teeth, research studies, screening, routine physical examinations or check-ups, pre-marital examinations, routine procedures provided on admission to a hospital, fluoroscopy without films, or any examination not necessary to diagnose an illness or injury.

Diagnostic Examinations

Benefits are provided for metabolism testing, radioactive isotope studies, cardiographic and encephalographic examinations, laboratory examinations, electromyography, pulmonary function testing, allergy testing, and preventative mammogram, pap smear and prostate specific antigen (PSA) tests based upon accepted protocols, either in or out of a hospital, when made or ordered and customarily billed by a licensed physician.

Benefits under this section are subject to a maximum of \$500.00 during any calendar year.

Benefits will not be provided under this section for examinations in connection with research studies, screening, routine physicals examinations or check-ups, pre-marital examinations, routine procedures provided on admission to a hospital, or any examination not necessary to diagnose an illness or injury.

Emergency Treatment

Benefits are provided for emergency treatment received in case of an accident, if the treatment is performed by a licensed physician (except that if performed in the outpatient department of a legally constituted hospital, payment is made only to a physician who is not an employee of the hospital), provided such treatment begins within 48 hours after the accident.

Benefits for Dependents

Physicians' services benefits are provided for dependents on the same basis as your own. Such dependent benefits are provided only if the dependent is covered under the plan when covered services, as defined in this section, are received

What Is Not Covered

Benefits are not provided under this section for:

- (a) Services, supplies or treatments covered by any workers' compensation laws or employer's liability acts, or which an employer is required by law to furnish in whole or in part ;
- (b) Services, supplies or treatments furnished by any governmental body (subject to the provisions of the section on Medicare with respect to persons eligible for Medicare);
- (c) Services of any practitioner who is not legally licensed to practice medicine and surgery, except to the extent specifically provided in this section or as required by law;
- (d) Hospital and laboratory services;
- (e) X-ray and ultrasound services other than as provided in this section;
- (f) Cosmetic surgery or treatment except to the extent necessary for correction of damage caused by an accident to injury occurring while insured for this coverage or under any other medical program toward the cost of which the Company contributes;
- (g) Payments to assistants except as specifically provided in this section;
- (h) Medical supplies such as blood or blood plasma;

- (i) Services in connection with the care, treatment, filling, removal or replacement of teeth or structures directly supporting teeth, including but not limited to the following: apicoectomy, root canal treatments, soft tissue impactions, alveolectomy and treatment of periodontal disease;
- (j) Treatment of corns, bunions (except capsular or bone surgery therefor), calluses, nails of the feet except surgery for ingrown nails, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet, except when surgery is performed;
- (k) Medical visits in the home or doctor's office, except for emergency treatment;
- (l) Medical or surgical consultations;
- (m) Routine care of newborn children;
- (n) Services for anesthesia, radiation therapy, diagnostic X-ray, ultrasound or other diagnostic examinations for which payments are claimed by hospitals, laboratories or other institutions, or if such services are covered by the hospital benefits described in the Hospital Benefits section;
- (o) Organ transplants or organ transplant services of any kind;
- (p) Alcohol or substance abuse services;
- (q) Prescription drugs and medications; or
- (r) Any other medical or dental service, or treatment, except as provided in this section.

SECTION 3 – OPTIONAL MAJOR MEDICAL BENEFITS

Purpose

Although the Hospital and Physicians' Services Benefits ("Basic Benefits") of this Program (and Medicare where applicable) cover most inpatient and many outpatient hospital and physicians' services, there are certain expenses which are not covered or only partly covered under the Basic Benefits provisions of the Program and/or Medicare.

You may therefore have elected, at your cost under pension deduction arrangements, the Optional Major Medical Benefits coverage described in this section. This coverage, which is designed to supplement the Basic Benefits provisions of the Program and Medicare, includes benefits for skilled nursing care facility and home health care agency services as well as those expenses normally covered under major medical, such as private duty nursing care, laboratory services and medical visits to a doctor.

Payment of Optional Major Medical Benefits

Optional Major Medical Benefits will be paid at 80% (except as otherwise provided in this Section) of the allowed fee or contracted amount (where negotiated with the provider) for such service by which Covered Medical Expenses described in this section exceed the annual deductible.

The allowed fee will be based on the following:

- (a) For those geographic areas with provider networks or contracted provider arrangements, the allowed fee will be:
 - (1) The lesser of the actual charge or contractual rate established for such medical service or procedure by providers who are in a plan sponsored provider network. Program participants will not be responsible for any amounts billed in excess of the allowed charge.
 - (2) The lesser of the actual charge or rate established for providers who are not in a plan sponsored provider network. Program participants will be responsible for any amounts billed in excess of the allowed charge.
- (b) For those geographic areas that do not have provider networks or contracted provider arrangements, the allowed fee will be the lesser of the providers actual charge or the usual and customary charge, at the time the service is rendered, at the 90th percentile as reported by the Health Insurance Association of America (HIAA).

The deductible is satisfied when any one covered person incurs Covered Medical Expenses of \$100.00 in a calendar year for which no benefits are payable under this Program (individual deductible), or you and your dependents incur Covered Medical Expenses of \$200.00 in a calendar year for which no benefits are payable under this Program (family deductible).

If your dependent children are enrolled for this coverage and your spouse is enrolled under another major medical program available to employees or retirees of the Company, notwithstanding the section on Dependents, your spouse will be deemed a dependent under the Program for the purpose of satisfying the family deductible.

The claims administrator or the Company, as applicable, will make determination as to the allowed fee, with benefit payment made directly to you or, in the case where the covered medical service or procedure is provided by a plan sponsored network provider, directly to the provider unless the provider has already received reimbursement from a retiree, surviving spouse, or eligible dependent. Therefore, you should inform your provider of your coverage under this Program. If you become obligated to a provider for a charge in excess of the allowed fee as determined, this Program will not pay such excess.

Maximum Benefit

The maximum benefit for an individual is \$100,000.00 for a lifetime. Benefits received and paid under the Prescription Drug portion of this plan apply to the \$100,000 per individual lifetime maximum. Benefits received and paid as Covered Medical Expenses under the Optional Major Medical provisions of this plan do not apply to the \$250,000 per individual lifetime maximum for prescription drugs.

Optional Major Medical Covered Medical Expenses

Covered Medical Expenses are those charges incurred by you or one of your dependents for the following types of medical services, supplies and treatments which are performed or prescribed as necessary by a licensed physician (defined as a person licensed to practice medicine) or licensed podiatrist with respect to the services of a podiatrist for which benefits are payable under the Program:

- (a) Services of licensed physicians including but not limited to home and office visits, allergy tests and treatments, consultations, and second surgical opinions;
- (b) Services of a licensed podiatrist (except for those services specifically excluded as defined under Expenses Not Covered);
- (c) Services of a qualified physiotherapist;
- (d) Up to 100 visits in a calendar year by an approved Home Health Care Agency as provided in that section;
- (e) Other hospital services required for medical or surgical care or treatment including hydrotherapy and physiotherapy treatments in the outpatient department of an accredited hospital;
- (f) Expenses incurred in the treatment of mental or nervous conditions as described in that section (expenses incurred in the treatment of alcohol or substance abuse are not covered);
- (g) Anesthetics and the administration thereof;
- (h) Diagnostic X-ray, ultrasound when used as a substitute for X-ray, and laboratory procedures;
- (i) X-ray and radium treatments;
- (j) Oxygen and its administration;
- (k) Blood transfusions and blood administration costs including cost of blood and blood plasma in excess of 3 pints in a calendar year to the extent it is not donated or replaced through a blood bank or otherwise, or cryoprecipitate;
- (l) Expenses incurred in treatment of malignant diseases by chemotherapy;
- (m) Services of a registered nurse (R.N.) or licensed practical nurse (L.P.N.) in or out of a hospital when required. Services rendered by an L.P.N. out of the hospital in excess of 240 hours in any calendar year will be limited to a 50% reimbursement rate. In any event, the nurse cannot be a member of the patient's immediate family or a nurse who ordinarily resides in the patient's home and the licensed physician in charge of the case must certify that private duty nursing is required.
- (n) Dental services, treatments and appliances to the extent necessary for the correction of damage caused by accident or injury to natural teeth while insured for this coverage or under any other medical or dental program toward the cost of which the Company contributes;
- (o) Two pair of eyeglasses or contact lenses and examinations for the fitting and prescription thereof following a cataract operation (charges for eyeglasses, contact lenses, and exams are limited to the vision benefit amounts for active employees in effect when services are provided);

