

AMENDMENT

POLICYHOLDER: Wilmington Trust National Association

GROUP: BorgWarner Inc.

ACCOUNT/GROUP NUMBER: 04612A

EFFECTIVE DATE OF THIS AMENDMENT: January 1, 2021

ISSUE DATE: January 6, 2021

As of the Effective Date of this Amendment, the Policy specified above is amended by the provisions shown below:

As of the effective date of this Amendment, all references to "Employee & Employer" within the Policy will now be replaced by "Member & Group".

As of the effective date of this Amendment, CN001 is NULL and VOID and is replaced with CN002.

The following page attached to this Amendment is added to the policy:

POL686

The pages in List A are replaced in the policy by the pages in List B that are attached to this Amendment.

List A

HP-POL418
HP-POL421

List B

HP-POL688
HP-POL691

CIGNA HEALTH AND LIFE INSURANCE COMPANY


Anna Krishtul, Corporate Secretary



Edwina Bulat, Registrar

ACCEPTED BY:

Group Representative

Title

Date

THE INSURANCE SCHEDULE (Continued)

<u>GROUP POLICY(IES)</u>		<u>MEMBER CLASS</u>	
<u>Certificate Number</u>	<u>Policy(ies)</u>	<u>Eligible Members</u>	<u>Effective Date</u>
CN002	Medical Benefits Abroad®	Each Member as reported by class to the Insurance Company by the Group	01/01/2021

PREMIUMS

PREMIUM PAYMENT. The first premium will be due on the Effective Date. After that, premium will be due annually unless the Group and the Insurance Company agree on some other method of premium payment. The Group and the Insurance Company may agree to change the method of premium payment from time to time. Premiums are payable in U.S. dollars at the Home Office of the Insurance Company or to an authorized agent of the Insurance Company.

PREMIUM DUE DATE. After the Effective Date, the Premium Due Date will be the Premium Statement Date indicated below. The Anniversary Date will be 12 months from when the Policy becomes effective. If the Group and the Insurance Company agree that premiums will be paid on a monthly, quarterly, semiannual or annual basis, the Premium Due Date will be at the appropriate regular interval, monthly, quarterly, semiannual or annual. Premiums must be received at the Home Office or by an authorized agent of the Insurance Company on the Premium Due Date or the Policy will be cancelled except as set forth in the Grace Period.

PREMIUM STATEMENT. A Premium Statement will be prepared as of the Premium Due Date. This Premium Statement will show the premium due. If premiums are due monthly, quarterly, semiannually or annually, a Premium Statement will be prepared as of the Premium Statement Date, for the time from the previous Premium Statement Date, to the next Premium Due Date.

This Premium Statement will reflect any pro rata premium charges and credits due to changes in the number of weeks of travel and changes in insurance amounts that took place since the previous Premium Statement Date.

SIMPLIFIED ACCOUNTING. To simplify the accounting process, premium adjustments will be made on the monthly, annual, semiannual or quarterly Premium Statement Date that is the same as or next follows the date that:

- A person becomes insured.
- The amount of insurance on a person changes, but not due to a revision of The Schedule.
- A person ceases to be insured.
- The number of weeks of travel changes.

PREMIUM RATE FOR MEDICAL BENEFITS ABROAD®. The premium rate for Medical Benefits Abroad® is determined by written agreement between the Group and Cigna Health and Life Insurance Company.

Premium is calculated based on the estimated weeks of travel and plan options chosen by the Group. If the Insurance Company determines that the actual number of weeks of travel is materially different than estimated, the Insurance Company may adjust the premium accordingly.

CHANGE IN METHOD OF PREMIUM PAYMENT. If premiums are to be paid other than monthly, the method of calculation is the same. However, the rate for each class is first changed to quarterly, semiannual or annual rates by multiplying them by 2.9852, 5.9557 or 11.8227, respectively. All results are taken to the nearest cent. If the Group and the Insurance Company agree to a change in the method of premium payment or to a change in the Anniversary Date, a pro rata adjustment will be made in the premium due.

CHANGES IN PREMIUM RATES. Any premium rate may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No such change will be made until 12 months after the Effective Date. An increase will not be made more often than once in a 12-month period. If an increase in premium rates takes place on a date that is not a Premium Due Date, a pro rata premium will be due on the date of the increase. The pro rata premium will apply for the increase from the date of the increase to the next Premium Due Date. If a decrease in premium rates takes place on a date that is not a Premium Due Date, a pro rata credit will be granted. The pro rata credit will apply for the decrease from the date of the decrease to the next Premium Due Date.

The Insurance Company may change rates immediately if, following the latter of the effective date or renewal date, the enrolled population either increases or decreases by 15% or more.

