

Electrical  
Insurance  
Trustees

**Retirement  
Health Reimbursement  
Account for  
Communication  
Participants**

## ABOUT THIS BOOKLET

EIT and your Board of Trustees make every effort to provide you with the highest quality benefit package available. We are pleased to announce that effective July 1, 2005 individual participant accounts in the Additional Security Benefit Plan (“ASB Plan” or “Plan”) were converted to individual participant accounts in the Electrical Insurance Trustees Retirement Health Reimbursement Account Plan for Communication Participants (“Retirement HRA”). The Retirement HRA is designed to help you stretch your retiree health care dollar by offsetting the cost of qualified medical expenses with tax-free money.

This is a Summary Plan Description (SPD) which will help you to understand the important features of the Retirement HRA and explain how it will work for you. To understand the Plan, you must read this whole booklet. This booklet also serves as the official Plan document. If you need more information, you may examine copies of the collective bargaining agreement and other related documents at the Fund Office.

The Trustees reserve the right to change, amend or end the Plan at any time for any reason. The Trustees want to assure you that your personal information will be kept private. The information will only be disclosed to appropriate parties as required by the operation of the Plan, such as to determine Plan eligibility, benefit eligibility, process claims, set contribution rates or to occasionally monitor the performance of claims administrators.

Benefits provided by the Retirement HRA are contingent upon the continuation of the Plan by the Trustees and upon the financial adequacy of your individual account to which employer contributions are made. The Plan is financed by hourly contributions made by participating employers to your individual account in the Retirement HRA.

Please review the information in this booklet carefully and share it with your family. If you have any questions about these changes, please call the Fund Office at 312-782-5442. Staff members are available Monday through Friday, 8:30 a.m. until 4:30 p.m. to assist you.

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## What is a Retirement HRA?

A Retirement HRA allows employers to provide their employees with tax-free money to help them pay for qualified medical expenses incurred during retirement. The Retirement HRA is allowed under Section 213(d) of the Internal Revenue Code, which defines what expenses are considered qualified and can be paid out of the Retirement HRA account.

## Who is Eligible?

You are eligible to participate in the Retirement HRA if you had a balance in your ASB Plan account that converted to a Retirement HRA account on July 1, 2005. You are also eligible to participate in the Retirement HRA if you are a Communication participant working for a participating employer. Your participation begins on the first day your employer contributes to your Retirement HRA account.

## How the Retirement HRA Works

Your employer will contribute to your Retirement HRA account on an ongoing basis. The hourly contribution rate is established by the Communication Agreement.

Your Retirement HRA will grow through employer contributions and investment earnings. Your Retirement HRA account will become available to reimburse qualified medical expenses once you attain normal retirement age and have ceased industry employment. Qualified retiree medical expenses include COBRA premiums, co-payments, deductibles and premiums for health care coverage. Retirees over age 65 can use their Retirement HRA account to cover premiums for Medicare Parts A, B and the new Part D or a Medicare Advantage Plan. Other eligible expenses are listed on page 3 of this booklet.

### *Funding the Retirement HRA*

Your employer will contribute the established benefit rate for each hour worked. The Retirement HRA contribution rate is established under the Communication Agreement. Retirement HRAs do not permit employee contributions, so you will not be able to contribute to the Retirement HRA yourself.

### *Investment Earnings*

The Trustees have chosen the Northern Trust Company to manage the assets of the Retirement HRA. You will receive quarterly statements showing employer contributions, investment earnings and the current balance of your Retirement HRA account.

## ***An Example of How Your Retirement HRA Account May Grow***

Your Retirement HRA account is intended to grow through employer contributions and investment earnings. Below are two examples that further illustrate the potential growth of your Retirement HRA account based on certain assumptions. Note that these assumptions may not be realized.

### ***Growth Through Employer Contributions***

The example below is based on the former ASB Plan employer contribution of \$.77 for each hour you work.

<b>Your Account Grows Through Employer Contributions</b>				
<b>Number of Years Worked</b>	<b>Hours Worked per Year</b>	<b>Employer Contribution</b>	<b>Annual Contribution</b>	<b>Total Employer Contributions</b>
1	1,800	\$.77	\$1,386	\$1,386
5	1,800	\$.77	\$1,386	\$6,930
10	1,800	\$.77	\$1,386	\$13,860
15	1,800	\$.77	\$1,386	\$20,790
20	1,800	\$.77	\$1,386	\$27,720

### ***Growth Through Investment Earnings***

The example below demonstrates how your Retirement HRA account might grow when you factor in investment earnings, at varying annual rates of return of, 3%, 5% and 7%. For purposes of this example, we'll assume the same employer contributions as shown above.