- (p) Medical expenses in connection with the surgical removal of a kidney from a donor to a transplant recipient who is insured for this coverage, or a donor if either the recipient or the donor is insured for this coverage, but only to the extent benefits are not payable for such services under any other insurance;
- (q) Local professional ambulance services for emergency treatment only;
- (r) Rental of respiratory devices or colostomy bags, jobst stockings, or catheters if medically necessary and appropriate and prescribed by a physician for a specific illness, or sterile dressings required for conditions resulting from illnesses such as cancer, severe burns or diabetic ulcers or other durable medical equipment required for therapeutic use (in any case where durable medical equipment is needed for long-term care, you should inquire of the claims administrator as to whether the purchase of such equipment would be covered);
- (s) Initial purchase, fitting and adjustment of artificial limbs, braces, or other prosthetic appliances including replacement of such appliances if not serviceable five or more years from installation. Such replacement is limited to one per covered person per lifetime. Also covered are replacements of prosthetic appliances when required due to normal growth of a child or change in physical characteristics due to illness or injury;
- (t) Immunization injections except any such injections received for the purpose of travel outside the United States or Puerto Rico;
- (u) Expenses in connection with elective abortions where permitted by law and sterilization procedures whether or not medically necessary;
- (v) Services of a chiropractor, but only those procedures performed within the scope of his or her license;
- (w) Hearing aids and the examination for the prescription or filling thereof and their repair but limited to \$1,000.00 per ear in a five-year period;
- (x) Prescription drugs as provided in that section;
- (y) Skilled nursing facility services as provided in that section; and
- (z) Except for charges by physicians in excess of the allowed fee for which benefits are paid or payable under the Physicians' Services section of this plan, expenses in excess of any benefits paid or payable for medical services, supplies and treatments under Hospital Benefits and Physicians' Services sections of the plan whether or not specifically enumerated above.

Optional Major Medical Expenses Not Covered

The following are not Covered Medical Expenses:

- (a) Any service, supply or treatment not specifically listed as a Covered Medical Expense;
- (b) Expenses for which benefits are paid or payable under the Hospital Benefits and Physicians' Services Benefits sections of this Program;
- (c) Charges by licensed physicians in excess of the allowed fee as determined in the case of physicians' services for which benefits are paid or payable under the Physicians' Services Benefits section of this Program;
- (d) Services of surgical assistants, except as specifically provided;
- (e) Services of any practitioner who is not legally licensed to practice medicine and surgery, except to the extent specifically provided in this Program or as required by law;
- (f) Health check-ups and routine physical examinations;
- (g) Expenses incurred in connection with cosmetic surgery, except as provided under Covered Medical Expenses;

- (h) Treatment of corns, bunions (except capsular or bone surgery), calluses, nails of the feet except surgery for ingrown nails, flat feet, fallen arches weak feet, chronic foot strain or symptomatic complaints of the feet except when surgery is performed;
- (i) Expenses incurred in the treatment of alcohol or substance abuse;
- (j) Expenses incurred in connection with dental services, except as provided under Covered Medical Expenses;
- (k) Eyeglasses or contact lenses and examinations for the prescription or fitting thereof, except as provided under covered Medical Expenses;
- (l) Custodial or personal type services or care regardless of where care is received;
- (m) Expenses incurred in connection with transsexual operations;
- (n) Confinements, services, supplies or treatments covered by any workers' compensation laws or employer's liability acts, or which an employer is required by law to furnish in whole or in part;
- (o) Confinements, services, supplies or treatments furnished by any governmental body (subject to the provisions on Medicare in this Program with respect to persons eligible for Medicare);
- (p) Confinements, services, supplies or treatments for which no charge is made that you are legally obligate to pay or for which no charge would be made in the absence of this coverage;
- (q) Expenses for which payment or reimbursement is received by or for the account of the individual as a result of a legal action or settlement;
- (r) Confinements, services, supplies or treatments received for illness or injury due to war (declared or undeclared) or any act of war, if such illness or injury occurred while insured for this coverage or under any other medical program toward the cost of which the Company contributes;
- (s) Expenses incurred prior to the date the individual ceases to be eligible for benefits under any prior major medical benefit arrangement applicable to you or prior to the date the individual who incurs the expenses is insured for this coverage;
- (t) Confinements, services, supplies or treatments that are not necessary according to accepted standards of medical practice;
- (u) Confinements, services, supplies or treatments which are not recommended or approved by a licensed physician; or
- (v) Replacement of artificial limbs, braces or other prosthetic appliances except as provided under Covered Medical Expenses.

Prescription Drugs

Coverage for medically necessary medications requiring a prescription written by a licensed physician and dispensed by a licensed pharmacist pursuant to Federal or State law are provided as a Covered Medical Expense under the Optional Major Medical Benefits portion only of this Program. Prescription Drug coverage is also provided for insulin, disposable insulin syringes, and blood glucose testing agents/strips.

Prescription drug benefit coverage will be administered by a prescription drug benefit manager who will be responsible for developing and maintaining a network of retail pharmacies, offering a mail service option for the purchase of maintenance medications for chronic or long-term conditions, managing drug utilization, and making payments for covered prescription drugs.

There are specific co-payment and stop losses that apply only to prescription drugs (as defined below). These do not reduce or satisfy any other co-payments or stop losses elsewhere in the Program.

Prescription Drug Costs and Benefit Payments

Your copayment for covered prescription drugs, by drug type and where purchased is:

<u>Type of Drug</u>	<u>Type of Retail Pharmacy</u>		<u>Mail Service Pharmacy</u>
	<u>Network</u>	<u>Out-of-Network</u>	
Generic	10%	50%	\$ 5.50
Brand, no generic available	30%	50%	\$13.75
Brand, generic available*	100%	100%	100%

* - brand name drugs with generic equivalents will not be covered unless the prescribing physician submits satisfactory clinical evidence to the prescription drug benefit manager that there is a specific pharmacological or medical reason why a brand must be dispensed and the prescription drug benefit manager authorizes purchase of the brand name drug. If approved by the prescription drug benefit manager, the co-payment is 40% at a network retail pharmacy and \$18.00 at mail service pharmacy.

Prescription Drug Stop Loss

There is a yearly stop loss of \$500.00 per covered individual that is applied to network retail pharmacy purchases only of generic and brand no generic available drugs. When your individual out-of-pocket expense totals \$500.00 for the year, these drugs will then be covered at 100% by the Program. The stop loss does not apply to any network retail pharmacy brand generic available drug purchases or out-of-network retail pharmacy and mail service pharmacy generic, brand no generic available, or brand generic available prescription drug purchases.

Coverage Limits

Unless otherwise noted, benefits for prescription drugs are subject to a lifetime maximum of \$250,000 per covered individual, including any out-of-network benefits paid. Benefits paid for prescription drugs for a covered individual under the Program since Jan. 1, 1994 count towards the \$250,000 lifetime maximum.

Any benefits received under this prescription drug coverage are applied to the \$100,000 per covered individual lifetime maximum for Optional Major Medical benefits.

How the Prescription Drug Plan Works

Retail Pharmacy

You can purchase up to a 30-day supply of medication. If the drug is purchased at a network pharmacy, the pharmacist will charge you your co-payment amount only. No claim forms are required and you do not file the claim with the prescription drug benefit manager for payment. If the drug is purchased at an out-of-network pharmacy, the pharmacist will charge you the entire amount of your prescription purchase. You must then complete a prescription drug claim form and submit it along with your receipt to the prescription drug benefit manager. The prescription drug benefit manager will pay you the benefit for your drug purchase.

