

# **EIT Benefits**

Electrical Insurance Trustees (EIT Benefit Funds) is pleased to provide you with this Summary Plan Description (SPD or handbook) describing the health care and welfare benefits available to eligible participants as of January 1, 2008.

The SPD provides information about the plan provisions governing your health care benefits — including eligibility, coverage levels and plan guidelines. Consider this SPD, which is available in print and online at www.fundoffice.org, to be your primary reference guide for your benefits — the first place to turn when you have a question about your benefits or your rights as a plan participant.

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# **About this Handbook**

This Summary Plan Description (SPD or handbook) explains how you become eligible for coverage and how coverage can be lost and describes the health care and welfare benefits available as of January 1, 2008 to participants in the Electrical Insurance Trustees (EIT) Health & Welfare Plan that applies to you. To understand the plan, you must read the whole SPD. This SPD also serves as the official plan document, and supersedes and replaces any prior SPD and Summaries of Material Modification previously provided by EIT for the plans of benefits described in it. If you need more information, you may examine copies of the applicable collective bargaining agreement and other related documents at the Fund Office.

The benefits and other principal provisions described in this handbook are effective only if you are eligible for coverage, become covered and remain covered according to the provisions of the applicable benefit plan.

Benefits are contingent upon the financial adequacy of the plan to which employer contributions are made. Benefits under the plan will be paid only when the Trustees, or persons delegated by them to make such decisions, decide in their sole discretion, that the participant or beneficiary is entitled to benefits under the terms of the plan. The Trustees have the authority and unconditionally reserve the right, in their sole and unrestricted discretion, to change, amend or end the plan at any time, or from time to 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 and benefit eligibility, process claims, set contribution rates or to occasionally monitor the performance of the claims administrators.

#### **Overview of the Handbook**

This handbook is designed to help you understand how your benefits work. It is divided into sections describing each benefit plan, as shown in the table of contents. For details about a specific plan, refer to that section. There, you'll find another table of contents to help you find what you're looking for in that section.

#### If You Have Questions

If you have questions about the information in this handbook, contact the claims administrators for the plans in question or call the Fund Office at 1-312-782-5442.

See the *Contact Information* section of this handbook for claims administrator names and other contact information.



#### Health Care Benefits

Benefits as of January 1, 2008 include:

- Medical
- Behavioral Health/Substance Abuse
- Prescription Drug
- Dental
- Vision

*Disability Benefits (not available for Participatory Plan participants)* Benefits as of January 1, 2008 include:

- Short-Term Disability
- Long-Term Disability

#### Insurance Benefits\*

Benefits as of January 1, 2008 include:

- Basic Life Insurance (formerly called Death Benefits)
- Accidental Death & Dismemberment (AD&D)
- Insurance benefits for Participatory Plan participants include Basic Life Insurance and Accidental Death benefits.

Each benefit is described in this handbook. The handbook also includes important information regarding:

- What to do when certain family/life or job changes occur,
- Eligibility for benefits,
- How to file a claim under the benefit plans, and
- Certain legal rights you have as a plan participant.

### If You Need Help Understanding this Handbook

This handbook contains a summary of your plan rights and benefits under the EIT Health & Welfare Plan that applies to you. If you have difficulty understanding any part of this handbook, contact the Fund Office. You may also call the claims administrators for the individual plans of benefits for assistance (see the *Contact Information* section of this handbook for claims administrator names and other contact information).



# What Happens If...

EIT benefits are designed to help and support you during family/life and job changes, expected and unexpected. This section gives you information on your benefits and outlines the steps you should take when certain events occur.

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# Family/Life Changes

This section describes what you should do if you experience family or life changes such as getting married, becoming a parent, becoming disabled — or in the event you or your covered dependent loses eligibility or dies.

## If I Marry

#### **Health Care**

In the case of a marriage, you may want to add dependents to your health care coverage, such as your new spouse and any stepchildren. If your spouse is already covered as a participant under the plan, he or she can be covered as a dependent, too. (See "Participation" in the *Health Care* section for more information about eligibility requirements for you and your dependents.)

Contact the Fund Office to make benefit changes and provide the following documentation or information as applicable:

Eligible Dependents	What You Must Do to Add Dependents
Lawful spouse	<ul> <li>You must provide:</li> <li>A copy of the marriage certificate, which has been certified by the state in which you were married.</li> <li>A certified copy of your spouse's birth certificate, his or her Social Security number, and all insurance information to assist in the coordination of benefits.</li> </ul>
Unmarried stepchildren under the age of 19	<ul> <li>See "Participation" in the <i>Health Care</i> section for details about eligibility requirements for dependent children.</li> <li>To enroll eligible new dependents, you must:</li> <li>Provide a certified copy of the child's birth certificate and a letter from you requesting coverage for the stepchild.</li> <li>Include information on any other health care coverage the child has, including the policyholder's name and Social Security number, policy name, policy number and mailing address. If there is no other health care coverage, indicate this in your letter.</li> </ul>

#### Important Note!

If both you and your spouse are covered as participants, you both may cover your eligible dependents under the plan. However, your and your dependents' health care coverage will be coordinated so the plan won't pay more than 100% of the covered expenses for services and supplies.

Eligible Dependents	What You Must Do to Add Dependents
Unmarried children under the age of 23 if full-time students	In addition to the documentation noted above, if your new dependent is age 19 through age 22 and a full-time student, you must provide verification of student status and full-time enrollment every term, semester, trimester, etc. Verification includes a letter from the school's Registrar's office indicating full-time student status and dates of the term. (Eligibility continues for 120 days after the last day of full-time attendance.)
	<b>Note:</b> Health care coverage under the plan ends on the dependent's 23 <sup>rd</sup> birthday regardless of full-time student status. See "Participation" in the <i>Health Care</i> section for details about eligibility requirements for dependent children.
Children ages 19 and older if physically or mentally disabled	In addition to the documentation noted above, if your new dependent is age 19 or older and disabled, you will have to provide proof of disability (based on medical evidence) and financial dependence. You have 31 days before your child turns age 19 (or age 23 if covered as a full-time student) to apply for continuation of dependent benefits. Proof of disability and financial dependence may also be requested on an ongoing basis. See "Participation" in the <i>Health Care</i> section for more
	information about dependent benefits for physically or mentally disabled children and the definition of disabled.

If both you and your spouse are covered as participants, you both may cover your eligible dependents under the plan. However, your and your dependents' health care coverage will be coordinated so the plan won't pay more than 100% of the covered expenses for services and supplies.

#### Life Insurance and AD&D Benefits

You may wish to contact the Fund Office to update your beneficiary designation for your Life Insurance and AD&D benefit coverage. Your beneficiary designation applies to both the Basic Life Insurance and the AD&D accidental death benefit. You may change your beneficiary at any time by filing a new beneficiary designation form with the Fund Office. Forms must be received by the Fund Office during your lifetime in order to be valid.

#### Retirement

#### EIT Employees' Retirement Plan

Your new spouse may be entitled to a benefit under this plan when you die. Contact the Fund Office to add your spouse to their benefit records.

# If I Legally Separate or Divorce

If you get divorced or legally separated, contact the Fund Office to make benefit changes or update your beneficiary forms.



#### You Are Responsible...

If you do not notify the Fund Office of your divorce or legal separation and the plan pays benefits for an ineligible dependent, you *must* reimburse the plan for any such benefits paid.

#### Health Care

The health care coverage of your ex-spouse and any stepchildren will end at the time of your divorce or legal separation. Upon termination of coverage, your ex-spouse and stepchildren will be notified of their COBRA rights.

A Qualified Medical Child Support Order (QMCSO) may be required to document your responsibility for medical coverage of your eligible dependent children. If a court order says you are responsible for medical coverage, be sure to notify the Fund Office.

It is your responsibility, as the participant, to provide the Fund Office with a copy of the final entered Order of Dissolution of marriage. If you do not notify the Fund Office of your divorce or legal separation and the plan pays benefits for an ineligible dependent (e.g., an ex-spouse or stepchild) you must reimburse the plan for any such benefits paid. See "Overpayment" in the *Health Care* section.

# If I Become a Parent

Family leave benefits may be available during and after a pregnancy or adoption. If you do not provide notice, your coverage would end 100 days after your last day of full-time employment. For more information, see "Family Medical Leave Act (FMLA)" in the *Health Care* section.

#### **Health Care**

Contact the Fund Office to add your new dependent for health care coverage. You will need to provide the following information as applicable:

Eligible Dependents	What You Must Do to Add Dependents
Natural born unmarried children under the age of 19	Provide a certified copy of the birth certificate or paternity test. These documents must list the eligible participant as one of the biological parents.
Adopted children (or children placed in your home for legal adoption) under the age of 19	Provide a finalized copy of the adoption papers (in English) or an interim order through the courts.

If both you and your spouse are covered as participants, you both may cover your eligible dependents under the plan. However, your dependents' health care coverage will be coordinated so the plan won't pay more than 100% of the covered expenses for services and supplies.

#### Life Insurance and AD&D Benefits

You may wish to contact the Fund Office to update your beneficiary designation for your Life Insurance and AD&D benefit coverage. Your beneficiary designation applies to both the Basic Life Insurance and the AD&D accidental death benefit. You may change your beneficiary at any time by filing a new beneficiary designation form. Forms must be received by the Fund Office during your lifetime in order to be valid.

# If My Dependent Loses Eligibility

#### **Health Care**

You should contact the Fund Office to notify them that your dependent is going to lose eligibility for health care coverage due to:

- Reaching age 19 (or age 23 if he or she is a full-time student living with you and financially dependent on you),
- Loss of student status after reaching age 19,
- Marriage, or
- Your divorce or legal separation.

You can also obtain information from the Fund Office on COBRA continuation of coverage procedures and costs.

#### Divorce or Legal Separation

Ex-spouses and stepchildren who are no longer eligible for health care coverage because of divorce or legal separation may be able to continue such coverage through COBRA for up to 36 months from the date on which coverage ends.

Notify the Fund Office of the family status change. Once health care coverage is terminated, your ex-spouse and stepchildren will receive COBRA information, including COBRA procedures, necessary forms and costs.

It is your responsibility, as the participant, to provide the Fund Office with a copy of the final entered Order of Dissolution of marriage. If you do not notify the Fund Office of your divorce or legal separation and the plan pays benefits for an ineligible dependent (e.g., an ex-spouse or stepchild) you must reimburse the plan for any such benefits paid. See "Overpayment" in the *Health Care* section.

## If I Become Disabled

#### **Health Care**

If you become disabled as a result of an accident or injury while an active employee, you may be entitled to receive a benefit from the plan. You or your beneficiary must notify the Fund Office of your disability.

Your health care coverage will be continued as described below:

• If you become disabled, your health care coverage will continue for up to 14 weeks, provided you are receiving weekly short-term disability benefits or Workers' Compensation.

#### Important Note!

If you do not notify the Fund Office of your divorce or legal separation and the plan pays benefits for an ineligible dependent, you *must* reimburse the plan for any such benefits paid.



After the 14-week period ends, you may continue to be eligible for an additional 104 weeks of coverage if you have been a participant for at least one year before your disability began — and you provide proof of continued disability to the Trustees.

You may also be eligible for COBRA continuation coverage when your health care coverage would otherwise end. In the event of a disability, COBRA coverage may be continued for up to a total of 29 months. See "Continuing Coverage" in the *Health Care* section for more information.

#### **Disability**

To file a claim for disability benefits, contact the Fund Office for a claim form and all disability procedures to follow. See "Filing a Claim" in the *Disability* section for more information on how to collect your benefits.

#### Life Insurance and AD&D Benefits

If you become totally and permanently disabled while an active employee under age 70, you may convert your Basic Life Insurance benefit to a series of 114 monthly installments.

You may be required to provide proof of disability (including your Social Security award) within one year after it begins. You may be required to provide proof of continuing disability at any time during the first two years, and once a year thereafter. Installment payments will stop if you fail to furnish satisfactory proof of your disability.

#### Retirement

#### EIT Employees' Retirement Plan

You may be eligible for a disability pension if your employment ends because of a disability that begins after you have at least five years of eligibility service. Contact the Fund Office to apply for disability benefits and to see if you qualify for a disability pension.

#### If I Have a Workers' Compensation Claim...

If you become disabled because of an *occupational* injury or illness, your health care and welfare benefits will continue during your disability for up to 14 weeks. To continue coverage you must have filed a claim with your employer and Workers' Compensation. If you are still disabled after 14 weeks, you may be eligible for up to an additional 104 weeks of coverage if:

- You have been a participant in the plan for at least one year before your disability began, and
- You provide the Trustees with proof of continued disability. Contact the Fund Office for the necessary application form.

**Note:** Claims must be filed within 365 days of the last day worked. Claims filed after 365 days will not be accepted and no eligibility credit will be provided.

Applying for Social Security Benefits...

Be sure to apply for Social Security disability benefits by contacting the Social Security Administration at 1-800-772-1213.

# lf I Die

#### **Health Care**

If you die, your surviving spouse will remain eligible for health care coverage for 360 days, whether or not he or she is entitled to Medicare. Your eligible dependent children will also remain eligible for health care coverage for 360 days. If your child stops attending school during this time, he or she is eligible for 120 days of health care coverage from the last day of full-time attendance (not to exceed a total of 360 days or past his or her 23<sup>rd</sup> birthday).

Your spouse and eligible dependent children may then apply for and continue health care coverage under COBRA for up to 36 months by paying the applicable premium. See "Continuing Coverage" in the *Health Care* section for more information about COBRA.

#### Life Insurance and AD&D Benefits

Your designated beneficiary must notify the Fund Office of your death and obtain a claim form for your Basic Life Insurance benefits. The claim form must be completed and filed with the Fund Office within 365 days of the date of your death. The Trustees may require your beneficiary to submit additional information to the Fund Office.

You or your designated beneficiary must also contact the Fund Office to obtain a claim form in the event you need to file an accidental death or dismemberment claim. The claim form must be completed and returned within 90 days of the date of the accident or death. You or your designated beneficiary may also be asked to supply other information as requested.

#### Retirement

#### EIT Employees' Retirement Plan

If you die before pension payments begin, your spouse may be eligible for a monthly benefit from the Retirement Plan. To apply for pension benefits, your spouse may contact the Fund Office for benefit forms. He or she may be asked to supply evidence of age and any other additional information, such as a death certificate.

Your beneficiary should contact the Fund Office for more information.

# If My Dependent Dies

If a covered dependent dies, you should consider the following:

- Cancel dependent health care coverage, if appropriate.
- Update your beneficiary designations for Life Insurance and AD&D coverage.





# **Job-Related Changes**

This section describes what you should do if you experience jobrelated changes such as becoming a new participant, being laid off, ending employment, or retiring.

# If I'm a New Participant

#### **Health Care**

You are eligible for benefits beginning the 91<sup>st</sup> day of full-time employment.

When you receive your insurance acknowledgement, you will be asked to submit a certified copy of your birth certificate.

# You cannot be covered as both a participant *and* a dependent child under the plan.

Once you are eligible for benefits, you can also choose to cover your dependents. Eligible dependents and the documentation or information you must provide include:

Eligible Dependents	What You Must Do to Add Dependents
Lawful spouse	<ul> <li>You must provide:</li> <li>A copy of the marriage certificate, which has been certified by the state in which you were married, and</li> <li>A certified copy of the spouse's birth certificate, his or her Social Security number, and all insurance information to assist in the coordination of benefits.</li> </ul>
Natural born unmarried children under the age of 19	See "Participation" in the <i>Health Care</i> section for details about eligibility requirements for dependent children. To enroll natural born children, you must provide a certified copy of the birth certificate or paternity test. These documents must list the eligible participant as one of the biological parents.
Unmarried stepchildren under the age of 19	<ul> <li>To enroll stepchildren, you must:</li> <li>Provide a certified copy of the child's birth certificate and a letter from you requesting health care coverage for the stepchild.</li> <li>Include information on any other coverage the child has, including the policyholder's name and Social Security number, policy name, policy number and mailing address. If there is no other coverage, indicate this in your letter.</li> <li>See "Participation" in the <i>Health Care</i> section for details about eligibility requirements for dependent children.</li> </ul>

#### Important Note!

If both you and your spouse are covered as participants, you both may cover your eligible dependents under the plan. However, your and your dependents' health care coverage will be coordinated so the plan won't pay more than 100% of the covered expenses for services and supplies.

Eligible Dependents	What You Must Do to Add Dependents
Adopted children (or children placed in your home for legal adoption) under the age of 19	Provide a finalized copy of the adoption papers (in English) or an interim order through the courts.
Unmarried children under the age of 23 if full-time students	In addition to the documentation noted above, if your dependent child is age 19 through age 22 and a full-time student, you must provide verification of student status and full-time enrollment every term, semester, trimester, etc. Verification includes a letter from the school's Registrar's office indicating full-time student status and dates of the term. (Eligibility continues for 120 days after the last day of full-time attendance.)
	<b>Note:</b> Health care coverage stops on the dependent's 23 <sup>rd</sup> birthday regardless of full-time student status.
	See "Participation" in the <i>Health Care</i> section for details about eligibility requirements for dependent children.
Children ages 19 and older if physically or mentally disabled	In addition to the documentation noted above, if your dependent child is age 19 or older and disabled, you will have to provide proof of disability (based on medical evidence) and financial dependence. You have 31 days before your child turns age 19 (or age 23 if covered as a full- time student) to apply for continuation of dependent benefits. Proof of disability and financial dependence may also be requested on an ongoing basis. See "Participation" in the <i>Health Care</i> section for more information obset dependent benefits for physically or
	information about dependent benefits for physically or mentally disabled children and the definition of disabled.