<b>Your Account Also Grows Through Investment Returns</b>				
<b>Year</b>	<b>0%</b>	<b>3%</b>	<b>5%</b>	<b>7%</b>
5	\$6,930	\$7,556	\$7,999	\$8,465
10	\$13,860	\$16,338	\$18,251	\$20,401
15	\$20,790	\$26,520	\$31,335	\$37,142
20	\$27,720	\$38,323	\$48,033	\$60,622

# When Retirement HRA Funds Become Available

## *Qualified Retiree Medical Reimbursement*

When you reach normal retirement age, the funds in your Retirement HRA account become available to pay for qualified retiree medical expenses allowable under section 213(d) of the Internal Revenue Code and which are not paid by any other health care coverage you may have. To be eligible to retire, you must have ceased industry employment and be age 62 or older.

Retirement HRA distributions will be made on a quarterly basis. Distributions will be made directly to the participant upon receipt of a completed claim application and an itemized receipt for qualified medical expenses.

## *What Are Eligible Qualified Retiree Medical Expenses?*

Generally, qualified retiree medical expenses are determined by federal law, which can be found in IRC Section 213(d). Currently, eligible medical expenses and over-the-counter drugs include:

<b>Examples of Eligible Medical Expenses</b>		
<ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Ambulance</li> <li>• Blood tests and transfusions</li> <li>• Cardiographs</li> <li>• Convalescent home (for medical treatment only)</li> </ul>	<ul style="list-style-type: none"> <li>• Dental treatment</li> <li>• Diagnostic fees</li> <li>• Doctor services</li> <li>• Eyeglasses</li> <li>• Guide dog</li> <li>• Hearing aids</li> </ul>	<ul style="list-style-type: none"> <li>• Psychoanalyst</li> <li>• Radium therapy</li> <li>• Vaccines</li> <li>• Vitamins (if prescribed)</li> <li>• Wheelchair</li> <li>• X-rays</li> </ul>
<b>Examples of Eligible Over-the-Counter Drugs</b>		
<ul style="list-style-type: none"> <li>• Antacids</li> <li>• Allergy medicines</li> <li>• Cold medicines</li> <li>• Anti-diarrhea medicine</li> </ul>	<ul style="list-style-type: none"> <li>• Sinus medicine</li> <li>• First aid creams</li> <li>• Calamine lotion</li> <li>• Antibiotic ointments</li> </ul>	<ul style="list-style-type: none"> <li>• Suppositories for hemorrhoids</li> <li>• Sleep aids</li> <li>• Motion sickness pills</li> </ul>

## ***What Are Ineligible Qualified Retiree Medical Expenses?***

Under IRC Section 213(d), you are not eligible to use your Retirement HRA for several services. These include:

<b>Examples of Ineligible Medical Expenses</b>		
<ul style="list-style-type: none"><li>• Athletic club membership</li><li>• Commuting expenses of a disabled person</li><li>• Cosmetic surgery</li></ul>	<ul style="list-style-type: none"><li>• Life insurance premiums</li><li>• Special foods and beverages</li></ul>	<ul style="list-style-type: none"><li>• Stop smoking programs</li><li>• Weight loss programs</li></ul>

For a complete list of eligible and ineligible expenses, refer to IRS Publication 502. You can order the publication by calling 1-800-829-3676 or view it online at [www.irs.gov/pub/irs-pdf/p502.pdf](http://www.irs.gov/pub/irs-pdf/p502.pdf).

## ***What if I Am Disabled?***

Disabled participants who have received a disability award from the Social Security Administration may use their Retirement HRA account for qualified medical expenses that are not covered under any other health care plan.

# When Coverage Ends

## 1. *If You Die*

If you die while working for a participating employer or after you have retired, your surviving spouse will be able to use the remaining balance in your Retirement HRA Account for his/her (and any of your eligible dependents') qualified medical expenses as allowed under Section 213(d) of the Internal Revenue Code.

If on the date of your death you are not married, or if your surviving spouse dies, any remaining balance in your Retirement HRA Account can be used by your eligible dependent survivors for their qualified medical expenses as allowed under Section 213(d) of the Internal Revenue Code. In this case, if there is more than one eligible dependent survivor, the remaining balance in your Retirement HRA Account will be divided equally based on the number of eligible dependent survivors.