Mail Service Pharmacy

You can order a 14-60 day supply of medication prescribed to treat a chronic condition or long-term illness through the mail from the prescription drug benefit manager. When you purchase drugs through the mail service, include the appropriate co-payment along with your prescription in an order envelope. If you are not sure of the co-payment amount, submit the maximum co-

payment with your order. A refund will be sent to you or a credit will be issued for you if the co-payment is less.

The Prescription Drug Plan as Secondary Payer

If the prescription drug benefit plan is a covered dependent's secondary plan and prescription drugs are covered under their primary plan or by Medicare, benefits will be coordinated with the retail pharmacy program percentage schedule. Benefits otherwise payable will be reduced by benefits paid by the primary plan or by Medicare.

Prescription Drug Limitations and Exclusions

The following drugs are subject to limitations:

- (a) coverage for non over-the-counter smoking cessation products is limited to \$700 in benefits paid per lifetime, and
- (b) drugs prescribed for treatment of infertility are limited to \$5,000.00 per lifetime.

Prescription Drug benefits are not payable for:

- (a) drugs that can be purchased over-the-counter without a prescription (except for insulin),
- (b) birth control pills, unless they are prescribed to treat a condition or illness,
- (c) experimental drugs,
- (d) diet pills without a physician's diagnosis of morbid obesity,
- (e) vitamins (obtained over-the-counter or by prescription),
- (f) food and food or nutritional supplements,
- (g) refills of prescriptions older than one year, or
- (h) drugs prescribed for cosmetic purposes.

Skilled Nursing Facility

If you are admitted to an approved Skilled Nursing Facility, benefits will be provided for semi-private accommodations and all other services furnished during the period of confinement to the extent such services would otherwise qualify as Covered Medical Expenses for up to 365 days provided you:

- (a) are recovering from an acute illness or injury;
- (b) are confined to bed with a long-term illness or injury; or
- (c) have a terminal condition

and your condition requires professional and practical nursing care provided by a Skilled Nursing Facility and you remain under active medical supervision of a licensed physician.

If you occupy a private room in a Skilled Nursing Facility, you will be entitled to all of the above-described benefits but you will be required to pay the facility the excess, if any, of its regular charge for the private room over the facility's most common charge for a semi-private room.

The need for confinement in a Skilled Nursing Facility must be certified by the licensed physician in charge of the case in a form satisfactory to and as required from time to time by the claims administrator. The determination as to whether or not the condition is a covered condition and is of the nature to require care, or continued care, in such facility will be made by the claims administrator.

An approved facility is one that:

- (a) qualifies as a Skilled Nursing Facility under Medicare, or
- (b) is accredited as a Skilled Nursing Facility by the Joint Commission on Accreditation of Hospitals or it meets the standards for such accreditation, or
- (c) has been approved by the applicable area-wide Health Care Planning Agency.

Before you or your dependent enters a Skilled Nursing Facility, you should inquire whether such facility meets such requirements. You should also determine through the claims administrator, prior to starting your confinement, whether or not your confinement in a Skilled Nursing Facility meets Program requirements and whether or not the charges for services will be covered under provisions of the Program.

When you go to a Skilled Nursing Facility, a team of individuals from different medical fields plans your care. Along with your doctor, this team decides what services you need and your health goal or goals. When finalized, your entire care plan should be sent to the claim administrator who will use this to determine if services will, or will not, be covered under provisions of the Program and for how long they will be covered if approved. If a care plan is not submitted prior to your admission to a Skilled Nursing Facility, the determination of benefit coverage will be made on a retroactive basis.

A new maximum benefit period will commence only when there has been a lapse of at least 90 days between the date of last discharge from a Skilled Nursing Facility and the date of the next admission to a Skilled Nursing Facility due to the same or related causes, whether or not benefits were provided for the prior admission.

Benefits are not payable for:

- (a) confinement which is principally for custodial care;
- (b) care for tuberculosis, alcoholism or drug addiction;
- (c) care for the deaf or blind;
- (d) care for senility, mental deficiency, dementia, or retardation;
- (e) care for mental illness, other than for short-term convalescent care where the prognosis for recovery or improvement is deemed favorable;
- (f) care not requiring continued professional and practical nursing care by a Skilled Nursing Facility even if such care is covered under Medicare;
- (g) care that could be managed by an approved Home Health Care Agency where such an agency is available, or
- (h) services not furnished by the Skilled Nursing Facility.

Home Health Care Agency

If you are essentially confined to your home and require, on an intermittent basis, nursing services, therapy or other services provided by a Home Health Care Agency, and provided that the services in question are performed by or under the direct supervision of a licensed registered or practical nurse in accordance with a plan established and periodically reviewed by the physician in charge of the case, benefits will be provided for up to 100 visits in a calendar year for services provided through an approved Home Health Care Agency and for medical and surgical supplies and durable medical equipment for treatment of your condition so long as you have not used 100 visits. One visit is a personal contact in your home by a health worker on the Agency's staff, or a person who is under contract or arrangement with such Agency, for the purpose of rendering one of the following types of services:

- (a) nursing service by either an R.N. or an L.P.N.;

- (b) physical, occupational, speech and respiratory therapy;
- (c) medical social service;
- (d) home health aid service;
- (e) nutritional guidance;
- (f) diagnostic services;
- (g) oxygen and its administration; and
- (h) hemodialysis.

The need for the services of a Home Health Care Agency must be certified by the licensed physician in charge of the case, in a form satisfactory to and as required from time to time by the claims administrator. The initial determination as to whether or not the condition is a covered condition and is of the nature to require or continue to require care through such an agency will be made by the claims administrator.

An agency will be approved if:

- (a) it qualifies as a Home Health Care Agency under Medicare, or
- (b) it meets the standards of Medicare certification, and where necessary,
- (c) it has been approved by the applicable area-wide Health Care Planning Agency.

Before you or your dependent arrange for services provided through a Home Health Care Agency, you should inquire whether such agency meets such requirements. You should also determine through the claims administrator, prior to starting services, whether or not the services that will be provided by the Home Health Care Agency meet Program requirements and whether or not the charges for their services will be covered under provisions of the Program.

Benefits are not payable for:

- (a) custodial care;
- (b) meals;
- (c) physicians' services;
- (d) drugs and biologicals;
- (e) services of relatives or members of patient's household;
- (f) care for tuberculosis, alcoholism or drug addiction;
- (g) care for the deaf or blind;
- (h) housekeepers' services;
- (i) care for senility, mental deficiency, dementia, or retardation;
- (j) care for mental illness, other than for short-term convalescent care where the prognosis for recovery or improvement is deemed favorable; and
- (k) services not furnished by a Home Health Care Agency.

Mental and Nervous Conditions

Expenses incurred in the treatment of mental and nervous conditions are included in the term Covered Medical Expenses but the maximum benefit under these Optional Major Medical Benefit provisions for such expenses for any individual will be 20 visits during any 12-month period for the items specifically listed as Covered Medical Expenses in this section and the following services, if performed or prescribed by a licensed physician for mental and nervous conditions:

- (a) Visits to a licensed physician for individual psychotherapeutic treatment in the physician's office or in an approved outpatient psychiatric facility.
- (b) Visits to a licensed physician by members of the patient's family for counseling in the physician's office or in an approved outpatient psychiatric facility.
- (c) Visits to a licensed physician for group psychotherapeutic treatment in the physician's office or in an approved outpatient psychiatric facility.
- (d) Psychological testing by a psychologist, when prescribed by a licensed physician.
- (e) The following services when received in an accredited hospital outpatient department or an approved outpatient psychiatric facility:
 - (1) Professional and other necessary ancillary services, other than services of physicians, if such service is provided through a day care or night care program and is charged for by such hospital or facility as a part of regular institutional care and such program is approved by the claims administrator.
 - (2) Drugs and medications dispensed and charged for by such hospital or facility as a part of regular institutional care programs.
 - (3) Electroshock therapy and anesthesia related thereto.