If both you and your spouse are covered as participants, you both may cover your eligible dependents under the plan. However, your and your dependents' health care coverage will be coordinated so the plan won't pay more than 100% of the covered expenses for services and supplies.

#### Disability

You are eligible for benefits beginning the 91<sup>st</sup> day of full-time employment.

Dependents are not eligible for disability benefits. You are automatically the beneficiary of any disability benefits.

#### Life Insurance and AD&D Benefits

You are eligible for benefits beginning the 91<sup>st</sup> day of full-time employment.

Dependents are not eligible for Life Insurance and AD&D benefits.



#### Designating a Beneficiary

Designate your beneficiaries for any Life Insurance or AD&D benefits by completing and returning the proper designation form. Your beneficiary designation applies to both the Basic Life Insurance and the AD&D accidental death benefit. (Under the AD&D plan, benefits for accidental injury/dismemberment are paid to you.)

Beneficiary designation forms are available by contacting the Fund Office. You may change your beneficiary at any time by filing a new beneficiary designation form. Forms must be received by the Fund Office during your lifetime in order to be valid.

#### Retirement

#### EIT Employees' Retirement Plan

Contact the Fund Office or refer to the *EIT Employees' Retirement Plan Summary Plan Description* for information about this plan.

# If I'm Laid Off

#### **Health Care**

You may apply for COBRA continuation of coverage. For more information, see "Continuing Coverage" in the *Health Care* section.

#### Life Insurance and AD&D Benefits

You may apply for Life Insurance conversion.

#### Retirement

#### EIT Employees' Retirement Plan

Contact the Fund Office or refer to the *EIT Employees' Retirement Plan Summary Plan Description* for information about this plan.

### If I Terminate Employment

#### **Health Care**

If you terminate your employment with a contributing employer, your benefit coverage will end. However, you may be able to continue your health care benefit coverage — medical, prescription drug, dental, orthodontic, vision and hearing aid — for yourself and your eligible dependents for a limited period of time under COBRA. See "Continuing Coverage" in the *Health Care* section.

When your or your covered dependent's health care coverage under the plan ends, you will receive a certificate of prior health coverage. Show this to your new employer to avoid a loss of coverage and/or pre-existing conditions limitations.

#### Disability

Disability coverage will end 100 days after your last day of full-time employment.

#### Life Insurance and AD&D Benefits

Life Insurance and AD&D coverage will end 100 days after you terminate employment. However, you may have the option to convert your Basic Life Insurance benefit to an individual life insurance policy. Contact the Fund Office for more information.

#### Retirement

#### EIT Employees' Retirement Plan

Contact the Fund Office or refer to the *EIT Employees' Retirement Plan Summary Plan Description* for information about this plan.

### **If I Retire**

#### **Health Care**

Your and your eligible dependents' health care benefits may be continued after you retire. You (and your eligible dependents) are eligible for retiree health care benefits if:

- You meet each of the following criteria:
  - You are receiving a benefit from and have ten years of eligibility service under either the EIT Employees' Retirement Plan or the I.B.E.W. Local 134 Staff Plan (or both),
  - Your employer continues to make contributions on your behalf, and
  - You have been covered as an active employee under this plan throughout the two years before your retirement - OR -
- You have at least 30 years of credited service and are receiving a benefit under the EIT Employees' Retirement Plan — or beginning on or after July 1, 2006, you have a combined total of at least 30 years of credited service under Pension Plan No. 2 and eligibility service earned under Pension Plan No. 2 solely from your employment as a union business representative or apprentice school teacher or apprentice school administrator.

Unless you retire on a disability pension, you are not eligible for retiree health care benefits until you reach age 62. If you remain in active employment when you reach age 65, generally you will be eligible for the same benefits as you were before age 65.

**Note:** If you retire at age 60 and meet the qualifications above, you are eligible for COBRA coverage for 18 months. You can then request interim coverage, which extends your coverage for up to six months (you pay the full cost of the coverage). This interim coverage will take you to age 62, at which time you would be eligible for retiree coverage (see "Retiree Health Care Benefits" in the *Health Care* section). You must contact the Fund Office to request interim coverage.

#### Medicare

If you are retired, under age 65 and eligible for retiree health care, your age 65 (or older) covered spouse *must* be enrolled in Medicare Part A and Part B in order to receive health coverage under your EIT Plan.

If you are retired and eligible for retiree health care, you also *must* enroll in Medicare Part A and Part B at age 65.



#### Other Things to Consider

Contact the Social Security Administration at 1-800-772-1213 at least three months before you plan to retire to apply for Social Security and Medicare Benefits.



Disability

Your disability benefits will end upon your retirement.

Life Insurance and AD&D Benefits

Your Life Insurance and AD&D benefits also will end upon your retirement. However, you may have the right to convert your Basic Life Insurance benefit to an individual life insurance policy when you retire. Contact the Fund Office for more information.

Retirement

#### EIT Employees' Retirement Plan

Contact the Fund Office or refer to the EIT Employees' Retirement Plan Summary Plan Description for information about this plan.



# **Health Care**

The Health & Welfare Plan provides you with comprehensive health care coverage that gives you and your eligible family members protection against the financial impact of covered medical, dental and other health care expenses.

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# **Participation**

This section describes how you and your eligible dependents can participate in health care benefits, including who is eligible, when health care coverage begins, maintaining health care coverage and when health care coverage ends.

# **Participant Eligibility**

You are eligible for health care coverage under the plan beginning on the 91<sup>st</sup> day of full-time employment. When you receive your insurance acknowledgement, you will be requested to submit a copy of your birth certificate.

# **Dependent Eligibility**

You can also choose to cover your eligible dependents for health care benefits under the plan. Eligible dependents and required documentation include the following. (See the "Definition of Dependent" and "Definition of Child" below for more information on who is considered to be an eligible dependent.)

Eligible Dependents	Documentation Requirements
Lawful spouse	Provide a copy of your marriage certificate. The certificate must have been certified by the state in which you were married.
Natural born unmarried children under the age of 19	Provide a certified copy of the birth certificate or paternity test. These documents must list the eligible participant as one of the biological parents.
<i>Unmarried stepchildren under the age of 19</i>	Provide a copy of the child's birth certificate and a letter with information on any other coverage the child has, including the policyholder's name and Social Security number, policy name, policy number and mailing address. If there is no other coverage, indicate this in your letter.
Adopted children (or children placed in your home for legal adoption) under the age of 19	Provide a finalized copy of the adoption papers (in English) or an interim order through the courts.



Eligible Dependents	Documentation Requirements
Unmarried children under the age of 23 if full- time students	To be eligible, the child must be a full-time student as determined by the educational institution, must rely on you or your spouse for more than 50% of his or her financial support, and normally reside in your home.
	If your child is age 19 through age 22, you must provide verification of student status every term, semester, trimester, etc. Verification includes a letter from the school's Registrar's office indicating full-time student status and dates of the term. Eligibility continues for 120 days after the last day of full-time attendance.
	Coverage stops on the dependent's 23 <sup>rd</sup> birthday regardless of full-time student status.
Children ages 19 and older if physically or	To be eligible, the child must rely on you or your spouse for more than 50% of his or her financial support and normally reside in your home.
mentally disabled	The child is considered disabled if he or she is so severely impaired, physically or mentally, that he or she cannot perform in school or at work without assistance, and he or she is not capable of self-support. The impairment must be considered permanent or expected to last at least 12 months. The determination must be based on medical evidence. The child is not considered disabled if disability is solely due to alcoholism or drug addiction.
	You have 31 days before your child turns age 19 (or age 23 if covered as a full-time student) to apply for continuation of dependent benefits. You may have to provide proof of disability and financial dependence on an ongoing basis.

#### **Definition of Children**

"Children" means any one of the following individuals:

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

#### **Definition of Dependent**

"Dependent" means any one of the following individuals:

- Your lawful spouse
- Your unmarried child, provided that your child:
  - Is dependent on you for at least one-half of his or her support,
  - Lives with you for at least one-half of the calendar year, and
  - Is less than 19 years old or, if at least 19 but less than 23 years old, is a registered full-time student in an accredited secondary school, college, university, vocational or technical school.
- · Your unmarried child who does not live with you, provided that:
  - Your child does not provide more than one-half of his or her own support,
  - Your child is your legitimate child born of a valid marriage,
  - Your child is in the custody of his or her other parent, from whom you are divorced or legally separated, and
  - 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.
- 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, will be paid to the child's custodial parent or legal guardian.
- Your unmarried disabled child, provided that your child:
  - Is dependent on you for at least one-half of his or her support,
  - Lives with you for at least one-half of the calendar year, and
  - 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 without assistance 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 that once in a 12-month period. Coverage will terminate if the Trustees determine, based upon medical evidence, that the child is no longer disabled or if the child does not undergo an examination or furnish proof required by the Trustees.

#### If Both You and Your Spouse Are Covered Participants

If both you and your spouse are covered as participants, you both may cover your eligible dependents for health care benefits under the plan. However, your and your dependents' health care coverage will be coordinated so the plan won't pay more than 100% of the covered expenses for services and supplies.



#### Qualified Medical Child Support Order (QMCSO)

A Qualified Medical Child Support Order (QMCSO) is a legal judgment, decree or order issued under a state domestic relations law by a court or an administrator. A QMCSO creates or recognizes the rights of a child to coverage for health care benefits.

Under a child support order, a court can require you to provide coverage to a child under this plan.

The Fund Office will notify you if any of your children are affected by a QMCSO. You may contact the Fund Office to request a copy of the procedures, free of charge, the plan uses to determine whether a medical child support order is qualified.

# When Coverage Begins

Benefit coverage begins on the 91<sup>st</sup> day of full-time employment (see "Participant Eligibility" on page 19). Your dependents are eligible to join the plan on the same day you are eligible for coverage.

If you marry, your new spouse and your spouse's dependent children are eligible for coverage on your marriage date. For newborn eligible dependents, coverage begins on the date of birth. For adopted children, coverage begins as directed in the final adoption papers. For children placed in your home, coverage begins on the date verified in the interim order. See "Dependent Eligibility" on page 19 for more information.

### When You Have Other Coverage

When you or your eligible family members are covered by more than one health care plan, benefits may be payable under both plans. When this happens, the benefit payments are coordinated so that your total benefits from both plans do not exceed 100% of the usual and customary (U&C) costs of the services provided.

See "Coordinating with Other Health Plans" below for the coordination rules that apply to this plan.

#### **Coverage Under Another EIT Plan**

If you are eligible for health care coverage as a participant under another EIT plan, and become covered by that plan, your benefits under this plan will stop while you are covered by the other plan. You *cannot* receive benefits as a participant under two different EIT plans at the same time. You also cannot receive benefits as a participant and a dependent child under two EIT plans.

You can, however, be covered as a dependent spouse under one EIT plan and a participant under the same or another EIT plan. In this case, coordination of benefits will apply.

#### Prescription Drug Benefits

Prescription drug benefits under this plan are not coordinated with any other coverage. You or your dependents must receive prescription drug benefits through the primary plan to have them covered.

#### **Coordinating with Other Health Plans**

When you and any covered dependent have other health care coverage, benefits from this plan will be coordinated with the other coverage. Your total benefits will not be more than 100% of the U&C costs of the services provided. Benefits payable from other plans are considered, even if:

- You do not request payment of them, or
- The other plan refuses to pay due to a failure to follow plan rules. For example, if your dependents have primary coverage under a health maintenance organization (HMO), your dependent must access care through the HMO and follow all procedures of the HMO.

The plan will pay benefits as discussed in each benefit section. In any case, where more than one plan may provide benefits, applications for benefit payments should be made to all plans concerned. Keep in mind, however, that prescription drug benefits under this plan are not coordinated with any other coverage. You or your dependents must receive prescription drug benefits through the primary plan to have them covered.

Using COB provisions, one group plan has "primary" responsibility and pays first. The other group plan has "secondary" responsibility and considers any additional benefits not covered by the primary carrier. Generally, this is how COB works:

- 1. The amount payable by a plan covering a person as an active employee will be determined first. Then, the benefits of a different plan covering the same person as a dependent are determined.
- 2. If a child is covered by more than one plan, or under this plan by both parents:
  - Primary coverage for a dependent child will be the plan of the person (participant or spouse) whose birth date (month and day) occurs first in the calendar year.
  - If the father and mother have the same birthday, the plan that has covered the child the longest will be primary.
  - If the other plan coordinates benefits based on the gender of the parents, the child's primary plan will be the male parent's primary plan.

Primary coverage for a dependent child whose parents are separated or divorced will be determined in the following order:

- The plan of the parent with legal custody of the child, or
- If a court decree establishes financial responsibility for a child's health care expenses, the primary plan is the plan of the parent with that responsibility.
- 3. When none of these situations applies, the medical plan that has covered a person the longest will pay first.

It is the participant's responsibility to see that a claim for secondary coverage is filed in a timely manner. COB claims can be filed within one year of the date that the primary carrier either pays their portion or denies the claim.



#### Coordinating with COBRA

For information on how the plan coordinates with COBRA coverage, see "Continuing Coverage" on page 61.

#### Claims for Secondary Coverage

If the provider will not submit a claim for secondary coverage, it is *your* responsibility, as the participant, to file the claim in a timely manner.



#### Claims Administrators' Rights

The plan has the right to receive and release necessary information to determine whether coordination of benefits or any similar provisions apply to a claim. If the plan makes larger payments than are necessary under the COB provision, the appropriate claims administrator has the right to recover those excess payments. Recovery may be made from any insurance company, any organization and/or any persons to or for whom those payments were made. In the case of underpayment, the plan may reimburse another plan directly instead of paying the person requesting benefit payment.

#### **Coordinating with Medicare**

#### Integrating Benefits with Medicare

While you are actively employed, regardless of your age, the plan is primary to Medicare for you and your covered dependents. Benefits under the plan are determined before Medicare's benefits. If you are a retired participant older than age 65, primary medical coverage is provided by Medicare; you are assumed to be enrolled in Medicare and any treatment you seek must be provided by a Medicare-approved provider.

#### Medicare Coverage for Disabled Individuals

If you or your covered dependents are totally disabled for at least 24 months and do not have current employment status, Medicare will provide primary medical coverage. Once you or your dependent is declared disabled by Social Security, the disabled individual should apply for coverage under Medicare Parts A and B

#### Medicare Coverage for Individuals with End-Stage Renal Disease

In all situations involving end-stage renal disease (ESRD), regardless of age or Medicare status, the plan is the primary payor of medical expenses for the first 30 months of entitlement to Medicare because of ESRD. After the first 30 months of ESRD entitlement, Medicare is the primary payor, and the plan is the secondary payor. Primary coverage ends 36 months after the month in which a patient has a successful kidney transplant.

#### **Subrogation**

If you or your dependent incurs medical or dental charges due to injuries caused by a third party, you may have a claim against the third party, or an insurer, for payment of those medical or dental charges. By accepting benefits for those charges under this plan, you automatically assign the plan any rights you or your dependent may have to recover payments from the third party or insurer.

This subrogation right allows the plan to pursue any claim you or your dependent has against any third party or insurer, whether or not you or your dependent chooses to pursue that claim. The plan may make a claim directly against the third party or against the insurer. If you or your dependent file a claim, the plan has a right to any amount recovered by you or your dependent, whether or not it is designated as payment for medical or dental expenses. This remains in effect until the plan is paid in full. When you accept benefits under this plan, you acknowledge the plan's right to subrogation and reimbursement. The plan's rights to subrogation and reimbursement give the plan priority over *any* funds paid by a third party to you or your dependent relative to the injury or sickness. This includes priority over any claim for non-medical or dental charges, attorneys' fees or other costs and expenses (the Illinois Common Fund Doctrine or any other state law affecting these rights is preempted). The plan's rights are limited to the extent to which it has made or will make payments for medical or dental charges, as well as any costs and fees incurred as a result of enforcing its rights under the plan.

When a right of recovery exists, *no* benefits will be paid unless and until you return a signed agreement to the Fund Office stating that you will do whatever is necessary to secure the plan's right of subrogation. In addition, you must not do anything to hinder the plan's right to subrogate.

If the entire amount paid by the plan is not refunded out of the amount you receive from the third party or insurer, the Trustees reserve the right to deduct the missing amount from your future claims or from your dependents' future claims.

#### **Overpayment**

The plan has a right to a refund from you or your dependent, if either of the following apply:

- You or your covered dependent recovers money for expenses incurred due to an illness or injury for which a benefit has been paid under this plan. The amount to be refunded will be the lesser of the full amount that you or your covered dependent recovers or the amount of benefits paid by the plan.
- The plan pays benefits for an ineligible individual you had listed as a covered dependent. The amount to be refunded is the amount of benefits paid by the plan.

## If You Are on a Leave of Absence

#### Family Medical Leave Act (FMLA)

If you are eligible, you are entitled to request up to a 12-week FMLA leave in any 12-month period for the following reasons:

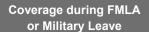
- Birth and care of a newborn child
- Placement of a child with you for adoption or foster care
- Care of your spouse, child or parent with a serious health condition
- A serious health condition that prevents you from performing your job

If your request is granted, your health care coverage under the plan continues during your approved leave.