If you die, or your surviving spouse dies, without any eligible dependent survivors the remaining balance in your Retirement HRA Account will be forfeited.

Eligible dependent survivors include your:

- Ⓔ Lawful spouse,
- Ⓔ Natural born unmarried children under age 19, or under age 23 if a full-time student,
- Ⓔ Unmarried stepchildren under age 19, or under age 23 if a full-time student,
- Ⓔ Adopted children or children placed in your home for legal adoption under age 19, or under age 23 if a full-time student, and
- Ⓔ Children ages 19 and older if physically or mentally disabled.

- 2. *If the Retirement HRA is terminated or is amended so that you or your eligible dependents are no longer eligible to participate; or***
- 3. *The funds in your Retirement HRA Account are depleted.***



# Definitions

For purposes of the Retirement HRA, the following terms mean:

**“Children”** means anyone of the following individuals:

- (a) your legitimate child born of a valid marriage or your natural child who is not a legitimate child born of a valid marriage;
- (b) a child, under age 19 you legally adopt or who is placed in your home pending legal adoption; or
- (c) a stepchild, which means a child of your current spouse who, prior to your marriage, was born to your spouse.

**“Dependent”** means anyone of the following individuals:

- (a) Your lawful spouse.
- (b) Your unmarried child, provided that your child
  - (i) is dependent on you for at least one-half of his or her support;
  - (ii) lives with you for at least one-half of the calendar year; and
  - (iii) is less than 19 years old or, if at least 19 but less than 23 years old, the child is a registered full-time student in an accredited secondary school, college, university, vocational or technical school.
- (c) Your unmarried child who does not live with you, provided that
  - (i) your child does not provide more than one-half of his or her own support;
  - (ii) your child is your legitimate child born of a valid marriage;
  - (iii) your child is in the custody of his or her other parent, from whom you are divorced or legally separated; and

- (iv) under a domestic relations order or a written agreement with the child's custodial parent, you are entitled to claim the child as a dependent for income tax purposes.

- (d) Your unmarried child who does not live with you, if the Plan is required by a Qualified Medical Child Support Order (“QMCSO”) to consider that child as an eligible dependent. Any benefits paid by the Plan pursuant to a QMCSO, in reimbursement of expenses paid by the child's custodial parent or legal guardian, shall be paid to the child's custodial parent or legal guardian.
- (e) Your unmarried disabled child, provided that your child
  - (i) is dependent on you for at least one-half of his or her support;
  - (ii) lives with you for at least one-half of the calendar year; and
  - (iii) is 19 years or older and became disabled prior to age 19. For purposes of this paragraph, “disabled” means that the child is unable to engage in any gainful activity by reason of a medically determinable physical or mental impairment that is expected to result in death or last for a continuous period of 12 months or more. The Trustees may require you to furnish proof of the child's continued disability from time to time, but not more often than once in a 12 month period. Coverage will terminate if the Trustees determine, based upon medical evidence, the child is no longer disabled or if the child does not undergo an examination or furnish proof required by the Trustees.

# Other Plan Provisions

## *Nonalienation of Benefits*

No benefit under the Retirement HRA shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Retirement HRA shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Retirement HRA becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Retirement HRA, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Retirement HRA, then such benefit shall cease and terminate in the discretion of the Trustees, and they may hold or apply the same or any part thereof to the benefit of any eligible dependent of such person, in such manner and proportion as they may deem proper. Notwithstanding the foregoing, the Retirement HRA will recognize an order from a court of competent jurisdiction which divides a participant's Retirement HRA Account in the event of divorce.

## *Mental or Physical Incompetency*

If the Trustees determine that any person entitled to payments under the Retirement HRA is incompetent by reason of physical or mental disability, they may cause all future payments due to such person to be made to any other person for his/her benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Trustees from further liability.

## *Inability to Locate Payee*

If the Trustees are unable to make payment to any participant or other person to whom a payment is due under the Retirement HRA because they cannot ascertain the identity or whereabouts of such participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such participant or other person as shown on the records of the Retirement HRA), such payment and all subsequent payments otherwise due to such participant or other person shall be forfeited seven (7) years after the date such payment first became due.

## *COBRA Provisions*

The Trustees' current interpretation of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) relating to continuation coverage is that the provisions of COBRA do not apply to the Retirement HRA. A qualifying event under COBRA does not end a participant's entitlement to benefits under the Retirement HRA to the extent of the participant's Retirement HRA Account balance so that there is no loss of coverage as defined under the provisions of COBRA. Upon the participant's death, eligible surviving dependents continue to be eligible to receive reimbursement of qualified medical expenses, to the extent of the participant's remaining Retirement HRA Account balance.