Expenses for the services listed above are covered only if incurred in an approved facility or an approved day or night care program. You should inquire with the claim administrator as to whether or not such facility has been approved and if the services you or one of your dependent's requires will be covered under the Mental and Nervous Conditions of this Program.

In order to qualify as Covered Medical Expenses, the psychiatric services must be rendered for treatment of certain emotional or mental conditions or illnesses that are amenable to favorable modification. Services in connection with mental deficiency, retardation, or learning disabilities are not covered.

Date Expenses Are Incurred

Covered Medical Expenses are considered to have been incurred on the date the medical services, supplies or treatments are received.

SECTION 4 – GENERAL PROVISIONS

Eligibility

You are eligible to participate in the Hospital and Physicians' Services Benefits parts of the Program if you

- (a) retired under the Company non-contributory pension plan on or after Aug. 1, 1974 and prior to May 1, 1987, or
- (b) receive a Surviving Spouse's benefit under the Company non-contributory pension plan as the Surviving Spouse of an employee
 - (1) who retired under the Company non-contributory pension plan on or after Aug. 1, 1974 and prior to May 1, 1987 on other than a deferred vested pension, from a group of employees designated by the Company as covered by the Program, and dies thereafter, or
 - (2) who died on or after Aug. 1, 1974, at a time when the employee is accruing continuous service in a group of employees designated by the Company as covered by the Program and after he or she has completed 15 years of continuous service;

provided, however, that you are not insured under any other group insurance plan or program providing hospital and medical coverage toward the cost of which the Company contributes and are a resident of the United States or Puerto Rico.

You are eligible to participate in the Optional Major Medical Benefits of the Program if you

- (a) are enrolled for the Hospital and Physicians' Services Benefits of this Program;
- (b) elected such coverage when you first become eligible, and
- (c) authorized deduction of premiums for such coverage from your pension or Surviving Spouse's benefit or, in the event your pension or benefit is insufficient to cover the premium, send a check or money order payable to Ispat Inland Inc. in care of the pension administrator, each quarter in an amount equal to three (3) times the monthly cost applicable to you; such payment is to be mailed to the pension administrator and must be received not later than the 10th day of the calendar quarter for which payment is due (Jan. 10, April 10, July 10, Oct. 10).

Monthly Cost

The Company pays the full cost of the Hospital and Physicians' Services Benefits of the Program. Retirees, eligible spouses, and surviving spouses pay a monthly premium for Optional Major Medical Benefits that is equal to 50% of the projected cost of these benefits (using reasonable trend rates and assumptions confirmed by an actuary designated by the Company), up to a designated maximum. The required monthly premium will also depend on whether the retiree, eligible spouse, or surviving spouse is eligible for Medicare or not.

The premium for Optional Major Medical Benefits coverage includes coverage for any eligible dependent children.

Monthly premiums may change on an annual basis. Notification of such change will be given to those enrolled for Optional Major Medical Benefits coverage.

If you or your spouse is totally disabled when Optional Major Medical Benefits coverage terminates under the Program, the benefit for that disability only will be paid through the portion of the 12-month period for which disability continues immediately following termination of coverage under the Program. All other charges will be covered through the Hospital and Physicians' Benefits portion of the Program for eligible retirees and surviving spouses.

Definition of Dependents

The term "dependents" includes only:

- (a) The spouse of a pensioner.
- (b) The pensioner's or surviving spouse's unmarried children under 19 years of age. Such children include (1) a blood descendent of the first degree, (2) a legally adopted child (including a child living with the adopting parents during the period of probation), (3) a stepchild residing in your household, or (4) a child permanently residing in the household of which you are the head and actually being supported solely by you, provided you are related to the child by blood or marriage or are the child's legal guardian.
- (c) The pensioner's or surviving spouse's children after attainment of age 19 but not beyond attainment of age 25, if, in addition to otherwise meeting the definition of dependent children as contained in (b), such dependent is a full-time student in a recognized course of study or training, not employed on a regular full-time basis, and not otherwise covered under any other employer group insurance or prepayment plan. Also, to be eligible for coverage as a dependent under this provision, the child must have been eligible for coverage as a dependent prior to attainment of age 19.
- (d) The pensioner's or surviving spouse's children after attainment of age 19, if, in addition to otherwise meeting the definition of dependent children as contained in (b), such child is incapable of self-support because of a disabling illness or injury that commenced prior to age 19 provided such child was eligible for coverage as a dependent prior to attainment of age 19.

To be eligible for dependent coverage, proof may be required that the dependent meets the requirements stated above. You will be required to complete and file with the claims administrator a Student Dependent Certification form each semester a dependent enrolls as a full-time student or a Disabled Dependent Certification form to qualify such dependents for coverage under the Program.

The term dependents does not include any person who, is covered under any other group insurance plan or program providing hospital and medical coverage toward the cost of which the Company contributes, is covered as a pensioner or surviving spouse under the Program, resides outside the United States or Puerto Rico, or is a dependent of an employee who retires on or after July 31, 1982 and who was a part-time participant as defined in the pension agreement under which he or she retired.

Enrollment and Effective Date of Coverage

You were enrolled in the Hospital and Physicians' Services Benefits parts of the Program at the time of your retirement from employment with the Company or at the time you began to receive a Surviving Spouse's benefit under the Company non-contributory pension plan.

You were enrolled in the Optional Major Medical Benefits part of the Program at the time of your retirement from employment with the Company but only if you elected such coverage. At the time you receive a Surviving Spouse's benefit, Optional Major Medical Benefit coverage will continue but only if it was elected by the pensioner at the time of retirement. If Optional Major Medical Benefit coverage was not elected by the pensioner at the time of retirement, you will not be eligible to enroll for this coverage at the time that you receive a Surviving Spouse's benefit.

Coverage of a pensioner or surviving spouse becomes effective on the first day of the month in which you commence to receive a pension under the Company pension plan, or if you are a surviving spouse, the first day of the month following the month in which your spouse died provided you make application for a Surviving Spouse's benefit within 90 days of the date of death of your spouse.

Coverage of a dependent becomes effective on the date your coverage becomes effective or the date you acquire such dependent.

If you have eligible dependents, you will be enrolled for dependent coverage. However, should you and your spouse both be eligible for coverage under the Program, or any other plan toward the cost of which the Company contributes, each will be enrolled for single coverage under the respective plan unless both choose to be covered under the Program or the other plan. In any event, any dependent children will be enrolled under the husband's coverage unless you and your spouse elect otherwise. Such an election may not be revoked within the first 12 calendar months following the month in which the election is made. In the event coverage of either you or your spouse is terminated, that individual and that individual's eligible dependents will be enrolled as dependents of the covered person.

Health Maintenance Organizations

You may, in certain geographical areas, be given the opportunity to elect health care coverage through a Health Maintenance Organization (HMO) or prepaid group practice plan in lieu of benefits under the Program. If this option is available, you will be furnished with descriptive material to enable you to make such election. This material will describe the nature of services provided, conditions pertaining to eligibility to receive such services, the services that are covered and those that are not, the procedures to follow to obtain such services, and the procedures for the review of claims for services which are denied in whole or in part.

In the event the cost of services provided through such alternatives exceeds the cost the Company would incur if you and your dependents were covered under the Program, you will be advised as to the amount of contribution, if any, required from you, which will upon authorization by you be deducted from your pension or Surviving Spouse's benefit.

Whether you elect services provided through such alternative or coverage under the Program, the provisions relating to effective date of coverage and eligibility as defined in the Program apply to you and your dependents.

You may elect to terminate coverage for yourself and your dependents under such alternative and be covered by the Program. Coverage under the Program will become effective on the first of the month following receipt of notification by the claim administrator that you want to terminate alternative coverage because you no longer reside in the geographical area serviced by the coverage alternative. If you wish to terminate alternative coverage for any other reason, coverage under the Program will become effective on Jan. 1 next following the date written notice is received by the claim administrator from you requesting termination of this coverage.