To be eligible for FMLA, you must:

- Have worked at least 12 months for a participating employer, and
- Have at least 1,250 hours of contributions within the last 12 months from the leave starting date.

If you would like to take an FMLA leave of absence, you must notify your employer and the Fund Office. For more information about FMLA or if you have any questions, please contact the Fund Office.



Health care coverage under the plan continues during your approved FMLA leave or military leave of absence.



#### Military Leave of Absence (Voluntary or Involuntary)

If you are on a military leave of absence under the Uniformed Services Employment and Reemployment Rights Act (USERRA), your and your dependents' coverage will continue under the plan.

You must provide the Fund Office with a copy of your orders that gives both a report date and a discharge date. You will receive five hours of credit for each day you are on a military leave. For additional information about a military leave of absence, contact the Fund Office.

# How to Continue Coverage if You Are Disabled

If you become disabled and are unable to work, your health care coverage will continue during your disability for up to 14 weeks. To continue health care coverage, you must receive weekly short-term disability benefits or Workers' Compensation.

If you are still disabled after 14 weeks, you may be eligible for up to an additional 104 weeks of health care coverage if:

- You have been a participant in the plan for at least one year, and
- You provide the Trustees with proof of continued disability.

# When Coverage Ends

Your coverage under the plan ends when the first of the following occurs:

- Your employer fails to make the required contributions to the plan on your behalf,
- You retire,
- You die,
- You become eligible under another plan administered by EIT, or
- The plan terminates, for any reason.

Your dependent coverage ends when the first of the following occurs:

- When your coverage ends (See the following table for information about continuing coverage for your spouse and eligible dependent children in the event of your death),
- For your spouse and any stepchildren, at the time of your legal divorce or legal separation,
- On your dependent's death,
- When your dependent child reaches the age limit, or
- You become eligible under another plan administered by EIT.

The following table summarizes situations in which coverage would normally end and what happens to your coverage in each situation.

Terminating Employment

It is your responsibility to know when your coverage will end once you terminate employment. Notice of loss of coverage from the Fund Office is not an obligation of the Welfare Fund, its Trustees or the Fund Office.

You must reimburse the plan for any benefits paid that:

- Have already been recovered by you or a dependent, or
- Have been paid for an ineligible individual.

Health Care Coverage Ends…	However, Health Care Coverage May Continue if	
100 days after your employment is terminated	You apply for COBRA continuation of coverage (see "Continuing Coverage" on page 61).	
If you retire	<ul> <li>You (and your eligible dependents) are eligible for retiree health care benefits if:</li> <li>You meet each of the following criteria: <ul> <li>You are receiving a benefit from and have ten years of eligibility service under either the EIT Employees' Retirement Plan or the I.B.E.W. Local 134 Staff Plan (or both),</li> <li>Your employer continues to make contributions on your behalf, and</li> <li>You have been covered as an active employee under this plan throughout the two years before your retirement - OR -</li> </ul> </li> <li>You have at least 30 years of credited service and are receiving a benefit under the EIT Employees' Retirement Plan — or beginning on or after July 1, 2006, you have a combined total of at least 30 years of credited service under Pension Plan No. 2 solely from your employment as a union business representative, apprentice school teacher or apprentice school administrator.</li> </ul> Note: If you retire at age 60 and meet the qualifications above, you are eligible for COBRA coverage for 18 months. You can then request interim coverage, which extends your coverage for up to six months (you pay the full cost of the coverage). This interim coverage will take you to age 62, at which time you would be eligible for retiree coverage (see "Retiree Health Care Benefits" on page 66).You must contact the Fund Office to request interim coverage.	
lf you die	You are survived by a spouse and/or other eligible dependents. Coverage continues for 360 days for your surviving spouse, regardless of whether or not he or she is entitled to Medicare. Eligible dependent children also remain eligible for 360 days. If your child stops attending school during this time, he or she is eligible for 120 days of coverage from the last day of full-time school (not to exceed a total of 360 days or past his or her 23 <sup>rd</sup> birthday). Coverage then ends unless your dependents apply for and pay COBRA continuation of coverage (see	
<i>If the plan is discontinued</i>	"Continuing Coverage" on page 61). No further coverage.	



The Trustees will make every effort to notify you by mail if you lose coverage for any reason. The notice will be sent to the address on file at the Fund Office. Be sure to notify the Fund Office in writing if you or any covered dependent has a change of address.

# Medical Benefits

The medical benefits available to you under the plan help you pay

for covered medical care and protect you from the financial impact

of catastrophic expenses.

Your Medical Benefits at-a-Glance

You can visit any licensed physician or other covered provider you select. In general, the plan pays a percentage of the charges for medically necessary covered services after you have met your deductible. When you use a PPO network provider, you will receive the highest level of benefits available through the plan (see "Using Your Medical Benefits" on page 32 for more information on PPO providers).

Medical Benefits			
	In-Network Out-of-Network		
Annual calendar year deductible	\$200 per person. \$400 per family.		
	<b>Note:</b> An additional \$200 penalty applies if the utilization review organization is not notified or does not certify hospital admissions and extensions.		
Coinsurance and copays	<ul> <li>Plan generally pays 90% of PPO negotiated rates after deductible; you pay 10%.</li> <li>Generally, the plan pays 80% of PPO negotiated rates after deductible. You pay 20%, plus any amount above the pagetiated rate</li> </ul>		
	<ul> <li>After deductible is satisfied, you pay \$15 office visit copays for in- network care, plus 10% of covered charges for services.</li> <li>negotiated rate.</li> </ul>		
Annual calendar year out-of-pocket maximum	\$2,000 per family (includes deductible, but excludes copays and behavioral health/substance abuse expenses).		
Lifetime maximum benefit	\$2 million per person; separate \$40,000 per person for substance abuse treatment.		
Wellness benefits	<ul> <li>Plan pays for one annual physical per person, up to \$75 (charges in excess of \$75 will be applied to the calendar year deductible and paid based on the applicable percentage, as noted in "Coinsurance and copays" above).</li> </ul>		
	<ul> <li>Plan pays for one annual coronary artery scan per person upon physician's referral. Benefits are paid based on the applicable percentage noted in "Coinsurance and copays" above.</li> </ul>		
	<ul> <li>If you use in-network providers, the plan pays for immunizations for children up to age 19 at 100% of PPO negotiated rates, or at 90% for individuals age 19 or older.</li> </ul>		
	No deductible applies.		
	<b>Note:</b> Regardless of age, if you use an out-of-network provider, you pay 20% of PPO negotiated rates, <i>plus</i> any amount over the PPO negotiated rate.		

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Medical Benefits				
	In-Network	Out-of-Network		
Physician office visits	\$15 copay per visit.	Plan pays 80% of PPO negotiated rates. You pay 20%, plus any amount over the PPO negotiated rates.		
	<ul> <li>You may use any licensed physician; copays are not applied to calendar year deductible or out-of-pocket maximum.</li> </ul>			
	Deductible applies.			
Hospital services: inpatient, outpatient and diagnostic tests	Plan pays 90% of PPO negotiated rates after deductible.	Plan pays 80% of PPO negotiated rates after deductible. You pay 20%, plus any amount above the negotiated rates.		
	<b>Note:</b> The utilization review organization must be notified of non-emergency hospital admissions at least three days before treatment or within 48 hours following an emergency admission or penalties may apply.			
Behavioral health/substance abuse benefits (not included in out-of- pocket maximum)	<ul> <li>Inpatient care covered at 100%.</li> <li>Outpatient care covered at 100% after a \$15 copay.</li> </ul>	<ul> <li>\$100 annual deductible per person if out-of-network services are used (separate from other calendar year medical deductible); then plan pays 80% of usual and customary (U&amp;C) charges.</li> </ul>		
	• There is no referral requirement; participants may access outpatient treatment directly for up to 30 visits per calendar year.			
	<ul> <li>Treatment limited to 30 inpatient days and 30 outpatient visits per person per year unless additional days/visits are approved as medically necessary.</li> </ul>			
Chiropractic and naprapathic services	Plan pays 90% of PPO negotiated rates.	Plan pays 80% of PPO negotiated rates. You pay 20%, plus any amount above the negotiated rates.		
	• Plan pays up to the first \$3,000 in covered expenses per calendar year.			
	No deductible applies.			
Hearing aid benefits	<ul> <li>Annual calendar year benefit: \$4,075 (includes exam benefit).</li> </ul>			
	• <b>Exam:</b> Plan pays up to \$75; one visit per year per person.			
	<ul> <li>Instrument: Plan pays 80%, up to \$2,500 per year per person once every 36 months, not to exceed two hearing aids.</li> </ul>			
	<ul> <li>No deductible applies.</li> </ul>			
Home health care and hospice services	Plan pays 90% of PPO negotiated rates.	Plan pays 80% of PPO negotiated rates. You pay 20% plus any amount above the negotiated fees.		
	Deductible applies.			
	A medical necessity review is require	d.		



Medical Benefits			
	In-Network	Out-of-Network	
Occupational therapy	Plan pays 90% of PPO negotiated rates.	Plan pays 80% of PPO negotiated rates. You pay 20%, plus any amount above the negotiated rates.	
	<ul> <li>Plan pays up to the first \$3,000 in covered expenses per person per calendar year.</li> </ul>		
	<ul> <li>A medical necessity review is required if expenses exceed \$3,000 per person per calendar year.</li> </ul>		
	No deductible applies.		
Physical therapy	Plan pays 90% of PPO negotiated rates.	Plan pays 80% of PPO negotiated rates. You pay 20%, plus any amount above the negotiated rates.	
	<ul> <li>Plan pays up to the first \$3,000 in covered expenses per person per calendar year.</li> </ul>		
	<ul> <li>A medical necessity review is require per calendar year.</li> </ul>	d if expenses exceed \$3,000 per person	
	No deductible applies.		
Speech therapy benefits	Plan pays 90% of PPO negotiated rates.	Plan pays 80% of PPO negotiated rates. You pay 20%, plus any amount above the negotiated rates.	
	<ul> <li>Plan pays up to the first \$3,000 in covered expenses per person per calendar year.</li> </ul>		
	<ul> <li>A medical necessity review is required if expenses exceed \$3,000 per person per calendar year.</li> </ul>		
	No deductible applies.		
Other covered services:	Plan pays 90% of PPO negotiated rates after deductible.	Plan pays 80% of PPO negotiated rates. You pay 20% plus any amount above	
<ul> <li>Emergency care</li> </ul>		the negotiated rates.	
<ul> <li>Durable medical equipment</li> </ul>			
Prosthetic devices			
Casts and splints			
Ambulance services	80% of billed charges after deductible.		



#### I.D. Cards

If you've lost or misplaced your I.D. card, contact Blue Cross/Blue Shield (BCBS) at 1-800-862-3386 for a replacement I.D. card.

# **Using Your Medical Benefits**

You can visit any licensed physician or other covered provider you select. In general, you pay the least for provider services if you use one of the plan's PPO network providers. For hospital services, such as inpatient, outpatient and diagnostic tests, the amount you pay differs depending on if you visit a PPO network provider or a non-PPO network (or "out-of-network") provider. If you visit a PPO provider, the plan pays 90% of PPO negotiated rates for covered expenses after you pay the deductible, then you pay 10%. If you visit a non-PPO provider, you generally pay 20% of PPO negotiated rates, after the deductible, plus all charges above the PPO negotiated rates. Your maximum out-of-pocket cost in any year is \$2,000. Charges by out-of-network providers above negotiated rates do not count toward the deductible or out-of-pocket maximum.

#### **In-Network Care**

When you receive care from in-network providers, you pay the full cost of services until you meet your annual deductible. After you meet the deductible, you pay a \$15 copay for office visits and 10% of covered charges for any services received during your office visit. Once you reach the out-of-pocket maximum, you continue to pay your \$15 office visit copay and the plan pays 100% for additional covered expenses for the remainder of the calendar year.

If your in-network provider refers you to a specialist, he or she typically refers you to another in-network provider. However, it is your responsibility to confirm that the specialist participates in the Blue Cross/Blue Shield (BCBS) PPO network.

For a directory of PPO providers, visit www.bcbsil.com or call BCBS at 1-800-810-2583. You may also contact your physician directly to confirm whether he or she participates in the BCBS PPO network.

#### **Out-of-Network Care**

Since out-of-network providers have not agreed to charge PPO negotiated rates, they may charge any amount for services or supplies — which can cost you more. If you receive care from an out-of-network provider, you pay the full cost of services until you meet your annual deductible. After you meet the deductible, the plan generally pays 80% of what the negotiated rate would have been had you used a network provider. You are responsible for paying 20% of the negotiated rate *plus* all charges above the negotiated rate. Charges by out-of-network providers above negotiated rates do not count toward the deductible or out-of-pocket maximum. With out-of-network providers, you have to pay the provider, file claim forms and then wait for reimbursement.

#### **Out-of-Area Care**

If you live 10 miles or more from an in-network provider, you can receive health care coverage from the plan of up to 80% of usual and customary (U&C) charges after you meet the deductible, plus any amount above U&C charges. If you are out-of-area, any amount you pay above U&C does not apply to your deductible or out-of-pocket maximum.

The 10-mile radius is based on the address that the Fund Office has on file for you at the time of treatment.



#### **Out-of-Network Emergency Care**

In an emergency, you or your dependents should seek treatment from the closest physician or hospital. You will receive health care coverage of up to 80% of U&C charges after you meet the deductible.

Any follow-up treatment that you or your dependent receives after discharge is no longer considered emergency treatment. That means you or your dependent will receive out-of-network benefit levels if the provider you see is not an in-network provider. It is your responsibility to verify that any provider you see for follow-up care after emergency treatment is an in-network provider or you will pay 20% of the PPO negotiated rate, plus any amount above the negotiated rate.

#### Participating Provider Option (PPO)

A PPO provider is a member of a network of providers that has agreed to provide services at lower costs to network participants. By using one of the plan's PPO network (also called "in-network") providers, you receive a higher level of coverage with a lower out-of-pocket cost than if you use a non-PPO ("out-of-network") provider. When you use a PPO provider, the plan pays 90% of covered expenses and you pay 10%. If you live within 10 miles of a network provider but you visit a non-PPO provider, you pay 20% plus any amount over PPO negotiated rates. If you live more than 10 miles away from all PPO network providers, out-of-area benefits are available. For a list of the plan's PPO network providers, log onto www.bcbsil.com.

### Paying for Your Care

#### **Annual Deductible**

For most services, you must satisfy a deductible before the plan begins to pay benefits. The calendar year deductible is \$200 per person, up to a maximum of \$400 per family. A separate \$100 calendar year deductible applies to out-of-network behavioral health and substance abuse treatments (see "Behavioral Health and Substance Abuse Benefits" on page 47).

#### **Coinsurance and Copays**

Once you satisfy the deductible the plan pays 90% of PPO negotiated rates for most covered in-network services; you pay 10%. For most covered out-of-network services, the plan pays 80% of PPO negotiated rates; you pay 20%, plus any amount above the PPO negotiated rate.

Copays for in-network office visits are \$15, and do not apply to your annual outof-pocket maximum.

#### Annual Out-of-Pocket Maximum

The plan limits the amount you have to pay for covered medical expenses in any calendar year. Your annual maximum out-of-pocket expense is \$2,000 per family. After you reach the out-of-pocket maximum, the plan pays 100% of the remaining covered expenses for the rest of the year.



The out-of-pocket maximum does not include:

- Amounts in excess of PPO negotiated rates or U&C charges (for the definition of usual and customary, see the "Glossary" on page 68),
- Office visit copays,
- Behavioral health and substance abuse treatment expenses,
- Prescription drug expenses, or
- Claims paid by third parties.

New deductible and out-of-pocket requirements apply each January 1 for the remainder of the calendar year.

#### Lifetime Maximum

The plan's lifetime maximum benefit for most covered medical expenses is \$2 million per person. Substance abuse treatment has a separate \$40,000 lifetime maximum.

#### **Know Which Services Need Precertification**

Before you receive medical care, make sure you're following the correct procedures so you will receive the highest level of benefits for those services. See "Medical Service Advisory" on page 35 and "Precertification" under "Medical Service Advisory" on page 35 for details.

#### Information You Need to Provide

When you contact the plan's utilization review organization, be prepared to provide the following information:

- Name, address and telephone number of the attending and/or admitting physician,
- Name of the hospital/location where the admission has been scheduled,
- Scheduled admission date, and
- Preliminary diagnosis or reason for the admission.

#### Behavioral Health and Substance Abuse Care

For behavioral health and substance abuse care, all inpatient services and treatment must be precertified, whether provided in-network or out-of-network. Additional days or visits (above the 30-day or 30-visit limit) also must be approved by the behavioral health and substance abuse claims administrator as medically necessary. See "Behavioral Health and Substance Abuse Benefits" on page 47 for specific coverage information for this type of care.

#### **After Treatment**

#### File a Claim if Necessary

After you've seen your provider, remember to file a claim if necessary. See "Filing a Claim" on page 49.



### Medical Service Advisory

The utilization review process helps you receive the appropriate levels of care in the proper setting and for an appropriate length of time. The BCBS Medical Service Advisory (MSA), the plan's utilization review organization, must certify in advance any:

- Hospital stays,
- Certain services which follow hospital stays, and
- Alternative courses of inpatient treatment from what was initially approved.

This helps ensure that your treatment is medically necessary. It also helps to keep your health care costs under control. Failure to precertify may result in certain penalties and/or a reduction in benefits.