The Insurance Company may change rates immediately if, following the latter of the effective date or renewal date:

- a change in weeks of travel which would require a change of 15% more or less in the premium with respect to any Group;
- if the Group fails to provide sufficient information, as required by the Insurance Company to confirm adequacy of premiums currently being paid; or
- any reinsurance obtained by the Insurance Company in connection with underwriting or renewal of the Policy is terminated for any reason, or if its cost increases by 15% or more, or the Insurance Company's retention increases by 15% or more.

As of any Anniversary Date after the Policy has been in force for 12 months, the Insurance Company may grant a credit in such amount as it may determine, based on experience. The experience under this Policy may be combined with the experience under other contracts issued by the Insurance Company or its affiliates and covering the Group or its Members.

The Insurance Company may change rates immediately if, in its opinion, its liability is altered by any change in state or federal law or by a revision in the insurance under the Policy. Any such change in rates will take effect on the effective date of the change in law or change in the insurance.

PREMIUM EXCLUSIVE OF INDIRECT TAXES. All fees charged by the Insurance Company are exclusive of any applicable indirect taxes which are the liability of the Group, including but not limited to value-added tax, goods and services tax, sales or use tax, or other similar taxes. If Insurance Company determines it is required to collect and remit any such taxes on the Group's behalf, Insurance Company will include such charges in the manner and at the rate prescribed by law.

OTHER PROVISIONS

ENTIRE CONTRACT. The entire contract will be made up of the Policy, and all subsequent versions of the Policy, the trust participation agreement and the certificate and the applications, if any, of the Members.

POLICY CHANGES. Changes may be made in the Policy only by amendment signed by the Group and by the Insurance Company acting through its President, Vice President, Secretary, or Assistant Secretary. No agent may change or waive any terms of the Policy.

STATEMENTS NOT WARRANTIES. All statements made by the Group or by an insured Member will, in the absence of fraud, be deemed representations and not warranties. No statement made by the Group or by the Member to obtain insurance will be used to avoid or reduce the insurance unless it is made in writing and is signed by the Group or the Member and a copy is sent to the Group, the Member or his Beneficiary.

NOTICE OF CLAIM. Written notice of claim must be given to the Insurance Company within 30 days after the occurrence or start of the loss on which claim is based.

If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

CLAIM FORMS. When the Insurance Company receives the notice of claim, it will give to the claimant, or to the Group for the claimant, the claim forms it uses for filing proof of loss. If the claimant does not get these claim forms within 15 days after the Insurance Company receives notice of claim, he will be considered to have met the proof of loss requirements if he submits written proof of loss for Emergency Medical Illness and Injury Benefits within one year (365 days) after the date of loss. This proof must describe the occurrence, character and extent of the loss for which claim is made.

PROOF OF LOSS. Written proof of loss must be given to the Insurance Company for Emergency Medical Illness and Injury Benefits within one year (365 days) after the date of the loss for which claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible.

PHYSICAL EXAMINATION. The Insurance Company, at its own expense, will have the right to examine any person for whom claim is pending as often as it may reasonably require.

LEGAL ACTIONS. No action at law or in equity will be brought to recover on the Policy until at least 60 days after proof of loss has been filed with the Insurance Company. No action will be brought at all unless brought within 3 years after the time within which proof of loss is required by the Policy.

TIME LIMITATIONS. If any time limit set forth in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity is less than that permitted by the law of the state in which the Member lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

CERTIFICATES. The Insurance Company will issue to the Policyholder for delivery to each insured Member an individual certificate. The Group will be responsible for distributing the certificates to its Members. The certificate will show the benefits provided under the Policy. It will set forth any changes in benefits due to age and to whom benefits will be paid. Nothing in the certificate will change or void the terms of the Policy.

COMPLIANCE. The Insurance Company's products and services may not be available in all jurisdictions and are expressly excluded from this Policy where prohibited by applicable law, including but not limited to, anti-corruption laws and economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control.

HOME COUNTRY COVERAGE. The Group certifies that all Member travelers to be covered under this Policy have comprehensive medical benefits in their country of permanent assignment in compliance with applicable laws and regulation, or if applicable, such Members maintain government sponsored comprehensive medical benefits. The Group certifies that this coverage is not a substitute for such medical benefits in the Member's country of permanent assignment, and that expenses for medical services incurred in a Member's country of permanent assignment are not covered under this Policy.

MULTIPLE INTERNATIONAL COVERAGES. The Group certifies that the covered persons are only covered under one international Policy offered by the Insurance Company. The Group certifies that a covered person cannot have coverage under another international Policy offered by the Insurance Company.

NON-COMPLIANCE WITH POLICY REQUIREMENTS. Any express or implied waiver by the Insurance Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Insurance Company to enforce any Policy provision will not be a waiver or amendment of that provision.

WORKERS COMPENSATION INSURANCE. This Policy is not in lieu of and does not affect requirements for coverage under any Workers' Compensation law. The Insurance Company reserves the right to coordinate benefits and subrogate against any workers compensations claims.