# Claims Procedures

## Filing Claims

When you submit your Application for Distribution form, it should be completed fully, following the instructions printed on the form. Failure to do so may delay payment or result in denial of benefits. To make sure you receive all the benefits you are entitled to, you should keep copies of bills or receipts for supplies, as well as those for hospitalization and treatment. If all charges are not detailed on the request form, attach an itemized statement. After completing all necessary forms, mail your claim to the Fund Office.

The following time frames apply to claims processing.

A claim for reimbursement of retiree medical expenses must be decided within 30 days after it is received (up to a 15 day extension). Any other claim under the Retirement HRA must be decided within 90 days after it is received (up to a 90 day extension).

In some cases more time may be needed to process your claim. If this happens, you'll be notified that an additional processing period is required. The circumstances requiring the extension, any information needed to make a claim acceptable and the date by which the Retirement HRA expects to make a decision (indicated as extensions above), will be included in the notification and you will be given up to 45 days to provide any missing information. If your claim involves medical judgment, the Plan must consult with a health care professional. You or your beneficiary may always examine materials related to a claim, such as the Plan's official documents.

Please note that claims must be filed within one year of the date they are incurred or reimbursement will be denied.

## Appealing Denied Claims

If your claim is denied, in whole or in part, you may appeal the denial. You will receive a written notice explaining why and on which specific Plan provisions the claim has been denied. The notice also will explain how to file an appeal. You must file an appeal by writing to the Trustees within 180 days after a denial of a health care claim or within 60 days after a denial of all other claims. You may choose to name a representative to handle your appeal. Appeals are decided by the Trustees who did not conduct the initial review of your claim. Decisions on appeals will be made under the following procedures.

The appeal of a claim for reimbursement of retiree medical expenses must be decided within 60 days after it is received (no extension) and within 60 days of an appeal of any other claim under the Retirement HRA (up to a 60 day extension). The Trustees' decision on an appeal is final. The decision shall include:

- ⓔ The specific reason or reasons for the denial;
- ⓔ The specific Plan provisions on which the denial is based;
- ⓔ A statement that, upon request and free of charge, you will be provided reasonable access to, and copies of, all information relevant to your claim; and
- ⓔ A statement of your right to bring a civil action under Section 502(a) of ERISA.

Besides having the right to appeal, you or your authorized representative can examine any documents, records and other information relevant to your denied claim. You can also submit, in writing, reasons why you think the claim should not be denied. If your claim for benefits is denied, you can file suit in a state or federal court.

# Plan Information

## *Plan Name*

The official name of the Plan is the “Electrical Insurance Trustees Retirement Health Reimbursement Account for Communication Participants”. This summary describes the health care benefits provided by the Plan.

## *Plan Administrator and Sponsor*

The Plan Administrator controls and manages the operation and administration of the Plan. The administrator and sponsor of the Plan is:

Electrical Insurance Trustees  
221 North LaSalle Street, Suite 200  
Chicago, IL 60601-1214  
312-782-5442

## *Employer Identification Number*

The employer identification number is 36-1033970.

## *Plan Number*

The Plan number is 513.

## *Agent for Legal Process*

The agent for service of legal process concerning the Plan is:

Sean P. Madix  
Fund Administrator  
221 North LaSalle Street, Suite 200  
Chicago, Illinois 60601-1214

Service may also be made on the Board of Trustees or an individual Trustee at the addresses listed under “Trustees.”

## *Trustees*

The Trustees who authorize the Plan benefits have authority to:

- ⓔ resolve questions concerning the Plan,
- ⓔ make rules to implement the Plan,
- ⓔ construe the Plan terms, and
- ⓔ determine when Plan benefits will be paid.

As of July 1, 2005, the Trustees are as follows:

### *Employer Trustees*

William T. Divane, Jr.  
Divane Bros. Electric Company  
2424 North 25th Avenue  
Franklin Park, Illinois 60131-3323  
847-455-7143

Thomas C. Halperin  
Commercial Light Co.  
245 Fencil Lane  
Hillside, Illinois 60162-2001  
708-449-6900

Kenneth Bauwens  
Jamerson & Bauwens  
Electrical Contractors, Inc.  
3055 MacArthur Blvd  
Northbrook, Illinois 60002  
847-291-2000

Michael R. Walsdorf  
Advent Systems, Inc.  
435 West Fullerton Avenue  
Elmhurst, Illinois 60126-1404  
630-279-7171