You, a family member or your physician must notify the BCBS MSA, at 1-800-635-1928, at least three days before a scheduled procedure or within 48 hours following an emergency admission or when you:

- Are admitted to a hospital,
- Need an extension to a hospital stay,
- Have outpatient therapies in excess of \$3,000 per person per year,
- Need durable medical equipment,
- Need home health care,
- Need hospice care, or
- Need skilled nursing facilities.

When you contact the utilization review organization, be prepared to provide the following information:

- Name, address and telephone number of the attending and/or admitting physician,
- Name of the hospital/location where the admission has been scheduled,
- Scheduled admission date, and
- Preliminary diagnosis or reason for the admission.

The utilization review organization will review the medical information provided and may follow up with your physician. Keep in mind, the utilization review organization may determine that the services to be provided are not medically necessary. (Services must be considered medically necessary to be covered by the plan.)

#### Precertification

When you or a family member is hospitalized, you must notify the utilization review organization for your treatment to be reviewed. Notice *must* be received:

- At least three days before treatment for non-emergency hospital admissions, or
- Within 48 hours following an emergency admission.

**Important Note!** 

Failure to precertify when needed may result in certain penalties and/or a reduction in benefits.



If you do not precertify when required, the following penalties and benefit limits apply:

- You pay a **\$200 penalty** for failure to precertify a hospital admission, and
- Your room and board expenses may be covered at 50% of the PPO negotiated rates for not precertifying an admission and for any admission reviewed but not approved.

The penalty and additional covered expenses apply toward your out-of-pocket maximum.

#### Certifying Additional Days

If your physician feels it's necessary for you to be confined longer than already certified, you, your physician or the hospital may request an extension. Call the utilization review organization no later than the last day that has already been certified. If an extension is not certified, a continued hospital stay may not be considered medically necessary. (Services must be considered medically necessary to be covered by the plan.)

#### Hospital Stays for Childbirth

By law, benefits for any hospital stay in connection with childbirth for the mother or the newborn cannot be restricted to less than:

- 48 hours following a normal vaginal delivery, or
- 96 hours following a cesarean section.

Neither you nor your physician need to precertify any length of stay less than these periods. However, the physician, after consulting with the mother, may discharge the mother or newborn before the 48 or 96 hours.

#### **Case Management**

After the utilization review organization evaluates your case, you may be assigned a case manager. If you or a covered dependent has a serious or prolonged illness, the case manager may discuss available treatment alternatives with you and your physician. The case manager will continue to monitor your case for the duration of your condition.

#### **Centers of Excellence**

The plan includes coverage for medically necessary, qualified transplant procedures through the Centers of Excellence Program — a national transplant network. The Centers of Excellence Program is a voluntary program that coordinates care for those needing solid organ transplants or other specialized care for a life-threatening and complex illness. The program is based on the idea that the more experience a facility has with treating a complex medical condition, the better it becomes at providing the treatment. That means you and your covered dependents receive care at medical facilities that have been identified as excelling in the type of treatment required.

Transplant procedures must be pre-authorized by the plan's utilization review organization and take place at one of the plan's national transplant network hospitals.



Qualified procedures include:

- Combination heart/bilateral lung,
- Heart,
- Liver,
- Pancreas,
- Pancreas/kidney, and
- Single or bilateral lung.

Medical and surgical benefits provided through the network include coverage of inpatient professional services and related institutional services and organ procurement services for pre-authorized transplants.

## **Covered Medical Expenses**

Generally, the plan pays 90% of PPO negotiated rates after the deductible for covered medically necessary services provided in-network. For non-PPO services, the plan usually pays 80% of PPO negotiated rates. Covered services include:

- Semiprivate hospital room and board, routine nursing services and ancillary charges
- Intensive or cardiac care services
- Cardiac rehabilitation, including Phase 1 and Phase 2 services started within six months of release from an inpatient confinement (excludes programs primarily for exercise such as Phase 3 services)
- Medical services and supplies, including anesthesia and its administration
- X-rays, laboratory tests and other diagnostic services
- Physicians' charges for medical care and treatment, including surgery
- Transportation charges from the place where a disability began to the closest facility or hospital equipped to furnish special treatment (transportation includes professional ambulance service or air ambulance)
- Charges for treatment by a licensed physical, occupational or speech therapist
- Charges for treatment of morbid obesity (for the definition of morbid obesity, see the "Glossary" on page 68)
- Artificial limbs or eyes
- Orthotic devices including casts, splints, trusses, crutches and braces. Excludes dental braces and over-the-counter orthotics
- · Oxygen and rental of equipment to administer it
- Rental, or purchase at the option of the plan, of durable medical equipment, including glucose and apnea monitoring devices, transneuromuscular stimulators, wheelchairs, manually operated hospital beds and oxygen machines (excludes sports equipment, convenience items like wheelchair lifts, extended warranties, repairs and consumable items; e.g., air cleaners, air purifiers, vacuum systems and filters)



- Dental care, artificial tooth implants and x-rays needed because of an accidental injury to sound and healthy natural teeth; restorative dental care needed due to chemical, x-ray or surgical treatment of mouth cancer; or the rare congenital condition amelogenesis imperfecta
- Syringes for anything other than diabetes, which are covered under prescription drug benefits
- Tuberculosis vaccines
- Mastectomy procedures including:
  - 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 all stages of mastectomy, including lymphedemas
- Midwife services at a hospital or home delivery
- Services rendered by:
  - Nurse practitioners
  - Clinical nurse specialists
  - Physician assistants
- Vision therapy

#### **Additional Medical Benefits**

Other services, treatment and supplies covered by the plan include the following:

#### **Wellness Benefits**

Wellness benefits are designed to encourage preventive treatment and routine exams that can detect problems early.

#### **Routine Physical Exam**

You and your covered dependents may receive a routine physical exam once per year. The plan pays the first \$75 of the physician's fees per covered person, per year (any charge in excess of \$75 will be applied to the calendar year deductible and paid at the applicable in-network or out-of-network rate).

**Note:** Services must be billed as a physical exam to be covered as a wellness benefit.

#### **Coronary Artery Scan**

You or your covered dependents may obtain a coronary artery scan to detect calcification once a year upon a physician's referral. The plan will pay 90% of PPO negotiated rates if you use an in-network provider, or 80% of PPO negotiated rates if you use an out-of-network provider.

#### Immunizations

Immunizations for children up to age 19 are covered at 100% if you use an innetwork provider. The plan also covers flu shots for participants and covered dependents at 100% of PPO negotiated rates. Immunizations for individuals age 19 or older are covered at the applicable in-network or out-of-network rate.



See "Your Medical Benefits at-a-Glance" under "Medical Benefits" on page 29 for other information about the coinsurance that may apply to wellness benefits.

#### Members Assistance Program (MAP)

The MAP provides counseling and education for covered participants and dependents for up to three sessions per presenting issue at no charge.

For general information about the services provided, call the MAP at the number listed in the *Contact Information* section.

**Behavioral Health and Substance Abuse Benefits** 

See "Behavioral Health and Substance Abuse Benefits" on page 47.

# Attention-Deficit Disorder (ADD)/Attention-Deficit Hyperactivity Disorder (ADHD) Benefits

The plan covers the initial assessment process, treatment and maintenance medication for Attention-Deficit Disorder (ADD) and Attention-Deficit Hyperactivity Disorder (ADHD). You must follow the behavioral health and substance abuse precertification requirements for any inpatient treatment and for approval of days/visits in excess of 30 for medical necessity. (See "Behavioral Health and Substance Abuse Benefits" on page 47.)

#### **Chiropractic Benefits**

The plan covers treatment performed by a licensed chiropractor or naprapath for you or your covered dependents. *Chiropractic care* means adjustments, manipulation or other treatment (including naprapathy) to detect and correct imbalance or dislocation of the bone structure in the human body. *Naprapathic care* is a form of chiropractic care but follows a more holistic approach and does not use drugs in treatment.

The plan pays 90% of up to \$3,000 (combined limit for chiropractic and naprapathic care) of PPO negotiated rates per person per calendar year. No deductible applies.

#### **Hearing Aid Benefits**

The plan covers medically necessary hearing aid-related expenses.

You must visit a Board-certified otologist or otolaryngologist when you need hearing aid care. You will be reimbursed for part of the expense of hearing exams and hearing aid instruments (receipts must accompany claim forms). For hearing aid instruments, the prescription must include the name, model number, battery power and frequency response.

The plan pays benefits for the following expenses:

- Charges for a hearing exam performed by a legally qualified otologist or otolaryngologist, up to \$75 per calendar year
- Charges for a hearing aid instrument prescribed by a legally qualified otologist or otolaryngologist, up to 80% of the first \$2,500 per person per ear once every 36 months, not to exceed two hearing aids

You pay no deductible.



In addition to the types of expenses listed in "Medical Expenses Not Covered" on page 43, the plan does *not* cover the following hearing aid expenses:

- Exams not performed and hearing aid instruments not prescribed by a legally qualified otologist or otolaryngologist
- Replacement of lost or stolen hearing aid instruments
- Batteries or repair of hearing aid instruments

Hearing aid discounts are available through the EPIC Hearing Service Plan. For more information, see the following box. You may not be covered under both the BCBS hearing benefits and EPIC. If you choose not to utilize EPIC, submit claims to BCBS.

#### **EPIC Hearing Aid Benefits**

The EPIC (Ear Professionals International Corporation) Hearing Service Plan is a negotiated and managed benefit. You pay nothing to join and you enjoy reduced rates for most fees and costs associated with your hearing health care under the plan. EPIC identifies and screens qualified experts in hearing evaluation and treatment — physicians and audiologists. EPIC negotiates prices for treatment protocols and hearing aids, which may be 20%-60% less than manufacturers' suggested retail price for hearing devices you might get from a non-EPIC provider.

EPIC coordinates coverage with your existing health care plan hearing aid benefits.

#### **Summary of Benefits and Savings**

- Hearing tests
- Hearing aids
- Hearing aid batteries\*
- Ear protection\*
- Swimmer ear plugs\*
- Musician ear plugs\*
- Hearing aid cleaning supplies and accessories\*
- Assistive listening devices\*
- TV Ears (amplifies and clarifies television sound)\*
- Telephone amplification\*
- Alerting and signaling devices\*
- \* EPIC can help you obtain these supplies at a reduced cost; however, these services are not covered under your health care plan.

#### **EPIC Hearing Aid Benefits**

#### How to Activate and Use Your EPIC Benefits

- 1. Call EPIC Hearing Healthcare at 1-866-956-5400.
- 2. EPIC will send you a card with all the information you need to access your benefits, including:
  - Referrals to provider(s) located near you
  - An Activation Form to access the provider(s)
  - A booklet outlining all plan benefits in detail
  - An EPIC phone contact to answer any questions about the plan
- 3. Follow through with appointment, examination and treatment.
- 4. All payments are to EPIC HSP. No other billings or payments should occur.
- 5. Contact EPIC at any time for assistance, advice and information.

#### **EPIC Hearing Claims**

If you use EPIC discounts and benefits, EPIC will process your hearing claim, and bill you for your coinsurance payment (your coinsurance amount is 20% of the charge for covered services). EPIC then reimburses your provider directly.

You may not be covered under both BCBS hearing benefits and EPIC. Participants who do not utilize EPIC may submit hearing claims to BCBS, with covered expenses paid as described in "Hearing Aid Benefits" under "Additional Medical Benefits" on page 38.

#### **Home Health Care Benefits**

The plan covers part-time or intermittent basis home nursing care of a homebound participant or covered dependent if:

- Care is provided by a licensed home health care organization,
- Continued hospitalization of the participant or covered dependent would otherwise be required, and
- Care is reviewed and certified in advance as medically necessary by the utilization review organization.

Covered services include professional services of appropriately licensed and certified individuals in skilled nursing and home health aide care, as well as other care approved by the plan.

The following home health care expenses are not covered:

- Expenses for custodial or homemaker services, food and housing
- Supportive items such as air conditioners, hand rails, ramps, telephones and similar items
- Benefits that are the subject of other plan provisions, such as prescription drugs, durable medical equipment, ambulance service or diagnostic services
- Items excluded from coverage by any other plan provision



#### **Hospice Care Benefits**

The plan covers services provided for a terminally ill participant or covered dependent if:

- Care is provided by a hospice care organization, hospital or skilled nursing/inpatient rehabilitation facility,
- The attending physician statement indicates the life expectancy to be six months or less, and
- Care is reviewed and certified in advance as medically necessary by the utilization review organization.

Covered services include professional services of appropriately licensed and certified individuals in skilled nursing and home health aide care, as well as other care approved by the plan.

The following hospice care benefits are *not* covered:

- Expenses for custodial or homemaker services, food and housing
- Supportive items such as air conditioners, hand rails, ramps, telephones and similar items
- Benefits that are the subject of other plan provisions, such as prescription drugs, durable medical equipment, ambulance service or diagnostic services
- Items excluded from coverage by any other plan provision
- Charges for pastoral, financial, legal, bereavement or other counseling
- Charges associated with funeral arrangements

#### **Physical and Occupational Therapy Benefits**

Physical and occupational therapy benefits cover expenses for restoring physical capabilities lost due to an accident or illness. Benefits are available per condition per year for each type of therapy.

Physical therapy is covered by the plan if:

- Treatment is ordered by a physician,
- Treatment is performed by a licensed physical therapist using physical means, hydrotherapy or biomechanical and neurophysiological principles, and
- Services are expected to allow the participant or covered dependent to regain physical capabilities lost due to an accident or illness.

Occupational therapy is covered by the plan if:

- Treatment is ordered by a physician,
- Treatment is performed by a licensed occupational therapist using constructive means designed and adapted to restore physical capabilities lost due to an accident or illness, and
- Services are expected to allow the participant or covered dependent to perform tasks required by his particular occupation or the ordinary tasks of daily living.



The plan pays 90% of PPO negotiated rates for the treatment if you use an innetwork provider — or 80% of PPO negotiated rates if you use an out-of-network provider — up to \$3,000 for each type of therapy per person per calendar year. No deductible applies. If more than \$3,000 in expenses is requested for physical or occupational therapy, a medical necessity review will be required. Coverage will be discontinued if significant progress is not made within a usual and predictable period of time, or if progress stops or becomes minimal.

#### **Speech Therapy Benefits**

Speech therapy benefits cover expenses for restoring a speech function. Speech therapy is covered by the plan if:

- Therapy is ordered by a physician,
- Therapy is performed by a licensed speech therapist, and
- Services are expected to restore a speech function lost due to disease, injury or surgery.

The plan pays 90% of PPO negotiated rates if you use an in-network provider for the treatment, or 80% of U&C if you use an out-of-network provider, up to \$3,000 per person per calendar year. No deductible applies. If more than \$3,000 in expenses is requested, a medical necessity review will be required. Coverage will be discontinued if significant progress is not made within a reasonable and predictable period of time, or if progress stops or becomes minimal.

## **Medical Expenses Not Covered**

Following is a list of expenses not covered by the plan:

- Deductibles and amounts in excess of PPO negotiated rates and U&C charges
- Copays and the annual out-of-pocket maximum
- Expenses over the lifetime maximum benefit of \$2 million per person
- Expenses over the substance abuse lifetime maximum benefit of \$40,000 per person
- Expenses for services that, in the judgment of the claims administrator, are not medically necessary
- Expenses incurred after coverage has ended
- Expenses to treat a participant's illness or injury arising from any electrical work and any other paid work; expenses for a dependent paid or payable under any Workers' Compensation law (whether performed for pay or not) and any other paid work
- Medical expenses incurred while you or a dependent is not under the care of a licensed physician, surgeon or licensed midwife
- Charges for outpatient therapy or counseling unless provided directly and personally by a psychiatrist, licensed psychologist, licensed clinical social worker or substance abuse counselor authorized by the appropriate behavioral health and substance abuse review organization
- Maternity expenses for anyone not a covered participant or lawful wife of a participant (maternity expenses for dependent children will not be covered by the plan)



- Charges for marriage counseling
- Premarital exams
- Dental services covered under a separate plan of dental benefits (see "Covered Dental Expenses" on page 55)
- Cosmetic, plastic or reconstructive surgery unless needed to:
  - Correct the effects of an injury if the surgery is performed in the year of the injury or the next year,
    - Improve a congenital deformity, or
    - Improve a deformity resulting from disease or medically necessary surgery

For some conditions, photographs may be required for appraisal of medical necessity.

- Eye exams to prescribe or fit glasses (covered under a separate plan of vision benefits — see "Vision Benefits" on page 58)
- Treatment for infertility, including related prescribed drugs
- Charges for an experimental or investigational procedure or drug
- Confinement in other than an accredited hospital with 24-hour nursing care, and organized facilities for diagnosis and major surgery
- Treatment in a hospital operated by the federal government or a federal agency for a disability connected to military service
- Illness or injury resulting from any act of war or international armed conflict, participating in a riot or the commission of a criminal act
- Treatment for which there would be no charge if these benefits were not available
- Services provided by a relative or a person who ordinarily resides with you
- Services provided without charge or paid through any other plan
- Expenses that are reimbursable by Medicare
- Treatment of any intentionally self-inflicted injury (except in cases of mental illness)
- Broken appointments
- Prescribed drugs and medicine dispensed by a physician or licensed pharmacist and covered under a separate plan of prescription drug benefits (see "Prescription Drug Benefits" on page 50)
- Any court-ordered services or testing
- Nursing home or assisted living facilities and services
- Over-the-counter drugs or baby formulas
- Massage therapists
- Dietitian used for weight loss (except in cases of morbid obesity) and all weight loss programs
- Personal convenience items

- Nutritional supplements, dietary supplements, and food products for special dietary needs
- Acupuncture by a licensed acupuncturist
- Therapeutic devises and appliances, support garments or other non-medical items, regardless of their intended use
- Claims filed more than 365 days after the date the expense was incurred

## Filing a Claim

In-network PPO providers will submit a claim directly to the claims administrator. However, if you need to submit the claim, call BCBS at 1-800-862-3386 for a Request for Benefit Payment form. Specify the type needed — general medical or hearing. Then complete the form and attach the bills that explain your treatment. Submit your claim forms to the address listed on the back of your BCBS card.