Change in Family Status

Prompt written notice of any change in your family status, such as marriage or divorce, birth of a child, marriage of any of your dependent children, or death of any dependent, should be sent to the claim administrator. When sending such notice, include complete information and copies of documents such as marriage certificates, birth certificates, divorce decrees, death certificates, etc., and include your full name and social security number.

If you are a pensioner enrolled for personal coverage only and thereafter marry or otherwise acquire a dependent, dependent coverage will become effective on the date you acquire the dependent, if you notify the claim administrator promptly. If you do not notify the claim administrator within 30 days after the date you acquire the dependent, you may be required to submit proof of such date.

Nonduplication (Coordination of Benefits)

The health care benefits provided under this Program will not be payable to the extent they are provided under any other group plan if the other plan

- (a) does not include a coordination of benefits or nonduplication provision, or
- (b) includes a coordination of benefits or nonduplication provision and is the primary plan as compared to the Program.

In determining whether the Program or another group plan is primary, the following will apply:

- (a) The plan covering the patient as a person in active employment or as a dependent of such person is the primary plan except that, if the person in active employment is the spouse of a pensioner and the patient is the pensioner or the dependent child of a pensioner, the Program will be primary when the other plan provides that the Program is primary.
- (b) Notwithstanding (a) above, if the parents of a dependent child are separated or divorced, benefit determination will be as follows:
 - (1) if there is a court decree which establishes financial responsibility for the medical expenses of such child, the benefits of a plan which covers the child as a dependent of the parent with such financial responsibility will be determined before the benefits of any other plan which covers the child as a dependent;
 - (2) if there is no court decree and the parent with custody of the child has not remarried, the benefits of a plan which covers the child as a dependent of the parent with custody will be determined before the benefits of a plan which covers the child as a dependent of the parent without custody;
 - (3) if there is no court decree and the parent with custody of the child has remarried, the benefits of a plan which covers the child as a dependent of the parent with custody will be determined before the benefits of a plan which covers that child as a dependent of the stepparent, but the benefits of a plan which covers that child as a dependent of the stepparent will be determined before the benefits of a plan which covers that child as a dependent of the parent without custody;
- (c) Where the determination cannot be made in accordance with (a) or (b) above, the plan which has covered the patient for the longer period of time is the primary plan.

In any case where the Program is determined to be secondary, benefits otherwise payable under the Program are reduced by benefits paid by the other plan.

As used herein, "group plan" means (a) any plan covering individuals as members of a group and providing hospital or medical care benefits or services through group insurance or a group prepayment arrangement, or (b) any plan covering individuals as employees of an employer and providing such benefits or services, whether on an insured, prepayment or uninsured basis.

For the purpose of this provision, the claims administrator may, without the consent of or notice to any person, release to or obtain from any insurance company or other organization or person any information which may be necessary regarding coverage, expenses, and benefits.

Any person claiming benefits under the Program must furnish the claims administrator such information as may be necessary for the purpose of administering this provision.

Right to Recovery

Individuals receiving benefits under the Program are required to subrogate their rights to payment of any reimbursements received as a result of an action against a third party. Any individual receiving benefits under the Program agrees that his or her rights to any recovery or payment personally or for the account of such individual (including any covered dependent) arising out of any legal action of settlement (other than claims against the retiree's, surviving spouse's, or dependent's personal coverage for which he/she pays premiums) thereof (including any settlement prior to the institution of legal action) are subrogated to the rights of the Plan as provided hereunder. By filing a claim, he/she acknowledges and agrees (for themselves and any covered dependents) that the right to subrogation of the Program is the right to be fully reimbursed for all payments paid by or on behalf of the Program, from the first dollar paid by any source or sources of any recovery (whether deemed for personal injury or reimbursement of medical payments for any other reason) up to and including the full extent of payments made or benefits provided by or on behalf of the Program, irrespective of whether any covered dependent has recovered for all or any part of his or her claim for personal injury or other damages and expenses arising therefrom or related thereto. He/she has the responsibility of (i) notifying the Program promptly upon making claim against any party for any personal injuries, damages or expenses related in any way to the subrogation rights provided hereunder or receiving any settlement, court decision or payment related to such claim and (ii) cooperating with the Program (including (a) promptly providing any information reasonably requested related to any such claim and (b) assisting the Program in perfecting its subrogation rights).

No-fault

The benefits otherwise payable under the Program will be offset by similar benefits payable for medical expenses or which would be payable upon timely and proper submission of claim (unless good and sufficient reason is shown for your inability to submit such claim or to have such claim submitted by someone else on your behalf) under any insurance policy, bond, fund, or other arrangement required by any motor vehicle insurance law requiring the provision of benefits for personal injury without regard to fault. The benefits of the Program will not be offset if the provisions of such law require that other insurance benefits be utilized before benefits are available pursuant to such law or you have obtained no-fault insurance at a lower cost because of your coverage under the Program.

Overpayments

In the event that an overpayment of any Program benefits occurs as a result of the application of the nonduplication, subrogation or no-fault provisions, the claim administrator will have the right to recover any payment already made which is in excess of its liability. You will be required to give any necessary authorization to permit deduction of any such overpayment from any amounts payable to you under the Company non-contributory pension plan. Whenever benefits which are payable under the Program have been provided under another group plan, the claim administrator may make reimbursement direct to the insurance or other organization providing benefits under the other group plan.

Termination of Hospital and Physicians' Services Coverage

Hospital and Physicians' Services coverage of a pensioner or an individual receiving a Surviving Spouse's benefit under the Company non-contributory pension plan terminates on the earliest of:

- (a) the day on which such person ceases to be eligible for coverage under the Program;
- (b) the end of the month in which notice from such person is received by the claim administrator requesting termination of coverage under the Program;
- (c) the day immediately preceding the date on which an individual receiving a Surviving Spouse's benefit under the Company non-contributory pension plan remarries.

Hospital and Physicians' Services coverage of a dependent of a pensioner or surviving spouse terminates on the earliest of:

- (a) the day immediately preceding the date such person ceases to be an eligible dependent except as provided in (b) below;
- (b) the end of the month in which a dependent child attains age 19 unless such dependent qualifies as a full-time student or is totally disabled; or
- (c) the date coverage terminates for the pensioner or surviving spouse except that coverage of a dependent continues until the end of three months following the month in which a pensioner or surviving spouse dies.

Termination of Optional Major Medical Coverage

Optional Major Medical Benefits coverage under the Program terminates on the earliest of:

- (a) the date Hospital and Physicians' Services Benefits coverage terminates;
- (b) the end of the month in which notice from the pensioner or surviving spouse is received by the claims administrator requesting termination of such coverage;
- (c) the end of the month for which you last paid the required monthly premium; or
- (d) the end of the month for any pensioner, surviving spouse, or dependent who reaches the maximum lifetime benefit of \$100,000.00.

Once you voluntarily terminate Optional Major Medical Benefits coverage, you will not have the opportunity to again enroll, except that if you voluntarily terminate such coverage because you are eligible for major medical coverage under any other employer's insurance program, you may again elect Optional Major Medical coverage provided you notify the claim administrator within 30 days of the termination of the other coverage.

Medicare

If you or a dependent of yours is, or upon proper application would be, entitled to Medicare Part A (Hospital Insurance) and Medicare Part B (Medical Insurance) by reason of attainment of age 65, disability, or end-stage renal disease, you or such dependent shall be considered to be so entitled on the first day on which you or such dependent is or upon proper application would become so entitled, whether or not proper application has been made or enrollment in Part A and B has been established.

Payment under the Program shall be the benefit which would otherwise be payable under the Program reduced by the amount of benefits which you or your dependent receives, or would receive upon proper application for Medicare Part A and B. In calculating Optional Major Medical Benefits under the Program, the reduction is applied to Covered Medical Expenses.