Kevin O’Shea  
Shamrock Electric Co., Inc.  
1281 East Brummel Avenue  
Elk Grove Village, Illinois 60007  
847-593-6070

### ***Union Trustees***

Michael Fitzgerald  
Michael J. Caddigan  
Lawrence Crawley  
Samuel Evans  
James North

Local Union 134 I.B.E.W.  
600 West Washington Boulevard  
Chicago, Illinois 60661-2490  
312-454-1340

### ***Future of the Plan***

Although the Trustees intend to continue the Plan indefinitely, the Trustees reserve the right to amend or terminate the Plan at any time and from time to time for any reason in their sole and unrestricted discretion. Changes may be made retroactively, if necessary, to qualify or maintain the benefits under the Internal Revenue Code or the Employee Retirement Income Security Act of 1974 (ERISA). If the Plan is amended or is terminated, you may not receive benefits as described in this booklet. However, you may be entitled to receive different benefits, or benefits under different conditions.

### ***Discretion of Trustees and the Fund Administrator***

The Trustees and the Fund Administrator have full discretion in determining any and all questions related to the Plan, the fund or the operation of the Plan. This discretion also applies to:

- Ⓔ any claim for benefits,
- Ⓔ the construction of the language or meaning of the rules and regulations adopted by the Trustees,
- Ⓔ this Summary Plan Description, and
- Ⓔ any writing concerned with or provided in connection with the operation of the Plan.

The good faith decision of the Trustees or the Fund Administrator is binding upon anyone dealing with the Plan or claiming any benefit under the Plan. Benefits will be paid only when the Trustees or persons delegated by them to make such decisions decide, in their sole discretion, that the participant is entitled to benefits under the terms of the Retirement HRA.

### ***Plan Funding***

Coverage for you and your dependents under the Plan is paid for by contributions from the participating employers. The amount of the contribution is established by the applicable collective bargaining agreement. Assets are held in trust by the Trustees and disbursed by them.

### ***Plan Year***

The Plan year begins on July 1 and ends on the following June 30.

### ***For More Information***

All questions and requests for information should be sent to the Trustees at the following address:

Attention: Fund Administrator  
221 North LaSalle Street, Suite 200  
Chicago, Illinois 60601-1214

You may also call (312) 782-5442 for more information.

# Your Rights Under ERISA

As a participant in the Electrical Insurance Trustees Retirement Health Reimbursement Account for Communication Participants, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to the following rights:

## ***Receive Information about Your Plan and Benefits***

You may examine, free of charge, all documents governing the Plan including insurance contracts, collective bargaining agreements and the latest annual report (Form 5500 Series). These documents are available at the Plan administrator's office and at other specified locations. The annual report is also filed with the U.S. Department of Labor and is available at the Public Disclosure Room of the Employee Benefit Security Administration.

You may obtain copies of all documents governing the operation of the Plan, including updated Summary Plan Descriptions by writing to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

You may also receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

## ***Prudent Actions by Plan Fiduciaries***

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for operating the Plan. These people are called "fiduciaries" of the Plan. They have a duty to act prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit to which you are otherwise entitled or from exercising your rights under ERISA.

## ***Enforcement of Your Rights***

If your claim for a benefit is denied, in whole or in part, the Plan Administrator must give you a written explanation of the reason for the denial, and you can obtain copies of documents relating to the decision, without charge. You also have the right to have the Plan Administrator review and reconsider your claim, all within certain defined time schedules.

Under ERISA, there are steps you can take to ensure the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If your claim for benefits is denied or ignored, in whole or in part, you may file suit in a state or federal court. You may also file suit in a federal court if you disagree with a decision, or the lack of a decision, concerning the qualified status of a medical child support order. If 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 (for example, if the court finds your claim is frivolous), it may order you to pay these costs and fees.

### ***Assistance with Your Questions***

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries, Employee Benefits Security Administration (EBSA),

U.S. Department of Labor  
200 Constitution Avenue N.W.  
Washington, D.C. 20210

EBSA's regional office is located at 200 West Adams, Suite 1600, Chicago, IL 60606, and its telephone number is (312) 353-0900.

You may also find answers to your Plan questions, your rights and responsibilities under ERISA and a list of EBSA field offices by contacting the EBSA:

- ☎ By calling 866-444-3272;
- ☎ Sending electronic inquires to [www.askebsa.dol.gov](http://www.askebsa.dol.gov); or
- ☎ Visiting the Web site of the EBSA at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