When you submit your Request for Benefit Payment 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. Attach a statement from your physician or other health care provider together with bills or receipts for all covered expenses, including those that count toward the deductible. Receipts for hearing aid services provided through BCBS also must be attached to requests for payment. 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.

For treatment at a hospital, present your medical benefits identification card. If your provider is in the PPO network, you usually won't have to submit a claim — the PPO in-network provider will do it for you.

If a person entitled to benefits is unable to complete a Request for Benefit Payment form, the Trustees may pay benefits to the spouse or a blood relative, or to any person whom the Trustees determine is rightfully entitled to the payment.

After completing all necessary forms, mail your claim to the appropriate claims administrator. Once your claim has been documented, the administrator who handles your claim must initially process it according to the type of claim you file.

The law requires that the following time frames apply to claims processing. If you file:

- An urgent care claim (involving threats to the patient's life or health): The claim must be decided as soon as possible considering the medical emergency, but no later than 72 hours after it is received (up to 48-hour extension).
- A non-urgent pre-service claim (for services requiring notification of the utilization review organization, e.g., hospitalization): The claim must be decided within 15 days after it is received (up to 15-day extension).
- A non-urgent post-service claim (after you have received services): The claim must be decided within 30 days after it is received (up to 15-day extension).



#### Filing Deadline

Claims must be filed within 365 days of the date they are incurred or reimbursement will be denied.

#### Important Note!

For the highest level of benefits, be sure to contact the utilization review organization at least three days before a non-emergency hospital admission or within 48 hours after an emergency admission (see "Medical Service Advisory" on page 35 for more information about the utilization review program).



- A concurrent care claim (decision to reduce or terminate previouslyapproved benefits while you are under care): The claim must be decided sufficiently in advance to give you an opportunity to appeal and obtain a decision before the benefit is reduced or terminated.
- Any other claim under the plan: The claim must be decided within 90 days after it is received (up to 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 plan expects to make a decision (indicated as extensions above), will be included in the notification. For urgent care claims, you must send in any additional or missing information in a reasonable amount of time (that is, within 48 hours). For non-urgent care claims, you'll be given up to 45 days to provide any missing information. If your claim involves a 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.

#### **Medical and Hearing Aid Claims**

Generally no claim forms are required when you use a BCBS participating provider. (See "Hearing Aid Benefits" under "Additional Medical Benefits" on page 38 for information on claims filing and payment when you use the EPIC program instead of BCBS.)

In most cases, participating providers agree to submit your claims for you. If the provider does not submit the claim, you may submit your claims directly to BCBS at the following address:

Blue Cross/Blue Shield of Illinois P.O. Box 805107 Chicago, IL 60680

For more information about appealing claims and additional claims review procedures, see "Claims Review and Appeals Procedures" in the *Rules, Regulations and Administrative Information* section. For additional contact information for claims administrators, see the *Contact Information* section.



# Behavioral Health and Substance Abuse Benefits

The plan also provides benefits for covered behavioral health and substance abuse care. These types of care are administered by CIGNA Behavioral Health (CIGNA), separately from your medical benefits and must also be precertified by CIGNA before receiving services.

Your Behavioral Health and Substance Abuse Benefits at-a-Glance

Behavioral Health and Substance Abuse Benefits					
	In-Network	Out-of-Network	Limits		
Deductible	No deductible.	\$100 annual deductible per person.	Separate from medical deductible; applies for inpatient and outpatient out-of- network services.		
Members Assistance Program (MAP)	1 to 3 sessions at no cost to participants.	No coverage.			
Inpatient care (hospital expenses include room and board, drug, x-ray, detoxification and lab and physician charges)*	Inpatient care covered at 100%.	Inpatient care covered at 80% of usual and customary (U&C) charges.	Treatment limited to 30 inpatient days per person per year*/**, combined for both in- and out-of- network services.		
Outpatient care*	Outpatient care covered at 100% after \$15 copay per visit.	Outpatient care covered at 80% of U&C charges.	Treatment limited to 30 outpatient visits per person per year**, combined for both in and out-of- network services.		

		Beha

	In-Network	Out-of-Network	Limits
Structured intensive outpatient substance abuse program***	Care covered at 100% after \$15 copay per visit; \$150 maximum out-of-pocket per program.	Care covered at 80% of U&C charges.	No limit other than \$150 out-of- pocket maximum for in-network services per program.
Lifetime limit (combined for all in- and out-of- network benefits)	<b>Behavioral health:</b> Included in \$2 million medical benefit lifetime limit. <b>Substance abuse:</b> \$40,000 per person.		
Precertification and review	Precertification is required for all inpatient services. Precertification is not required for outpatient services except for visits in excess of 30.	Precertification is required for all inpatient services. Precertification is not required for outpatient services except for visits in excess of 30 Failure to call within 24 hours of an admission will result in a reduction of coverage. Benefits will be payable at 50% of the out-of-network benefit levels.	All coverage is subject to medical necessity <b>Emergency:</b> For an emergency admission, notification must be received within 48 hours to be covered at the in- network level.

Lab and pharmacy management are covered under the behavioral health or substance abuse plans *only* when ordered by a psychologist or psychiatrist.

- \*\* Two partial hospitalization days or two residential treatment days are considered one inpatient day.
- \*\*\* Days or sessions above the 30-visit limit will be reviewed and authorized based on medical necessity.

## Using Your Behavioral Health and Substance Abuse Benefits

All in-network and out-of-network inpatient services for behavioral health/substance abuse treatment must be precertified by calling the behavioral health and substance abuse claims administrator at the number listed in the *Contact Information* section. Outpatient care does not require precertification. However, additional days or visits (above the 30-day or 30-visit limit) will be covered only if the behavioral health and substance abuse claims administrator approves the treatment based on medical necessity.



There is an annual \$100 deductible per person for out-of-network services, *in addition to* the \$100 calendar year deductible that applies to other medical benefits under this plan. The deductible, copays and out-of-pocket expenses for behavioral health and substance abuse does not count toward your medical plan annual out-of-pocket maximum.

If you or your covered dependent is in treatment for behavioral health conditions or substance abuse when plan coverage ends, benefits will continue until the lesser of:

- The balance of the treatment period,
- 60 days, or
- Benefits are exhausted.

#### **Behavioral Health Treatment**

A licensed psychiatrist, psychologist, licensed clinical professional counselor, licensed professional counselor or clinical social worker must perform the treatment. Psychological evaluations are not covered if they relate to:

- Fitness to act as a custodial parent, or
- Diagnosis of a learning disability.

If you are covered under Medicare and Medicare is the primary payor, you are expected to seek treatment from a Medicare-approved provider. If you do not, the Fund will only consider 20% of your expense as eligible for reimbursement.

#### **Substance Abuse Treatment**

The maximum lifetime benefit for treatment of substance abuse is \$40,000. (This is separate from the \$2 million lifetime maximum medical benefit limit.) Any prior benefits you received from all EIT plans for these services will be included in the maximum lifetime benefit for substance abuse.

Treatment must be performed at a licensed or certified facility for alcohol and/or drug treatment. Expenses for enrolling in court-ordered safety counseling courses are not covered.

One Methadone treatment is considered one outpatient visit and is applied against the 30 visits available annually for substance abuse treatment.

## Filing a Claim

All claims should be submitted to:

CIGNA Behavioral Health P.O. Box 46270 Eden Prairie, MN 55344-6270

For more information about appealing claims and additional claims review procedures, see "Claims Review and Appeals Procedures" in the *Rules, Regulations and Administrative Information* section. For additional contact information for claims administrators, see the *Contact Information* section.

Filing Deadline

If you do not file a claim within 365 days of the date you incur an expense reimbursement will be denied.



# Prescription Drug Benefits

You can buy prescription drugs at a low cost through any pharmacy that participates in the CVS/Caremark network or through a convenient mail-order program. The medical deductible and copay provisions do not apply to the prescription drug benefits.

#### Your Prescription Drug Benefits at-a-Glance

Prescription Drug Benefits		
Retail prescription drugs purchased through a network pharmacy (34-day		\$5 copay for generic drugs.
		\$18 copay for preferred drugs.
		\$33 copay for brand-name and non-preferred drugs.
supply)		
Mail-order	٠	\$10 copay for generic drugs.
prescription drugs		\$36 copay for preferred drugs.
(90-day supply)	•	\$66 copay for brand-name and non-preferred drugs.
Prescription drugs	No	coverage.
purchased at a nonparticipating		
pharmacy		

#### Prescription Drug Benefits and the Medical Plan

The prescription drug benefit is separate from your medical benefit. So prescription drug copays do not apply to the medical plan deductible and out-of-pocket maximum. Nor do the medical benefit deductible and copay provisions apply to the prescription drug benefit.

## **Using Your Prescription Drug Benefits**

#### **Retail Pharmacies**

The plan contracts with CVS/Caremark to fill prescriptions for you and your covered dependents. Before filling a prescription, ask the pharmacy if it is a member of the CVS/Caremark network. Prescriptions purchased at a nonparticipating pharmacy are *not* covered under this plan.

You must present your prescription drug identification card to receive benefits for drugs bought at a pharmacy. For your covered dependents' prescriptions, you will also need to provide a date of birth.

#### Important Note!

Always ask your pharmacy if it is a member of the CVS/Caremark network before filling a prescription. Prescriptions purchased at a nonparticipating pharmacy are *not* covered under this plan.



When you purchase up to a 34-day supply of prescribed drugs and medications, the plan pays 100% after you pay a:

- \$5 copay for generic drugs
- \$18 copay for preferred drugs
- \$33 copay for brand-name and non-preferred drugs

If you do not present your prescription drug identification card, you will be reimbursed for a drug, provided you:

- Pay the full price of the prescription at the time of purchase,
- · Have your pharmacist fill out a claim form, and
- Submit the claim form to the prescription drug claims administrator for reimbursement.

However, your reimbursement may be less than if you had presented your card at the time of service. You will pay the copay *and any amounts above the network pharmacy discount* to the pharmacy.

#### **Mail-Order Prescriptions**

If you take prescribed drugs on a long-term or continuing basis, you can obtain them by mail. When you purchase up to a 90-day supply of mail-order prescribed drugs and medications, the plan pays 100% after you pay a:

- \$10 copay for generic drugs
- \$36 copay for preferred drugs
- \$66 copay for brand-name and non-preferred drugs

Your prescription will automatically be filled with a generic drug, unless your doctor has indicated otherwise on your prescription. New prescriptions generally take two to three days to process and fill. Refills take one to two days to process and fill. Shipping is free of charge, and takes 10-14 days for standard delivery. You can choose two-day or next-day shipping; however, it will still take one to three days for your order to be processed before it is shipped. If delivery is delayed for any reason, your order will not be reprocessed until 15 days from the original shipping date.

For further information, order forms and pre-addressed envelopes, contact CVS/Caremark at the number listed in the *Contact Information* section.

## **Covered Expenses**

Covered drugs include:

- Prescribed drugs that are lawfully obtainable only from a licensed dispenser of drugs under the written order of a physician or dentist licensed to prescribe
- Injectable insulin
- Prescribed syringes and hypodermic needles in quantities compatible with the number of doses of insulin prescribed (Note: You must fill the insulin order first for the syringes to be covered by the plan.)

Call CVS/Caremark at the number listed in the *Contact Information* section to determine whether or not a new drug is covered.



## **Expenses Not Covered**

The following are not covered under the plan:

- Contraceptive devices, regardless of the purpose for which they are prescribed (Oral contraceptives are covered, but skin implant contraceptives such as Norplant are not.)
- Fertility drugs
- Drugs or medications lawfully obtainable without a prescription, except insulin
- Therapeutic devices and appliances, support garments or other nonmedical items, regardless of their intended use
- Drugs labeled "Caution: Limited by federal law to investigational use" or experimental drugs, even though a charge is made to the individual
- Charges for the administration of prescription drugs or injectable insulin
- Drugs taken by or administered to an individual in whole or in part while an inpatient in a hospital or other health care facility licensed for dispensing pharmaceuticals
- A quantity in excess of the number specified by the prescriber for a 34-day supply (90-day for mail-order)
- Any refill dispensed more than one year after the date of the prescription
- Prescription drugs that may be properly received without charge under local, state or federal programs, including Workers' Compensation
- Renova (Tretinoin)
- Lifestyle drugs such as drugs treating weight loss (except in the case of morbid obesity) and hair loss. Drugs prescribed for erectile dysfunction (ED) in excess of six doses per month
- Prescriptions purchased at a nonparticipating pharmacy
- Expenses for drugs obtained through another medical or prescription drug plan (no coordination of benefits)
- · Claims filed more than one year after the date the expense was incurred

## Filing a Claim

If you do not have your prescription drug card when you make a retail purchase, you must pay for the prescription when purchased and have the pharmacist fill out a CVS/Caremark claim form. You must then submit your claim to:

CVS/Caremark P.O. Box 52116 Phoenix, AZ 85072

For more information about appealing claims and additional claims review procedures, see "Claims Review and Appeals Procedures" in the *Rules, Regulations and Administrative Information* section. For additional contact information for claims administrators, see the *Contact Information* section.

#### Filing Deadline

If you do not file a claim within 365 days of the date you incur an expense, reimbursement will be denied.



# **Dental Benefits**

The BlueCare<sup>®</sup> Freedom Dental PPO program allows you and/or your eligible dependent(s) the freedom to choose any licensed dentist when you need dental care. You will maximize your dental benefits when you access a contracting general or specialty dentist through the BlueCare<sup>®</sup> *Dental PPO Network*. Advantages of using the BlueCare *Dental PPO Network are*:

- Reduced out-of-pocket costs due to discounted fees
- No balance billing
- No referral needed for specialty dentists
- Contracting dentists will submit claims for you

Your *dental benefits remain the same* whether you select a dentist from within or outside the network; services are covered at the same benefit level. However, if you choose to receive services from a dentist outside of the network, the plan will pay a percentage of the charges for covered services, based on usual and customary (U&C) charges, up to a maximum annual or lifetime benefit, depending on the services received.

When your dependent needs orthodontic care, treatment must begin before age 16.

<b>Dental Benefits</b>	In-Network	Out-of-Network
Maximum annual benefit	\$2,000 per covered family member (excluding orthodontic).	\$2,000 per covered family member (excluding orthodontic).
Annual calendar year deductible	No deductible applies.	No deductible applies.
Preventive care (two oral exams/year)	Plan pays 100% of PPO negotiated rates.	Plan pays 100% of U&C charges.
All non- orthodontic dental care	Plan pays 80% of eligible expenses, based on the PPO negotiated rate, up to the maximum annual benefit.	Plan pays 80% of eligible expenses, based on the U&C amount, up to the maximum annual benefit.
Orthodontic dental care	Plan pays 80% of U&C, up to a lifetime maximum of \$2,000, for each eligible covered dependent.	Plan pays 80% of U&C, up to a lifetime maximum of \$2,000, for each eligible covered dependent.

#### Your Dental Benefits at a Glance



## **Using Your Dental Benefits**

Dental benefits provide comprehensive coverage for preventive and other types of dental services, including orthodontia. When you need dental care, you must visit a licensed dentist.

In-network dental benefits are available when you choose a provider that participates in the Blue Cross/Blue Shield (BCBS) BlueCare® Freedom Dental PPO Program. The benefit remains the same whether you use an in-network or out-of-network provider. However, in-network providers have agreed to accept a negotiated rate for their services.

If you choose a nonparticipating provider, you can be billed for any amount over what is paid by BCBS.

#### **Benefit Amounts**

**Preventive care:** Preventive care is covered at 100% of the PPO negotiated rate for in-network dentists or U&C charges for out-of-network dentists. Preventive services include two oral exams a year, including teeth cleaning, fluoride applications (up to 19 years of age) and dental x-rays (two bitewings per year and one full mouth x-ray every 36 months).

**Other care:** The plan pays 80% of the PPO negotiated rate for other covered dental care provided by in-network dentists (80% of U&C charges for out-of-network dentists).

**Annual maximum (excluding orthodontic):** The maximum amount the plan will pay *each calendar year* is \$2,000 per person. When you or your covered dependents reach this limit, you are responsible for the full cost of any additional services received.

#### How the Orthodontic Benefit Works

When your covered dependent needs orthodontic care, he or she must visit a licensed orthodontist or dentist. The plan pays a percentage of the charges for covered services, up to a maximum annual benefit. You pay no deductible.

Orthodontic treatment must begin before age 16 and may continue beyond age 19 (when the dependent would otherwise lose eligibility), provided your covered dependent remains:

- A full-time student,
- Unmarried,
- Financially dependent on you, and
- A resident in your household.