It is most important that when you or a dependent of yours approaches age 65 or becomes eligible by reason of disability or end-stage renal disease, you or such dependent enrolls in Medicare Parts A and B. Timely enrollment will avoid the loss of valuable protection against medical expenses. You must also advise the claims administrator of the effective date of Medicare coverage applicable to you or one of your eligible dependents. Failure to do so could result in overpayment of benefits that you would have to repay.

Any premiums paid by you or any of your eligible dependents for Medicare Part A or Part B will not be reimbursed by the Company.

Benefits While Traveling Outside of the United States or Puerto Rico

If you are hospitalized and/or treated by a physician while traveling outside the United States or Puerto Rico, you will probably be required to pay the provider for such services since hospitals and physicians in foreign countries generally do not accept assignments of benefits or Medicare. Be sure to obtain itemized receipts detailing the dates and types of services performed and the charges incurred. Such receipts are then to be submitted to the claim administrator for reimbursement on the same basis as if the expenses were incurred in the United States. If you are eligible for Medicare but Medicare benefits are not payable because Medicare does not cover care outside the United States (except for certain services incurred in Canada or Mexico), benefits will be provided under the Program as if you were not eligible for Medicare.

Continuous Service

Wherever the term “continuous service” is used in this booklet, it means your continuous service as determined for pension purposes under the Company pension plan applicable to you.

Medical Necessity

Health care benefits under the Program are payable only if the services rendered are medically necessary. Medically necessary means that the services and supplies provided are medically reasonable and necessary for the diagnosis or treatment of an illness or accidental injury and are given at the appropriate level of care. The fact that a procedure or level of care is prescribed by a physician does not mean that it is medically reasonable or necessary. In determining questions of reasonableness and necessity, due consideration shall be given to the customary practices of physicians in the community where the service is performed. Services which are not reasonable and necessary shall include, but are not limited to the following:

- (a) procedures that are experimental or of unproven or questionable current usefulness;
- (b) procedures which tend to be redundant when performed in combination with other procedures;
- (c) diagnostic procedures which are unlikely to provide a physician with additional information when they are used repeatedly;
- (d) procedures that are not ordered by a physician or that are not documented in timely fashion in the patient’s medical record; and
- (e) procedures performed in an inpatient setting which could be performed with equal safety and effectiveness in an outpatient setting or treatment which can be performed with equal efficiency and quality at a lower level of care.

State or Federal Laws

If any state or federal legislation shall be enacted to provide benefits similar to those described in this booklet, appropriate adjustments will be made in the provisions of the Program.

Full-time Students

In order for a dependent child to be eligible for benefits of the Program as after-time student after attainment of age 19, the child:

- (a) Must be under 25 years of age and otherwise meet the Program’s definition of a dependent child under 19 years of age;

- (b) Must not be employed on a regular full-time basis;
- (c) Must not be paid by another employer while in school at the request of that employer;
- (d) Must not be covered under any other employer group insurance or prepayment plan;
- (e) Must be enrolled full-time in a recognized course of study or training and in active full-time attendance at an institution such as
 - (1) High school or vocational school supported or operated by state or local governments, or by the Federal Government.
 - (2) State university or college, or community college.
 - (3) Licensed private school, college or university.
 - (4) Licensed technical school, nurses' training school, beautician school, automotive school, or similar training school; and
- (f) Must have been under age 19 when you were last enrolled in the Program and must have been eligible for coverage as a dependent immediately prior to attainment of age 19.

Since the determination of eligibility for benefits must necessarily be made at the time a claim for a covered service is made, eligible full-time students will not be formally enrolled or re-enrolled in the Program. Each semester, the Student Dependent Certification form must be completed and along with any supporting enrollment documents, forwarded to the claims administrator. A determination will then be made as to whether your dependent qualifies as an eligible full-time student under the Program. No dependent will be eligible for coverage as a full-time student until the Student Dependent Certification and form and supporting documentation is filed by you, each semester, and a determination on the dependents' status is made by the claims administrator.

The eligibility of a full-time student will continue during:

- (a) A regularly scheduled vacation period or between-term period as established by the institution. Work limited to such period is not considered employment on a regular full-time basis.
- (b) A period of absence from class due to disability for up to four months following the end of the month in which such disability occurred provided that the student continues to be disabled.

The student's eligibility will terminate at the end of the month in which full-time student status ends either by:

- (a) failure to return to class after a regularly scheduled vacation period or between-term period,
- (b) graduation or completion of the course,
- (c) other termination of full-time attendance at the institution, or
- (d) the end of the month in which the student attains age 25.

Disabled Children

In order for a dependent child to be eligible for health care benefits of the Program as a disabled child after attainment of age 19, the child:

- (a) Must otherwise meet the Program's definition of a dependent child under 19 years of age;
- (b) Must be incapable of self-support because of continuously disabling illness or injury which commenced prior to age 19;
- (c) Must be principally supported by you; and

- (d) Must have been under age 19 when you were last enrolled in the Program and must have been eligible for coverage as a dependent immediately prior to attainment of age 19.

If you believe that a dependent of yours meets the disability criteria above, you should obtain from the claims administrator the Disabled Dependent Certification form, complete it along with the dependent's attending physician, and return it to the claims administrator within 90 days of the date such dependent attains age 19. The form and any supporting information will be reviewed by the claims administrator and the Company to determine if such a dependent is eligible for benefits under the Program. You will be notified by the Company as to whether or not the dependent is eligible for benefit coverage under the Program as a disabled child. If eligibility is approved, you will be required, usually not more than once a year, to furnish the claims administrator satisfactory evidence to substantiate the continued eligibility of such a dependent for benefits under the Program.

How to File a Claim

Claims for services covered under the Program are to be submitted to the designated claims administrator and must be filed no later than December 31 of the calendar year following the year in which the service(s) was incurred. Ispat Inland claim forms are available from the claims administrator. A provider may on your behalf file a claim directly with the claim administrator.

To ensure prompt and accurate processing of your claim, note the following:

- (1) File a claim only when you have enough bills to satisfy the Program's deductible requirements.
- (2) Print legibly or type the information requested on the Ispat Inland claim form. Complete both sides, answer all questions, and sign the form.
- (3) Have your provider complete the "Provider's Statement" on the back of the claim form. Itemized bills may be attached if they include a valid and applicable current procedural terminology code (CPT code), facility revenue code or HCPCS code, diagnosis code, and the amount charged for each service.
- (4) File a separate claim for each patient.
- (5) Do not combine charges of different calendar years on the same claim form.
- (6) Keep copies of all bills, submitted claim forms, and explanation of benefit statements.
- (7) If you are enrolled in Medicare, or a claim for you or your dependent has been partially paid by another insurance plan, you must do the following:
 - (a) Complete an Ispat Inland claim form or have the provider submit a claim on an acceptable form for you.
 - (b) Attach a copy of the provider's bill that lists procedure or service codes, diagnosis, and amount charged.
 - (c) Attach a copy of your **Medicare Explanation of Benefits Statement**, or the other plan's explanation of benefits statement with your claim.
- (8) Send your completed form to the claim administrator at the address shown on the claim form.

If you file a claim in accordance with the provisions of the Program, you will receive an Explanation of Benefits (EOB) from the claims administrator who will tell you if your claim has been paid or denied or if additional information is needed. If additional information is requested, it is your responsibility to provide it, along with a copy of the EOB, to the claim administrator so that your claim can be processed with the additional information. If your claim is denied, the EOB will tell you the reason for the denial and how you can have the decision reviewed.

If you choose to have the denial reviewed, you, or your authorized representative, may file a request for review of benefits with the claims administrator. Under normal circumstances, a decision on your claim for benefits will be made within 90 days after receipt of your properly filed claim. However, in some cases more time might be needed to process your claim for benefits. If this happens, you will be notified that an additional 90-day processing period is required.