#### **Benefit Amount**

The plan pays 80% of the first \$2,500 of expenses for each covered dependent under age 19. That's a lifetime maximum orthodontia benefit of \$2,000 per covered dependent.



#### Cost

Generally, an orthodontist establishes the total cost of his or her services, supplies and appliances before treatment starts. This is paid by an initial down payment with regular monthly payments thereafter. You are responsible for the initial down payment. You will be reimbursed for the down payment (but not more than 16% of the entire treatment — 80% of 20%), and the plan will make regular monthly payments of the benefit for the remaining costs. The plan's payments for orthodontic services will end when you meet the lifetime maximum benefit or coverage under the plan ends.

To receive your monthly reimbursements, you must:

- Continue to qualify as a plan participant, and
- Submit paid receipts from your orthodontist for your monthly payment.

You cannot receive your total reimbursements in less than 24 months unless your dentist certifies that the orthodontic correction is completed.

## **Covered Dental Expenses**

Your dental benefits provide coverage at PPO negotiated rates or U&C charges for the following types of services:

- Two oral exams, including teeth cleaning and scaling, every calendar year; additional cleanings (up to four per year) to treat periodontal disease with a letter of medical necessity
- Fluoride applications up to age 19
- Application of dental sealant up to age 19
- Dental x-rays (bitewings limited to two per year; full mouth limited to once every 36 months)
- Extractions and oral surgery
- Fillings and inlays
- Crowns and initial installation of fixed bridgework
- Artificial tooth implants
- Treatment of diseases of the gums and tissue of the mouth
- Initial installation of removable partial or full dentures
- The addition of teeth to an existing removable partial or full denture or fixed bridgework, or its total replacement, if made necessary by drifting of anchor teeth
- Repair or recementing of crowns, inlays, bridgework or dentures
- Treatment for tooth damage that results from the grinding or biting of teeth (occlusal services)
- General anesthesia for dental procedures when medically necessary
- Orthodontia



## **Expenses Not Covered**

Dental benefits do not cover:

- Expenses to treat a participant's illness or injury arising from any electrical work or any other paid work; expenses for a dependent paid or payable under any Workers' Compensation law (whether performed for pay or not) or any other paid work
- Treatment by someone other than a licensed dentist or physician (the plan will cover teeth cleaning by a licensed dental hygienist who is supervised by a dentist)
- Any work performed directly by a lab and billed to you without a prescription from a dentist, such as manufacture or repair of dentures, liners and other devices and appliances; services and supplies of any kind furnished directly by a lab
- Replacement of a lost or stolen prosthetic device
- Services and supplies that are solely for cosmetic reasons, such as bonding or whitening
- · Services that are not medically necessary
- Treatment in a hospital operated by the federal government or a federal agency for a disability connected to military service
- Illness or injury resulting from any act of war or international armed conflict, participation in a riot or the commission of a criminal act
- Treatment for which there would be no charge if these benefits were not available
- Services provided by a relative or a person who ordinarily resides with you
- Services provided or paid through any other plan
- Treatment of any intentionally self-inflicted injury (except in cases of mental illness)
- Broken appointments
- Claims filed more than one year after the date the expense was incurred

**Orthodontic Expenses Not Covered** 

- Expenses for participants other than eligible covered dependents
- Expenses for a dependent paid or payable under any Workers' Compensation law (whether performed for pay or not) or any other paid work
- · Treatment by anyone who is not a licensed orthodontist or dentist
- Replacement of lost or stolen retainers
- Services or supplies furnished on or after the date your dependent turns age 16, unless those procedures began before age 16
- Services and supplies that are solely for cosmetic reasons
- Treatment for which there would be no charge if these benefits were not available
- Services provided by a relative or a person who ordinarily resides with you

- Services provided without charge or paid through any other plan
- Broken appointments
- Claims filed more than one year after the date the expense was incurred

## Filing a Claim

In-network providers will file a claim for you. Out-of-network providers will usually file a claim for you; but if you are required to file a dental claim, call BCBS at 1-800-862-3386 to obtain a dental claim form. All dental claims should be submitted to:

Blue Cross/Blue Shield of Illinois c/o DNoA P.O. Box 23059 Belleville, IL 62223

When you submit your Request for Benefit Payment 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. Attach a statement from your physician or dentist together with bills or receipts for all covered expenses, including those that count toward the deductible. 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.

For more information about appealing claims and additional claims review procedures, see "Claims Review and Appeals Procedures" in the *Rules, Regulations and Administrative Information* section. For additional contact information for claims administrators, see the *Contact Information* section.



#### **Filing Deadline**

If you do not file a claim within 365 days of the date you incur an expense, reimbursement will be denied.



# **Vision Benefits**

#### Important Note!

Before you make an appointment, notify the provider that you are covered under VSP. In-network vision benefits are provided by VSP (Vision Service Plan). However, you can visit any out-of network licensed optician, optometrist or ophthalmologist and receive a lesser out-of-network benefit.

## Your Vision Benefits at a Glance

Vision Benefits			
	In-Network	Out-of-Network	
Annual calendar year deductible	No deductible applies.		
Annual calendar year benefit maximum	Not applicable.		
Exam	After a \$20 copay per exam, plan pays 100% on up to one exam per year.	After a \$20 copay per exam, plan reimburses up to \$45 on one exam per year.	
Lenses (includes glasses and frames)	After \$20 copay per pair, plan pays100% (frame costs in excess of \$125 are your responsibility, but discounted by 20%).	After a \$20 copay per pair, plan reimburses up to specified limits depending on the type of lens and frame.	
Contact lenses	<b>Participant:</b> Plan pays 100% of discounted prices up to \$200 per pair per year.	Participant: Plan reimburses up to \$200 per pair per year. Dependent: Plan	
	<b>Dependent:</b> Plan pays 100% of discounted prices up to \$200 per year.	reimburses up to \$200 per year.	
Participant annual limits	Two sets of framed lenses or two sets of contact lenses or one of each.		
Dependent annual limits	One set of framed lenses or one set of contact lenses.		



## **Using Your Vision Benefits**

You must visit a licensed optician, optometrist or ophthalmologist. You may choose to visit either in-network or out-of-network providers, but with in-network providers the cost savings can be substantial. For in-network services, the plan pays the cost of covered services after you pay a copay. For out-of-network services, you pay a copay, then you will be reimbursed for part of the expense of eye exams, frames and lenses. You pay no deductible.

You must submit claim forms within six months for non-VSP providers. When you submit claim forms, you must include receipts.

#### VSP Network Advantages

You and your covered dependents benefit when you use providers who participate in the VSP network (network providers) because:

- Network providers have agreed to accept pre-negotiated, discounted rates for their services. Since network providers charge discounted rates, you (and the Fund) save money when you use them.
- Network providers will file claims for you. When you go to a network provider, all you have to do is pay your \$20 copay(s) (and any amount that exceeds specific maximums) and your provider will file a claim with VSP for reimbursement. There are no copays for contact lenses.
- You receive discounted prices on all your vision care needs, including those that are not covered by your plan, such as extra supplies and laser vision correction services.
- When you go to a non-network provider, you must pay for the services at the time you receive them and then file a claim with VSP. After any applicable copays, the plan will then reimburse you up to the scheduled amount. This amount will not be sufficient to pay for the entire cost of the eye examination or materials and you will not receive discounted prices.

#### **Finding VSP Network Providers**

VSP's network includes many providers; so your current provider may already be in the VSP network. To locate a VSP network provider, you can:

- Ask your provider if he/she participates in the VSP network
- Call VSP Member Services at 1-800-877-7195, Monday Friday, 8:00 a.m. until 8:00 p.m.
- Visit their Web site at www.vsp.com for more information

## **Covered Expenses**

The plan pays benefits for the following medically necessary expenses in a calendar year:

- Complete vision analysis, including eye exam, refraction, visual therapy and case history
- Two sets of framed lenses or two sets of contact lenses (or one set of each) for a participant if required by a prescription. One set of framed lenses or contact lenses for a dependent if required by a prescription.



## **Expenses Not Covered**

The plan does not cover:

- Expenses to treat a participant's illness or injury arising from any electrical work or any other paid work. Expenses for a dependent paid or payable under any Workers' Compensation law (whether performed for pay or not) or any other paid work
- Replacement of lost or stolen glasses, or broken frames
- Services in connection with vision therapy, orthoptics, vision training, aniseikonia, or medical or surgical treatment of the eye unless performed by a licensed medical physician or licensed therapist
- Any surgical treatment in place of corrective lenses such as LASIK, photorefractive keratectomy (PKR) or radial keratotomy (RK)
- Treatment in a hospital operated by the federal government or a federal agency for a disability connected with military service
- Charges for services or supplies covered in whole or in part under any other portion of this benefit plan
- Illness or injury resulting from any act of war or international armed conflict, participation in a riot or the commission of a criminal act
- Treatment for which there would be no charge if these benefits were not available
- Services provided by a relative or a person who ordinarily resides with you
- Services or supplies provided without charge or paid through any other plan
- Expenses that are reimbursable by Medicare
- Treatment of any intentionally self-inflicted injury (except in cases of mental illness)
- Broken appointments
- · Claims filed more than one year after the date the expense was incurred

## Filing a Claim

No claim forms are required when you use a VSP participating provider. All claims are filed directly with VSP by the provider.

To submit a nonparticipating provider claim, you must contact VSP at 1-800-877-7195 to obtain a claim form. The reimbursement rate is significantly less than it would be if you used a VSP provider.

For more information about appealing claims and additional claims review procedures, see "Claims Review and Appeals Procedures" in the *Rules, Regulations and Administrative Information* section. For additional contact information for claims administrators, see the *Contact Information* section.

#### Important Note!

If you see a non-VSP provider, you must file your claim(s), and the filing limit is six months from date of service.

# **Continuing Coverage**

A federal law, the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, requires that participants and their covered dependents be able to continue certain health care coverage when they would otherwise lose coverage. Coverage continues at your

#### own expense.

Under COBRA, you and your covered dependents (or former dependents) have the right to continue medical, prescription drug, dental, orthodontic, vision and hearing aid coverage. Or you may elect to continue medical and prescription drug coverage only. You receive the same benefits as active employees for the option you choose. COBRA *does not extend* to other benefits under this plan, such as short-term disability, long-term disability, dismemberment or life insurance.

COBRA coverage for you and your covered dependents continues for up to 18 months if you become eligible for COBRA because your hours are reduced below the number required for coverage or your employment is terminated.

COBRA coverage is also available to your covered dependents for up to 36 months if their coverage ends because:

- You die,
- A covered child becomes ineligible due to age,
- You get a divorce or legal separation, or
- You become entitled to Medicare.

If you retire at age 60 and meet the qualifications for retiree health care, you are eligible for COBRA coverage for 18 months. You can request interim coverage which extends your coverage for up to six months; you pay the full cost of the coverage. This interim coverage will take you to age 62, at which time you would be eligible for retiree coverage. You must contact the Fund Office in writing to request interim coverage.

You or a family member is responsible for notifying the Trustees of any event that makes continuation of coverage applicable. Such events include divorce, death, or becoming Medicare-entitled because of disability or a dependent becoming ineligible because of age.

#### Who Is Eligible for COBRA Coverage

You and your eligible dependents are eligible for COBRA.

Newborns and children adopted by you while you are covered under COBRA are eligible to elect COBRA coverage immediately. Your new child is a "qualified beneficiary" with independent election and second qualifying event rights.

If you have any questions about your eligibility for COBRA, or you do not receive coverage information within 14 days of notification of a qualifying event, contact the Fund Office.



#### How to Enroll for COBRA Coverage

EIT's COBRA coverage is administered by EIT Benefit Funds. You will receive an election form from the Fund Office and more information about COBRA coverage if you become eligible for it. In the case of a divorce or ineligibility of a dependent child, the qualified beneficiary must notify the Fund Office to receive an election form.

To continue coverage, you or your affected dependent must elect COBRA coverage within 60 days after an event qualifies you for COBRA or after the Fund Office mails your election form, whichever is later. Your spouse and dependent children have separate election rights. You have an additional 45 days from the date you return your election form to pay the premiums necessary to avoid any gap in coverage. Any claims you file are not paid until the plan receives your contribution.

If coverage is modified for active employees, COBRA coverage will also be modified. If you do not elect COBRA coverage within the 60 days described above, coverage will end and will not be reinstated.

You, your spouse and dependent children who lose coverage as a result of the COBRA qualifying event are qualified beneficiaries entitled to elect COBRA. A child born to, adopted by or placed for adoption with you during the period of COBRA coverage would also be a qualified beneficiary with a right to COBRA coverage. Each qualified beneficiary has an independent right to elect COBRA coverage. You may elect COBRA coverage on behalf of your spouse, and parents may elect COBRA coverage on behalf of their children.

In deciding to elect COBRA coverage, you should know that a failure to continue your group health coverage will affect your future rights under federal law as follows:

- You can lose the right to avoid having pre-existing condition exclusions applied to you by other group health plans if you have more than a 63-day gap in health coverage. Election of COBRA coverage may help you not have such a gap.
- You will lose the guaranteed right to purchase individual health insurance policies that do not impose such pre-existing condition exclusions if you do not elect and maintain COBRA coverage for the maximum time available to you.
- You should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of the qualifying event listed above. You will also have the same special enrollment right at the end of COBRA coverage if you elect and maintain COBRA coverage for the maximum time available to you.

#### How Much COBRA Coverage Costs

You pay 102% of the regular contribution rate or the cost of coverage for participants and dependents (100% of the premium plus a 2% administration fee).

The Trade Act of 2002 created a new tax credit for certain individuals who become eligible for trade adjustment assistance and for certain retired individuals who are receiving pension payments from the Pension Benefit Guaranty



Corporation (PBGC) (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including COBRA continuation coverage. If you have questions about these new tax provisions, you may call the Health Coverage Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TTD I TTY callers may call toll-free at 1-866-626-4282. More information about the Trade Act is also available at www.doleta.gov/tradeact/.

#### How Long COBRA Coverage Lasts

COBRA coverage can continue up to 18, 29 or 36 months depending on the qualifying event. If more than one qualifying event applies, the maximum coverage period is 36 months total. The following chart shows when you and your dependents may continue health care coverage under COBRA and for how long.

COBRA Qualifying Event	Maximum Period Coverage Can Continue		
COBRA Qualifying Event	You	Spouse	Child
You lose coverage because:	18 months	18 months	18 months
<ul> <li>Your hours are reduced</li> </ul>			
<ul> <li>Your employment ends for any reason (except gross misconduct)</li> </ul>			
You or your qualified dependent are disabled (as defined by Social Security) when you lose coverage	29 months	29 months	29 months
You die	N/A	36 months	36 months
You and your spouse divorce or become legally separated	N/A	36 months	36 months
You become entitled to Medicare*	N/A	36 months	36 months
Your child no longer qualifies as an eligible dependent	N/A	N/A	36 months

\* If you become entitled to Medicare *before* your coverage ends, your spouse and any dependent children are entitled to elect COBRA coverage for up to the greater of 36 months from the date of Medicare entitlement, or 18 months from the date your coverage ends.



### Additional Qualifying Events

The 18-month COBRA period may be extended to 36 months for your spouse and dependent children who are qualified beneficiaries if a second qualifying event (death, divorce, legal separation or a dependent child ceasing to be a dependent under the terms of the plan) occurs during the 18-month COBRA continuation period. However, this extension will only be allowed if the second event would have caused the spouse or dependent child to lose coverage under the plan had the first qualifying event not occurred. To be granted an extension, the qualified beneficiary must notify the Fund Office within 60 days of the second qualifying event.

**Please note:** Your Medicare entitlement (Part A, Part B or both) is considered a second qualifying event for your spouse and dependent children under the EIT plan.

#### **Disability Extension**

The 18-month COBRA continuation period may be extended by up to 11 months for a total of 29 months if a qualified beneficiary is determined by Social Security to be disabled at any time within 60 days of the start of the COBRA continuation period. This 11-month extension is available to all individuals who were qualified beneficiaries at the time of the initial termination or reduction in hours of employment. To be granted this extension, you must notify the Fund Office at 1-312-782-5442 within 60 days of the determination and within the 18-month COBRA continuation period. You must also provide a copy of the determination of disability notification from the Social Security Administration.

The disabled individual must also notify the Fund Office within 30 days of any final determination that such individual is no longer disabled.

#### When COBRA Coverage Ends

COBRA health care coverage will end before the maximum period described in the "Maximum Period Coverage Can Continue" chart in this "Continuing Coverage" section, if:

- Required premiums are not paid by the due date.
- You, your spouse or dependent becomes covered under another group health plan, including a Medicare plan, after you have made your COBRA election (this does not apply if the new plan has pre-existing condition limits affecting the covered person).
- You, your spouse or dependent become eligible for Medicare (this only affects the person with Medicare coverage).
- You, your spouse or dependent recover from disability during the 11-month extension period.
- EIT no longer provides health care coverage to any of its active employees.

COBRA coverage may also be terminated for any reason the plan would terminate coverage of a participant or beneficiary not receiving COBRA coverage (such as fraud).

If your COBRA coverage terminates for any reason, it cannot be reinstated.



#### **Notice and Election Procedures**

To protect your family's rights, you should keep the appropriate parties informed of any changes in address, as follows:

- **Participant address:** If your address changes, you should notify the Fund Office.
- Dependent address: Also notify the Fund Office if your spouse or dependent(s) changes address (to an address other than your address).

If you have any questions or need to provide notice or make an election related to your COBRA rights, contact the Fund Office at 1-312-782-5442 Monday through Friday between 8:30 a.m. and 4:30 p.m. Central Time or write to:

EIT Benefit Funds 221 North La Salle Street, Suite 200 Chicago, Illinois 60601-1214



# Retiree Health Care Benefits

You may be eligible for retiree health care benefits under this plan. As with active participants, benefits are contingent upon the continuation of the plan by the Trustees and on the financial adequacy of the plan. The Trustees reserve the right, in their sole and unrestricted discretion, to change, amend or end this coverage at any time for any reason. Examples of changes that may occur as retiree health care costs continue to rise include but are not limited to special retiree deductibles or copays, or caps on prescription drug expenses.

#### Who's Eligible

You (and your eligible dependents) are eligible for retiree health care if:

- You meet each of the following criteria:
  - You are receiving a benefit from and have ten years of eligibility service under either the EIT Employees' Retirement Plan or the I.B.E.W.
     Local 134 Staff Plan (or both),
  - Your employer continues to make contributions on your behalf, and
  - You have been covered as an active employee under this plan throughout the two years before your retirement - OR -
- You have at least 30 years of credited service and are receiving a benefit under the EIT Employees' Retirement Plan — *or* beginning on or after July 1, 2006, you have a combined total of at least 30 years of credited service under Pension Plan No. 2 and eligibility service earned under Pension Plan No. 2 solely from your employment as a union business representative, apprentice school teacher or apprentice school administrator.

#### How Your Retiree Medical Benefits Work

The lifetime maximum benefit per person is \$2 million. This maximum benefit includes benefits paid before retirement.

#### If You're Not Medicare-Eligible

Unless you retire on a disability pension, you are not eligible for retiree health care benefits until you reach age 62. When you reach age 62 (or if you retired on a disability pension), you will receive the same health care benefits as an active participant until you reach age 65 or become entitled to Medicare.



#### If You Are or Become Medicare-Eligible

You are eligible for the same health care benefits as active participants, but Medicare is the primary plan. That is, Medicare will pay benefit costs before the plan pays. Expenses not reimbursable by Medicare may be covered by this plan if you have followed Medicare procedures. You are expected to seek treatment from a provider that has been approved by Medicare and is eligible to receive reimbursement from Medicare. All Medicare-eligible retirees and their medical eligible dependents must satisfy the EIT annual deductible before any benefits will be paid by the plan.

The plan assumes you are covered for Part B of Medicare. If you don't enroll for Medicare Part B coverage, you must pay the amount Medicare would otherwise have paid (e.g. 80% of Medicare-eligible expenses). The plan does not cover the cost of Medicare premiums.

#### If You Die

If you die, your surviving spouse will remain eligible for coverage for 360 days, whether or not he or she is eligible for Medicare. Your spouse may then continue coverage under COBRA for up to 36 months by paying the applicable premium (see "Continuing Coverage" on page 61). Your eligible dependent children will also remain eligible for coverage for 360 days. If your child stops attending school during this time, he or she is eligible for 120 days of coverage from the last day of full-time attendance (not to exceed a total of 360 days, or past your dependents' 23<sup>rd</sup> birthday).

#### **For More Information**

Contact the Fund Office for more information about retiree health care benefits that may apply for you.



The definitions included in this glossary will help you understand your plan benefits.

**Active Employee** 

A person who meets the definition of employee, who is actively at work or available for work for a contributing employer, and who is not a retiree.

#### **Chiropractic and Naprapathic Care**

Skeletal adjustments, manipulation or other treatment (including naprapathy) in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Treatment is performed to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

#### Coinsurance

The percentage of covered expenses you must pay after you have met your annual deductible. For example, if you use an in-network provider, you pay 10% of the PPO negotiated rate for most medical procedures and the plan covers the remaining 90%.

#### Copay

A fee charged by the plan for certain health care services or care. For example, copays are charged at the time of a medical office visit or when you have prescriptions filled. This fee is usually a flat amount.

#### **Cosmetic Surgery**

Plastic or reconstructive surgery or other services and supplies which improve, alter or enhance appearance, whether or not performed or used for emotional or psychological reasons.

#### **Credited Service**

Credited service is used to determine the amount of your pension benefit under EIT Employees' Retirement Plan. It also may be used to determine eligibility for health care coverage after you retire.

Generally, you receive one full year of credited service for each calendar year in which you have 800 hours of covered employment. Before 1976, credited service was determined by the Plan provisions in effect at that time. After 1975, you receive one full year of credited service for each year in which have at least 800 hours. For each year in which you have at least 500, but fewer than 800 hours, you receive credited service in proportion to your number of hours — up to the maximum full year of credited service.

Refer to the EIT Employees' Retirement Plan for more information on credited service.

#### Deductible

The amount you pay for covered services each year before the plan begins to pay benefits.

#### Durable Medical Equipment (DME)

Medical equipment that can withstand repeated use without significant deterioration. DME is primarily and customarily used to serve a medical purpose, and generally is not useful to a person in the absence of an illness or injury. DME is covered when it is designed and medically necessary to assist an injury or illness of the covered person and is appropriate for use in the home.

#### **Eligibility Service**

Eligibility service is used to determine when you qualify for a pension under the EIT Employees' Retirement Plan. It also may be used to determine eligibility for health care coverage after you retire.

Generally you receive one year of eligibility service for each calendar year in which you have at least 500 hours of covered employment. Before 1976, you received eligibility service based on how long you worked. After 1975, you receive a year of eligibility service for each calendar year in which you have at least 500 hours of covered employment.

Eligibility service earned under any other pension plan sponsored by the Trustees or under the Retirement Plan for Employees of I.B.E.W. Local 134 is also counted.

#### Home Health Care (HHC)

Physician-ordered services for part-time or intermittent home nursing care by a licensed HHC organization when continued hospitalization would otherwise have been required if home care was not provided.

#### **Hospice Care**

Services provided for a terminally ill person. To be considered "terminally ill," the covered individual must provide a statement from the attending physician indicating life expectancy to be six months or less. Hospice care programs provide either home care or inpatient care through an affiliated hospital or nursing facility.

#### **Industry Employment**

The term "industry employment" means any period of employment in which a participant is engaged in any capacity, whether as an employee, sole proprietor, owner-operator, independent contractor, self-employed person or otherwise, within the trade and geographic jurisdiction of the Union.

#### In-Network (PPO Provider)

A health care service or supply furnished by a PPO network provider. In general, in-network services are covered at a higher benefit level than out-of-network services.



#### Investigational/Experimental

Procedures, drugs, devices, services and/or supplies which are:

- Provided or performed in special settings for research purposes or under a controlled environment and which are being studied for safety, efficiency and effectiveness; and/or
- Awaiting endorsement by the appropriate National Medical Specialty College or federal government agency for general use by the community at the time they are rendered to a covered person; and
- Specifically with respect to drugs, combination of drugs and/or devices, are not finally approved by the Federal Drug Administration at the time used or administered to the covered person.

#### Lifetime Maximum

The total amount of benefits you can receive under the plan in your lifetime.

#### Medical Services Advisory (MSA)

Blue Cross/Blue Shield (BCBS) Medical Service Advisory is the organization responsible for precertifying or authorizing medical services received from a hospital or other inpatient facility (see "Medical Service Advisory" on page 35).

#### Medically Necessary (Medical Necessity)

Health care services and supplies that are:

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

#### **Morbid Obesity**

A condition that exists when weight is at least twice the ideal weight for frame, age, height and gender, according to the Federal Guidelines on Obesity.

#### **Occupational Therapy**

Physician-ordered treatment by a licensed occupational therapist. The physically disabled person is treated by means of constructive activities designed and adapted to promote the functional restoration of the person's abilities lost or impaired by disease or accidental injury to satisfactorily accomplish the ordinary tasks of daily living and those required by the person's particular occupational role.

#### **Out-of-Area**

A medical care service or supply that is provided outside the PPO network area (if you live more than 10 miles away from all in-network providers).

#### **Out-of-Network (Non-PPO Provider)**

A medical care service or supply furnished by a provider that does not participate in the PPO network. In general, out-of-network services are covered at a lower benefit level than services from a PPO network provider.

#### **Orthotic Devices**

Appliances such as braces and splints which are required for support for an injured or deformed part of the body as a result of a disabling congenital condition or an injury or sickness.

#### **Out-of-Pocket Maximum**

The most you pay out-of-pocket in a calendar year for eligible medical expenses. If your deductible plus coinsurance toward eligible expenses reaches the out-of-pocket maximum, the plan pays 100% for most additional covered expenses for the rest of the calendar year. (In-network office visit copays and amounts charged by out-of-network providers above negotiated rates or U&C charges do not count toward the out-of-pocket maximum.)

#### **Participant**

A person who is employed by an employer participating in the EIT benefit plan and for whom contributions are being received by EIT.

#### **Participating Provider Option (PPO)**

A medical organization that allows you to choose from a list of participating providers. The providers agree to provide appropriate medical care for negotiated rates to plan participants. You pay less for services when you use participating PPO providers because their charges are based on the PPO negotiated rates.

#### **Physical Therapy**

Physician-ordered treatment by a licensed physical therapist using physical means, hydrotherapy or biomechanical and neurophysiological principals.

#### **Plan Administrator**

The plan administrator controls and manages the operation and administration of the benefits and programs of a plan. The Trustees serve as the plan administrator for the Electrical Insurance Trustees Health & Welfare Plan for Employees of the Contractors' Association, Fund Office, Apprentice Schools and Union Office.

#### **Preventive Care**

Health care services intended to prevent or provide early diagnosis of illness or injury, such as routine physical exams, gynecological exams, well-child care and immunizations.



#### **Skilled Nursing Facility (SNF)**

A licensed facility that provides 24-hour professional nursing services on an inpatient basis to persons convalescing from injury or sickness. SNFs maintain a complete medical record on each service recipient and are supervised on a full-time basis by a physician.

#### **Speech Therapy**

Speech therapy as directed by a physician and performed by a licensed speech therapist. Treatment is covered by the plan if the services are expected to restore a speech function lost due to disease, injury or surgery.

#### **Timely Filing**

The length of time in which a claim must be filed in order to receive benefits.

#### Usual and Customary (U&C) Charges

The charges considered appropriate in your geographic area for medically necessary services, treatments, supplies or drugs. You pay any charges over the U&C amount.

#### Welfare Fund

Refers to the assets held in trust for the EIT Benefit Funds Health & Welfare Plan for Employees of the Contractors' Association, Fund Office, Apprentice Schools and Union Office.



# Disability

Your plan provides you with disability coverage that gives you and your family protection against some of the financial hardships that can occur if you become disabled or injured. The benefits include:

- Short-Term Disability benefits
- Long-Term Disability benefits

In addition to these benefits, you may also be eligible for benefits from the EIT Retirement Plan and Social Security. See the *What Happens If...* section for more information.

#### More Information

For definitions of terms that are often used in describing your benefits, be sure to review the "Glossary" on page 84 of this section and in the *Health Care* section of this SPD.

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This section describes how you can participate in disability benefits,

including who is eligible, when disability coverage begins,

maintaining disability coverage and when disability coverage ends.

### **Participant Eligibility**

If you are an active employee and you are eligible for health benefits, you are eligible for disability benefits.

If you stop working in active employment or become ineligible for health benefits under the plan, your eligibility for disability benefits will end. Once your eligibility ends, you will not be eligible for disability benefits until you resume coverage as an active employee under the health plan.

See "Participant Eligibility" in the *Health Care* section for more information about health plan eligibility requirements.

### When Coverage Begins

Short-term disability coverage begins on the 91<sup>st</sup> day of full-time employment after you become eligible for health and welfare benefits under this plan (see "Participant Eligibility" in the *Health Care* section).

Eligibility for long-term disability coverage begins on the first day of the month after you have been enrolled in the Health & Welfare Plan for 12 consecutive calendar months.

### When Coverage Ends

Coverage ends when you fail to meet eligibility requirements or if the plan is discontinued. The following table summarizes situations in which coverage would normally end and what happens to your coverage in each situation.

Disability Coverage Ends…	However, Disability Coverage May Continue if
100 days after you terminate employment	No further coverage is available.
If the plan is discontinued	No further coverage is available.

The Trustees will make every effort to notify you by mail if you lose coverage for any reason. The notice will be sent to the address on file at the Fund Office. Be sure to notify the Fund Office if you have a change of address.

**Note:** You must reimburse the plan for any benefits that may have been paid after you have lost coverage because you terminated employment.

It is solely your responsibility to know when your coverage will end once you terminate employment. Notice of loss of coverage from the Fund Office is not an obligation of the Welfare Fund, its Trustees or the Fund Office.



### Filing a Claim

To collect short-term disability or long-term disability benefits, you must contact the Fund Office and obtain a claim form. The Fund Office will send a claim form to you. It must be completed by you, your employer and your physician and returned to the Fund Office. The completed claim form must be filed with the Fund Office within 365 days from the date of your disability. You also must supply the Fund Office with information the Trustees require (i.e., proof of your claim).

The Fund Office will forward your completed claim form to a third-party case management service for medical review before any benefits are paid. All benefits are subject to certification by the case management service.

Benefits are not available for any claim that began more than 365 days before receipt of the completed claim form by the Fund Office. In addition, if the Fund Office determines that you received short-term disability or long-term disability benefits to which you were not entitled, you will be required to reimburse the Fund for any benefit payments made to you.

#### **Proof of Claim**

Your proof of claim must show:

- That you are under the regular care of a licensed physician or behavioral health provider,
- The date your disability began,
- The cause of your disability,
- The extent of your disability including restrictions and limitations preventing you from performing your regular job, and
- The name and address of any hospital or facility where you received treatment, as well as all attending physicians.

EIT Benefit Funds reserves the right to request an independent exam by a selected physician to review your eligibility for disability benefits.

Refer to "Claims Approval and Denial" in the *Rules, Regulations and Administrative Information* section for more claims information.

### What's Not Covered

You will not receive benefits for any period of disability:

- During which you are not under the regular care of a licensed physician or behavioral health provider,
- During which your disability is not certified by the case management service,
- During which you are treated by a relative or a person who ordinarily resides with you,
- That results from injury or sickness caused directly or indirectly by war or an act of war,
- Caused by participation in a riot,
- That results from intentionally self-inflicted injury,
- For which you are paid by an employer,

Important Note

You can receive benefits for up to a maximum of 2 years and 14 weeks.

#### **Important Note!**

See the "What's Not Covered" list for exclusions that apply to both short-term disability and long-term disability benefits.



- That results from an accident while intoxicated or under the influence of narcotics not administered by a physician,
- That results from an injury or sickness arising from any electrical work or any other paid work or is payable under any Workers' Compensation or occupational disease law,
- That results from travel in a private aircraft, or
- That occurs after the date you retire.

These exclusions apply to both your short-term disability and your long-term disability benefits.



## Short-Term Disability Benefits

You receive short-term disability benefits if you are disabled by an illness or accidental injury while an active employee. The disability must prevent you from returning to work with a participating employer and make you totally unable to perform your job. You also must be under the care of a licensed physician or behavioral health provider during your disability.

The chart below summarizes the short-term disability benefits offered under the plan. To fully understand how these benefits work, you should read the more detailed information that follows the chart.

Short-Term Disability Benefits	
When Coverage Begins	On the 91 <sup>st</sup> day of full-time employment after you become eligible for health and welfare benefits under this plan
When Benefits Are Payable	After you are unable to work and have been under the care of a licensed physician or behavioral health provider for seven consecutive days
What You Receive	60% of your weekly pay up to \$750 a week for up to 13 consecutive weeks
How Long Benefits Last	If you remain totally disabled and your disability continues to be certified by a case management service, payments continue for up to 13 weeks.
Other Benefits	You remain eligible for health and welfare benefits.



#### You What's the Definition of and

Disability?

You are considered disabled if you suffer from an illness or accidental injury that prevents you from being continuously able to perform your job, and you are under the care of a licensed physician or behavioral health provider.

## When Benefits Begin and End

Your benefits will begin after you are unable to work for seven consecutive days, and you are under the care of a licensed physician or behavioral health provider.

If you remain totally disabled, payments continue for up to 13 weeks, but not beyond the date your physician allows you to return to work.

See "What's Not Covered" on page 75 for exclusions and limits that apply to disability benefits under the plan.

### **Receiving Benefits**

You will receive the benefit shown in the "Short-Term Disability Benefits" chart on page 77 at the end of each pay period during which you have provided proof of your continuing disability. Because of federal law, Social Security and Medicare taxes will be withheld from your weekly short-term disability benefit. If you want federal income and state taxes withheld from your check, you must notify the Fund Office.

### **Recurring Disabilities**

If you recover from a short-term disability, return to work and are later disabled again from the same cause, the two periods will count as one 13-week disability period, unless your physician released you for full-time unrestricted work and:

• You returned to full-time unrestricted work for at least four consecutive weeks doing the same or similar work as you did before the disability.

If you recover from one short-term disability and then become disabled from a different cause, you will receive benefits for up to 13 weeks for *each* period of disability if:

- Your physician allowed you to return to full-time unrestricted work between the two periods of disability, and
- You returned to full-time unrestricted work for at least four consecutive weeks doing the same or similar work as you did before the disability.