If your claim for benefits is denied, you will be notified in writing by the claims administrator. This written notice will tell you the reason for the denial, the provisions of the Program on which the denial is based, and what additional information is needed, if any, which could change the decision. The notice will also tell you how you can have the decision reviewed.

If you receive a written notice denying your claim for benefits, or if you have not heard anything within 90 days (180 days, if you received notice that an additional 90-day processing period was required) after you submitted your claim for benefits, you can have your claim reviewed. If you want your claim reviewed, you, or your authorized representative, must file a written request for review with the Plan Administrator within 60 days after you received the written notice of denial of your claim for benefits. If you did not receive a written notice of the denial of your claim for benefits, your written request for review must be filed within 60 days after the end of the 90-day period (180-day period if you were notified an additional 90-day processing period was required) after you filed your claim for benefits.

Under normal circumstances, the Plan Administrator will render a decision on your request for review within 60 days after receipt of your request for review. However, in some cases more time might be needed to process your request for review. If this happens, you will be notified that an additional 60-day processing period is required. If you do not receive a written decision on your request for review within the 60-day period (120 day period if you were notified an additional 60-day processing period is required) after receipt of your request for review, your claim shall be deemed denied.

No legal action may be commenced with respect to your claim for benefits later than one year after you originally filed a proper claim for benefits in accordance with this summary plan description. Further, you may not commence legal action with respect to a claim for benefits hereunder before you have exhausted these claim review procedures.

SECTION 5 – OTHER INFORMATION

Official Plan Documents

Your Summary Plan Description (SPD) is the official Program document which has been established pursuant to the Pensioners' and Surviving Spouses' Health Insurance Agreement dated Jan. 1, 1981, and subsequent amendments as agreed to, between Ispat Inland Inc. ("Company") and the United Steelworkers of America ("Union"). It is provided for informational purposes only and is not a contract of employment between the Company and you. It does not cover all provisions, limitations, and exclusions. There are official Program agreements (documents) that govern in all cases. These agreements which are included in the booklet and other documents which are not included, are incorporated herein by reference. If there is a conflict between the Program and/or the Agreement and your booklet (or any other description of the Program), the text of the Program and/or Agreement controls.

ERISA Information (Employee Retirement Income Security Act of 1974, as Amended)

The Program is a welfare benefit plan called the Ispat Inland Inc. Program of Hospital-Medical Benefits for Eligible Pensioners and Surviving Spouses.

The employer identification number assigned to Ispat Inland Inc. by the Internal Revenue Service is 36-1262880. The Plan Number assigned to the Ispat Inland Inc. Program of Hospital-Medical Benefits for Eligible Pensioners and Surviving Spouses is 501.

The Plan Administrator is the Ispat Inland Inc. Manager, Employee Benefits. The day-to-day operation of the Program is handled by the claims administrator.

The Plan Administrator has the responsibility to the Program to make and enforce any necessary rules for the Program, and to interpret the Program provisions uniformly for all pensioners and surviving spouses. If it is necessary for you to communicate with the Plan Administrator or appeal a claim, you submit written comments or requests to the Plan Administrator, in care of Ispat Inland Inc. at the following address:

Manager, Employee Benefits
Ispat Inland Inc.
3210 Watling St.
East Chicago, IN 46312

The records of the Program are kept on the basis of a plan year, which is the 12-consecutive-month period beginning each Jan. 1.

The Corporate Secretary of Ispat Inland Inc. is the designated agent for the service of legal process.

The Corporate Secretary's address is:

Corporate Secretary
Ispat Inland Inc.
3210 Watling St.
East Chicago, IN 46312

Service of legal process may also be made upon the Company.

Statement of ERISA Rights

As a participant in the Program, you are entitled to certain rights and protections under ERISA. ERISA provides that all participants shall be entitled to:

- (a) Examine without charge, at the Plan Administrator's office (and at other specified locations, such as work sites and union halls), all Program documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Program with the U. S. Department of Labor, such as detailed annual reports and Plan descriptions.
- (b) Obtain, upon written request to the Plan Administrator, copies of all Program documents and other Program information, including insurance contracts and collective bargaining agreements, and copies of the latest annual report and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Program's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Program. The people who operate the Program, called "fiduciaries" of the Program, have a duty to do so prudently and in the interests of you and other Program 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 benefits under the Program or exercising your rights under ERISA. If your claim for a 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 claim reviewed and your claim reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan 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. If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this summary or your rights under ERISA, you should contact the nearest Area Office of the U. S. Department of Labor Management Service Administrator, Department of Labor.

COBRA

The Program offers you and your family the opportunity for a temporary extension of medical coverage at group rates in certain instances where coverage would otherwise end. This is called COBRA continuation coverage. You must pay the cost of this coverage.

As an employee of the Company covered by the program, you have the right to elect COBRA continuation coverage if you lose your group health coverage because of:

- (a) a reduction in your hours of employment,
- (b) layoff, or
- (c) the termination of your employment (for reasons other than gross misconduct on your part).

Your covered dependents also have the right to choose COBRA continuation coverage if they lose group health coverage under the program for any of the following reasons:

- (a) you die; or
- (b) you retire without retiree health care coverage; or
- (c) your employment is terminated (for reasons other than gross misconduct) or you experience a reduction in the number of hours you work; or
- (d) you divorce; or
- (e) your child ceases to be qualified as an eligible dependent; or
- (f) you become eligible for Medicare.

Under COBRA continuation coverage, you or members of your family have the responsibility to inform the Plan Administrator within 60 days of a divorce or a child losing dependant status under the Program. The Company has the responsibility to notify the claims administrator of your death, termination of employment, reduction in hours or Medicare eligibility.

When the Plan Administrator is notified that one of these events has happened, he or she will in turn notify you and your qualified beneficiaries, such as your covered dependents and spouse, of your right to elect COBRA continuation coverage. You have at least 60 days from the date you would lose coverage because of one of the events described above to inform the claims administrator that you want COBRA continuation coverage.

If you elect COBRA continuation coverage, you are entitled to coverage which, as of the time coverage is being provided, is identical to the coverage provided under the Program to similarly situated employees or family members.

If you lost group health coverage under the program because of a termination of employment or reduction in hours, you may generally participate in COBRA continuation coverage for up to 18 months after your termination or reduction in hours.

It is important to remember that if your coverage is being continued because of a leave of absence, a layoff, or a disability, this continuation is used as part of your allowable COBRA coverage. For example, if you are eligible to continue your benefits under COBRA for a maximum of 18 months and the Company pays for the first 6 months of continued coverage, you can continue your coverage, at your own expense, under COBRA for an additional 12 months.

If you are disabled and become eligible for COBRA continuation coverage either through termination or a reduction in scheduled work hours, you are eligible for COBRA continuation coverage for up to 29 months from the date of your qualifying event.

If your dependents lose coverage under the program because of your death, your entitlement for Medicare, a divorce, or because a child is no longer an eligible dependent under the Program, they may generally participate in COBRA continuation coverage for up to 36 months after the event that caused them to lose coverage.

In addition, if certain events occur within 18 months after the date of an initial termination or reduction in hours, your qualified dependents will be eligible to elect COBRA continuation coverage up to 36 months from the date of the initial termination or reduction in hours if any of the following events occur:

- (a) you die;
- (b) you become entitled to receive Medicare;
- (c) you are divorced;

- (d) your dependent ceases to be an eligible dependent under the program; or
- (e) your employment is terminated following an earlier reduction in hours.

COBRA continuation coverage may be cut short for any of the following reasons:

- (a) the company no longer provides group health coverage to any of its employees;
- (b) the premium for COBRA continuation is not paid;
- (c) the covered individual becomes covered under another group health plan that does not provide for a pre-existing condition; or
- (d) the covered individual becomes entitled to Medicare.
- (e) if you were disabled at the time you became eligible for COBRA, the date on which you are no longer disabled with respect to the extended coverage.

You and your qualified beneficiaries do not have to show proof of insurability to choose COBRA continuation coverage. You will have to pay the entire cost for COBRA continuation coverage.

When you become eligible for COBRA coverage, more specific information will be provided.

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Recent changes in Federal Law may effect your health coverage if you are enrolled or become eligible to enroll in health coverage that excludes coverage for pre-existing medical conditions.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits the circumstances under which coverage may be excluded for medical conditions present before you enroll. Under the law, a pre-existing condition exclusion generally may not be imposed for more than 12 months (18 months for a late enrollee). The 12-month (or 18 month) exclusion period is reduced by your prior health coverage. You are entitled to a certificate that will show evidence of your prior health coverage. If you buy health insurance other than through an employer group health plan, a certificate of prior coverage may help you obtain coverage without a pre-existing condition exclusion. Contact your State insurance department for further information.

For employer group health plans, these changes generally take effect at the beginning of the first plan year starting after June 30, 1997. For example, if your employer's plan year begins on January 1, 1998, the plan is not required to give you credit for your coverage until January 1, 1998.

You have the right to receive a certificate of prior health coverage back to July 1, 1996 if you were covered under your employer's plan as of that date. You may need to provide other documentation for earlier periods of health care coverage. Check with your new plan administrator to see if your new plan excludes coverage for pre-existing conditions and if you need to provide a certificate or other documentation of your previous coverage.

To get a certificate, contact the medical claims administrator.

The certificate must be provided to you promptly. Keep a copy of this completed form. You may also request certificates for any of your dependents (including your spouse) who were enrolled under your health coverage.

Women's Health and Cancer Rights Acts of 1998

In compliance with Title IX, the Women's Health and Cancer Rights Act, added to ERISA by the 1998 Omnibus Budget Bill, requires plans that provide medical and surgical benefits with respect to mastectomies also cover reconstructive surgery. A group health plan generally must, under federal law, make available the following services complementing medical and surgical benefits for a mastectomy that is covered under the plan:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of mastectomy.

The extent to which any of these items is appropriate following mastectomy is a matter to be determined by consultation between the attending physician and the patient. All relevant plan provisions regarding annual deductibles, coinsurance, and copayments apply to these services.

Mental Health Parity Act (MHPA)

Through the MHPA, the United States Department of Labor mandated that lifetime and annual dollar limits for mental health benefits be the same as other health care benefits. Effective Jan. 1, 1998, there are no separate dollar limits for mental health. Mental health benefits are now subject to the lifetime benefit dollar maximum of the Plan.

The requirements of this Act do not apply to the treatment of substance abuse and chemical dependency.

Newborn's and Mother's Health Protection Act (NMHPA)

The United States Department of Labor enacted the NMHPA effective Jan. 1, 1998. The act requires that a mother and newborn can remain in the hospital for at least 48 hours following a vaginal delivery and 96 hours following a cesarean delivery. However, the mother can choose early discharge if approved by the attending physician.

Pensioners' and Surviving Spouses'

Health Insurance Agreement

Between

Ispat Inland Inc.

and the

United Steelworkers of America

Effective August 1, 1999

Agreement

Agreement dated August 1, 1999 between Ispat Inland Inc. (the "Company") and the United Steelworkers of America (the "Union").

Definitions

Wherever used herein

- (a) "Pensioner" means an individual who retired under the Company non-contributory pension plan, on other than a deferred vested pension, on or after Aug. 1, 1974 and prior to May 1, 1987 from one of the bargaining units in Exhibit A, and at the time of retirement had 15 or more years of continuous service.
- (b) "Surviving Spouse" means an individual who is receiving a Surviving Spouse's benefit under the Pension Agreement effective Aug. 1, 1999 between the Company and the Union by reason of the death of a person (hereinafter "Decedent") who at the time of death was in or retired from one of the bargaining units in Exhibit A.
- (c) "Pensioners' and Surviving Spouses' Health Insurance" means the Program of Hospital-Medical Benefits (hereinafter "Program") established by this Agreement and described in the booklet adopted by the parties which constitutes a part of this Agreement as though incorporated herein.
- (d) "Prior Program" means the Program of Hospital and Physicians' Services Benefits which was established by an Agreement dated August 1, 1993 between the Company and the Union.

Pensioners' and Surviving Spouses' Health Insurance

The Program shall be applicable to Pensioners and Surviving Spouses in accordance with the provisions of this Agreement, subject to the following provisions:

- (a) Except as provided in (b) and (c) below, in no event shall any benefit provisions of the Program be applicable (i) to any period prior to August 1, 1999, nor (ii) to any part of a period of continuous hospitalization or skilled nursing facility care which commenced prior to the later of August 1, 1999 or the effective date of coverage under the Program.
- (b) The benefits of the Prior Program shall be applicable to any occurrence prior to August 1, 1999, subject to any occurrence prior to August 1, 1999, subject to all of the provisions of the Prior Program, except that to the extent hospital and physicians' services benefits related to such occurrence are payable for a period extending beyond July 31, 1999, the benefits otherwise payable shall be conformed to the benefits provided under the Program, and will be payable for the period provided under the Program reduced by the amount of or the period for which benefits were paid prior to August 1, 1999.
- (c) Optional Major Medical Benefits will be payable for any part of a continuous period of hospitalization that extends beyond the effective date of coverage under this Program if the person confined was covered under the Prior Program as of July 31, 1999 and the Pensioner or Surviving Spouse enrolls for Optional Major Medical Benefits.

Cost of Benefits

The cost of the Hospital and Physicians' Services Benefits under the Program shall be paid by the Company, except in the event services are provided through an HMO and the cost of those services exceeds the cost the Company would incur if you and your dependents were covered under the Program, you will be advised as to the amount of contribution, if any, required from you.. The cost of the Optional Major Medical Benefits under the Program should be paid in part by the Pensioners and Surviving Spouses who elect such coverage as provided in the Program.

Requirements of Law

It is intended that the provisions for the insurance benefits which shall be included in the Program shall comply with and be in substitution for the provisions for similar benefits which are or shall be made by any applicable law or laws. Where, by agreement, certain benefits under the Program are provided under law rather than under the Program, the Company will pay any direct contribution required of any pensioner or surviving spouse by law on account of such benefits, except as otherwise provided in the Program with respect to the Medicare Part B premium. The Company shall, after consultation with the Union, reduce the benefits of the Program to the extent that benefits provided under any law would otherwise duplicate any of the Program benefits.

Administration of the Program

The Program shall be administered by the Company or through arrangements provided by it. Any contracts entered into by the Company with respect to the benefits of the Program shall be consistent with this Agreement and shall provide benefits and conditions conforming to those set forth in this document.

Continuation of Coverage

Any Pensioner or individual receiving a Surviving Spouse's benefit who shall become covered by the Program established by this Agreement shall not have such coverage terminated or reduced (except as provided in this Program) so long as the individual remains retired from the Company or receives a Surviving Spouse's benefit, notwithstanding the expiration of this Agreement, except as the Company and the Union may agree otherwise.

Term of this Agreement

This Agreement shall become effective as of August 1, 1999 and shall remain in effect until December 31, 2004 and thereafter subject to the right of either party on 120 days written notice served on or after September 3, 2004 to terminate this Agreement.

ISPAT INLAND INC.

/s/

William P. Boehler

Director, Industrial Relations

UNITED STEELWORKERS OF AMERICA

/s/

Thomas Hargrove President

EXHIBIT A

Bargaining Units Covered By Insurance Agreement

Following are the groups of employees, and their locations, in bargaining units to which the Insurance Agreement is applicable.

Production and Maintenance Employees

Indiana Harbor Works, East Chicago, Indiana

Inland Lime and Stone Company, Port Inland, Michigan

Inland Steel Container Company, Alsip, Illinois*; Cleveland, Ohio;

Greenville, Ohio; New Orleans, Louisiana.

Iron Mining Department, Jackson County Iron Company, Black River Falls, Wisconsin; and Ispat

Inland Mining, Virginia Minnesota.

Vessel Department, East Chicago, Indiana

* Includes also guards and clerical and technical employees.