## Long-Term Disability Benefits

You may receive long-term disability benefits for up to 24 months while you continue to be disabled and under a physician's care.

The chart below summarizes the long-term disability benefits offered under the plan. To fully understand how these benefits work, you should read the more detailed information that follows the chart.

Long-Term Disability Benefits			
When Coverage Begins	On the first day of the month after you have been enrolled in the Health & Welfare Plan for 12 consecutive months		
When Benefits Are Payable	After 14 weeks of disability (13 weeks of short-term disability plus the seven day short-term disability waiting period)		
What You Receive	60% of your average monthly pay (up to a maximum monthly benefit of \$3,000). The benefit will be reduced by any disability benefit paid or payable by Social Security		
How Long Benefits Last	Your benefits will continue for up to 24 months after they begin as long as you remain disabled or until you retire, whichever comes first.		
Other Benefits while You Are Disabled	<ul> <li>You remain eligible for health and welfare benefits</li> <li>You may be eligible to receive a disability pension from the EIT Retirement Plan if you have five or more years of eligibility service.</li> <li>You may qualify for a Social Security disability benefit</li> </ul>		
	<ul> <li>If you become totally and permanently disabled, you may qualify to have your Basic Life Insurance benefits converted to 114 monthly installment payments</li> </ul>		

**Note:** After your long-term disability benefits end, you may qualify to continue medical, prescription drug, dental, orthodontia, vision and hearing aid benefits for up to 29 months by paying premiums as available through COBRA. (See "Continuing Coverage" in the *Health Care* section for more information about COBRA continuation of coverage.) COBRA does not include disability benefits.

If you're eligible for a disability pension, you may also qualify for retiree health care coverage.

### When Benefits Begin and End

Your long-term disability benefits begin after 14 weeks of disability. (During this 14-week period, you may be eligible for short-term disability benefits — see "Short-Term Disability Benefits" on page 77.)

Applying for Social Security Disability Benefits

If your disability is expected to last six months or longer, you are expected to apply for Social Security disability benefits.



Your benefits end at the first instance of any of the following circumstances:

- The disability ends
- 24 months after benefits begin
- When you receive a disability award from Social Security and elect to receive a pension from EIT

### **Qualifying for a Benefit**

To qualify for long-term disability benefits, you must:

- Be covered by the Health & Welfare Plan for at least 12 consecutive calendar months before the disability began,
- Be prevented from performing any gainful work due to a physical or mental impairment,
- Not have engaged in any gainful employment for 14 consecutive weeks,
- Be under the continuous care and attendance of a licensed physician or behavioral health provider or surgeon for treatment of your disability, and
- Have applied for Social Security disability benefits and your application is still pending, or be eligible to receive Social Security benefits.

The Fund Office determines disability and the right of any participant to receive disability benefits from the plan.

See "What's Not Covered" on page 75 for exclusions and limits that apply to disability benefits under the plan.

### **Receiving Benefits**

Your long-term disability benefit is paid monthly for up to 24 months after benefits begin. The benefit amount is based on the formula shown below:

#### 60% of your average monthly pay

(up to a maximum monthly benefit of \$3,000)

#### MINUS

Disability benefits paid or payable by Social Security or any other group disability plan

**An Example:** If your average monthly pay is more than \$5,000, your maximum benefit is \$3,000 per month. If your monthly pay is \$5,000 or less, your benefit is 60% of your average monthly pay.

Any disability benefits paid or payable by Social Security or any other group disability plan will reduce the benefits payable by this plan.

Vacation and holiday pay, bonuses and commissions are not included in figuring your long-term disability benefit.

#### Average Monthly Pay

Average monthly pay means the wages or salary paid to you by participating employers in the 12 calendar months before your disability began, divided by 12.



### **Recurring Disabilities**

If you recover and are then disabled again within six months from the same or a related cause, you are considered to have a continuation of the first disability. If more than six months have passed since your recovery, and you have worked doing the same or similar work for six consecutive months as you did before your first disability, you are considered to have a new disability for which you may receive up to 24 months of benefits, subject to a 14-week waiting period.

### **Pension Plan Disability Benefits**

If you become totally and permanently disabled and have been granted a disability benefit from Social Security, you may be eligible to receive a disability pension from the EIT Retirement Plan if you have five or more years of eligibility service.

#### What's the Definition of Total and Permanent Disability?

You are considered totally and permanently disabled if:

- A physical or mental impairment prevents you from doing any gainful work,
- The impairment is expected to continue for at least 24 months or result in an earlier death, and
- You are eligible to receive a Social Security disability benefit.

### **Social Security Disability Benefits**

Social Security may also provide disability benefits to you and your eligible family members. You *must* apply for a Social Security disability benefit within five months of disability to remain eligible for long-term disability benefits through this plan. If your initial application for Social Security disability benefits is denied, you *must* pursue your right to appeal the denial. That means you must complete each of the following steps on a timely basis until your claim is allowed:

- A reconsideration
- A hearing before an administrative law judge
- A review by an Appeals Council
- An action in a federal district court

In each step, you must apply in writing within 60 days of notification that your appeal was not granted at the earlier step.

After you have been eligible for Social Security disability benefits for 24 months, you become eligible for Medicare — regardless of your age. This is another important reason to pursue your claim for Social Security benefits throughout the entire appeals process.

### **Disability Advancement**

The Trustees may grant you a short-term emergency advance from the plan while you wait for the determination of your right to receive Social Security disability benefits. Contact the Fund Office for an application.



The advancement is secured by your benefit under this plan or any benefits that you may receive from the Trustees. On approval by the Trustees, you will receive up to one month of your long-term disability benefit. You can apply for an advance once each month until Social Security has made a final determination on your right to disability benefits. The advancement must be paid back to the Trustees within 30 days after you receive a Social Security disability benefit.

If your application for Social Security disability benefits is not approved after you have completed the entire appeal process, as stated under "Social Security Disability Benefits" on page 81, the advancement would revert to the basic long-term disability benefit and would not have to be repaid.

### **Rehabilitative Employment**

Your long-term disability benefit will continue if you participate in rehabilitative employment, but it will be reduced by 80% of your income from such employment. The reduction may apply for the whole 24-month benefit period.



## Permanent and Total Disability Benefits: Life Insurance Conversion

If you become totally and permanently disabled while an active employee under age 70, you may convert your Basic Life Insurance benefit of \$10,000 (see "Life Insurance Benefits" in the *Life Insurance and AD&D* section) to a series of monthly installment payments. It is to your advantage to start these payments after your long-term disability benefits have ended.

#### **Monthly Benefit Amounts**

You may convert your Life Insurance benefit to a series of 114 monthly installment payments ( $9\frac{1}{2}$  years). The first monthly installment is \$148.50 and the remaining installments are \$100 a month. Because of interest, the total amount of the benefit over the 114-month span would be \$11,448.50. If you die while receiving these benefits, any unpaid installments are payable to your designated beneficiary, or your designated beneficiary may elect to receive any unpaid principal balance in a lump-sum payment.

Benefits are currently being administered by Fort Dearborn Life Insurance Company.

#### **Proving Your Disability**

You are considered totally and permanently disabled if:

- A physical or mental impairment prevents you from doing any gainful work,
- The impairment is expected to continue for at least 24 months or result in an earlier death, and
- You are eligible to receive a Social Security disability benefit.

The loss of sight in both eyes, or the severance of both hands or feet or one hand and one foot, is also considered total and permanent disability.

You must furnish the Trustees with proof of disability (including your Social Security award) within 365 days after it begins. The Trustees, or an agent selected by the Trustees, have the right to require proof of the continuing disability at any time during the first two years of disability, and once a year thereafter. Payments stop if you fail to furnish satisfactory proof of your disability.



If your disability ends before all 114 installments have been made, your \$10,000 Life Insurance benefit will be reduced by the amount of total amount of Permanent and Total Disability benefits paid. The exact amount of your Life Insurance benefit coverage is figured based on a table provided by Fort Dearborn Life Insurance Company. (A copy of this table is available at the Fund Office for your review.) The full \$10,000 will be restored if you produce a statement of health satisfactory to the Trustees and return to active employment with a participating employer.

## Glossary

The definitions included in this glossary will help you understand your plan benefits.

Active Employee

A person who meets the definition of employee, who is actively at work or available for work for a contributing employer, and who is not a retiree.

## Life Insurance and AD&D

The plan provides you with life and accident coverage that gives you and your family protection against some of the financial hardships that can occur if you become injured or die. These benefits include:

**Basic Life Insurance** 

Accidental Death & Dismemberment (AD&D)

In addition to these benefits, you or your spouse or beneficiary may also be eligible for benefits from the EIT Retirement Plan and Social Security. See the What Happens If ... section for more information.

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For definitions of terms that are often used in describing your benefits, be sure to review the "Glossary" on page 93 of this section and in the Health Care section of this SPD.



This section describes how you can participate in Life Insurance and AD&D (accidental death and dismemberment) benefits, including who is eligible, when Life Insurance and AD&D coverage begins, maintaining Life Insurance and AD&D coverage and when Life Insurance and AD&D coverage ends.

### **Participant Eligibility**

If you are an active employee and you are eligible for health benefits, you are eligible for Life Insurance and AD&D benefits.

If you stop working in active employment or become ineligible for health benefits under the plan, your eligibility for Life Insurance and AD&D benefits will end. Once your eligibility for health benefits ends, you will not be eligible for Life Insurance and AD&D benefits until you resume coverage as an active employee under the health plan.

If you are a retiree who retired under the early pension benefit provision (as stated in the *Electrical Insurance Trustees Retirement Benefits for Employees SPD*), you have not attained age 65 *and* you are eligible for health benefits, you are not eligible for AD&D benefits but you are eligible for Life Insurance benefits. However, your Life Insurance coverage will end when you reach age 65 or you lose your eligibility for health benefits.

See "Participant Eligibility" in the *Health Care* section for more information about health plan eligibility requirements.

### When Coverage Begins

Coverage begins on the 91<sup>st</sup> day of full-time employment after you become eligible for health and welfare benefits under this plan. See "Participant Eligibility" in the *Health Care* section for details.

### When Coverage Ends

Coverage ends when you fail to meet eligibility requirements or if the plan is discontinued. The following table summarizes situations in which coverage would normally end and what happens to your coverage in each situation.

Life Insurance and AD&D Coverage	However, Life Insurance and AD&D Coverage May Continue if
Ends	
100 days after you terminate employment	No further coverage is available.
<i>If the plan is discontinued</i>	No further coverage is available.

It is solely your responsibility to know when your coverage will end once your employment terminates. Notice of loss of coverage from the Fund Office is not an obligation of the Welfare Fund, its Trustees or the Fund Office.



The Trustees will make every effort to notify you by mail if you lose coverage for any reason. The notice will be sent to the address on file at the Fund Office. Be sure to notify the Fund Office if you have a change of address.

### **Designating a Beneficiary**

You may designate anyone you want as your beneficiary by completing and returning the beneficiary designation form available from the Fund Office. Your beneficiary designation applies to both Basic Life Insurance and the AD&D accidental death benefit. You may change your beneficiary designation at any time by filing a new beneficiary designation form with the Fund Office. Completed beneficiary designation forms must be received by the Fund Office during your lifetime.

If there is no designated beneficiary still surviving at the time of your death, your death benefit is divided equally among the then living members of the first surviving class listed below:

- Your spouse
- Your children
- Your parents
- Your estate

### **Other Benefits Payable on Death**

Your surviving spouse or children may be eligible to receive a survivor benefit from your EIT Retirement Plan.

To apply for your EIT Retirement Plan benefits, your surviving spouse or children may call or write to the Fund Office for benefit forms. Then, he or she must file the application with the Fund Office, which will submit it to the Trustees. Your surviving spouse or children may be asked to supply evidence of age and any other additional information (such as a death certificate) the Trustees consider necessary.

Depending on your age and other circumstances, your spouse may also be eligible to receive death benefits from Social Security.

### Filing a Claim

To collect the Life Insurance benefit, your designated beneficiary must advise the Fund Office of your death and obtain a claim form. The completed claim form must be filed with the Fund Office within 365 days of the date of your death. Your designated beneficiary must supply the Fund Office with information the Trustees require.



To receive AD&D benefits, you or your designated beneficiary need to complete the following steps:

- For a dismemberment benefit, you must contact the Fund Office to obtain a claim form. You must complete and return the claim form within 90 days of the date of the accident and provide other information, such as proof of loss, as requested.
- To receive the accidental death benefit under this coverage, your designated beneficiary must complete and return the claim form within 365 days of the date of your death. He or she must also provide other information as requested by the Trustees.

Refer to "Claims Approval and Denial" in the *Rules, Regulations and Administrative Information* section for more claims information.



If you die from any cause while you are an active employee or you are a retiree who retired under the early pension provision (as stated in the *Electrical Insurance Trustees Retirement Benefits for Employees SPD*) and have not attained age 65 — and you are eligible for health benefits — the plan provides a Basic Life Insurance benefit.

The chart below summarizes the Life Insurance benefits offered under the plan. To fully understand how these benefits work, you should read the more detailed information that follows the chart.

Life Insurance Benefits		
When Coverage Begins	On the 91 <sup>st</sup> day of full-time employment after you become eligible for health and welfare benefits under this plan	
When Benefits Are Payable	If you die while you are an active employee or a retiree who retired under the early pension provision and have not attained age 65 —and you are eligible for health benefits under this plan	
What You Receive	<ul> <li>Your designated beneficiary will receive \$10,000.</li> <li>If you become totally and permanently disabled, your Life Insurance benefit can be converted to 114 monthly installments. (See the <i>Disability</i> section for more information.)</li> </ul>	
How Long Benefits Last	Your designated beneficiary will receive a one-time lump- sum benefit payment.	

#### **Receiving Benefits**

Your Basic Life Insurance benefit is paid to your designated beneficiary as a single lump-sum payment.

However, please note that if you converted your Life Insurance benefit to monthly installments because of permanent and total disability, any installments you received will reduce the amount of your Life Insurance benefit, unless you recover and produce a statement of health satisfactory to the Trustees. (See "Permanent and Total Disability Benefits: Life Insurance Conversion" in the *Disability* section.)

### **Conversion Privilege**

If your Life Insurance coverage ends for any reason other than termination of the plan, you may purchase an individual life insurance policy from an insurance carrier designated by the Trustees, currently Fort Dearborn Life Insurance Company, without giving any evidence of insurability. Contact the Fund Office in advance for an application form and premium and coverage information.



To use this conversion privilege, a written application and payment of the first premium must be made to and received by Fort Dearborn Life Insurance Company within 31 days after termination of coverage. The individual policy issued will be of the form used by the insurance company for conversion of group life insurance at the time conversion is made. The effective date will be the date following the date coverage ends under the plan.

### What's Not Covered

No exclusions apply under Basic Life Insurance coverage.



## Accidental Death & Dismemberment (AD&D) Benefits

If you die because of an accident while an active employee, the plan pays your designated beneficiary an accidental death benefit in addition to the Basic Life Insurance benefit. If you are injured in an accident and become dismembered, the plan pays a dismemberment benefit to you.

The chart below summarizes the AD&D benefits offered under the plan. To fully understand how these benefits work, you should read the more detailed information that follows the chart.

AD&D Benefits		
When Coverage Begins	On the 91 <sup>st</sup> day of full-time employment after you become eligible for health and welfare benefits under this plan	
When Benefits Are Payable	If, while you are eligible for this benefit, you die due to an accident or you are injured in an accident and become dismembered	
What You Receive	<ul> <li>Your designated beneficiary will receive \$5,000 in one lump-sum payment (in addition to your Basic Life Insurance benefit) if you die because of an accident.</li> <li>You will receive up to \$5,000 in one lump-sum payment is used by the page of the page.</li> </ul>	
How Long Donofito	payment if you become dismembered in an accident.	
How Long Benefits Last	Benefits are paid to you or your designated beneficiary in one lump-sum payment if you die or are dismembered as a result of an accident.	
Other Benefits	Not applicable	

### **Receiving Benefits**

An accidental death benefit will be paid to your designated beneficiary if you die as a direct result of an accident and independent of all other causes within 365 days of the date of the accident. This accidental death benefit is in addition to any other life insurance (or death benefit) coverage you may have under a Local 134 benefit plan. However, the benefit is reduced by the amount of any accidental dismemberment benefits paid as a result of the same accident.



If, within 90 days of the date of an accident, you become dismembered due to that accident and you are an active employee, you may receive one of the following benefits:

If a Covered Accident Results in	The Benefit Amount Payable Is…
Covered Loss	
Loss of both hands, both feet, the sight in both eyes, one hand and one foot, one hand or foot and sight of one eye, or hearing in both ears and speech	\$5,000
Loss of one hand, one foot, the sight of one eye, loss of speech or hearing in both ears	\$2,500
Loss of a thumb and index finger on the same hand	\$1,250
Paralysis	
Quadriplegia (paralysis of both upper and both lower limbs)	\$5,000
Paraplegia (paralysis of both upper or both lower limbs) or hemiplegia (paralysis of the upper and lower limbs on the same side of the body)	\$2,500
Triplegia (hemiplegia with paralysis of a limb on the other side)	\$3,750
Uniplegia (the entire and irrecoverable paralysis of one limb)	\$1,250

#### Seat Belt and Air Bag Benefit

The plan will pay to your designated beneficiary an additional \$5,000 if you die in a private passenger car accident, and your seat belt was in use at the time of the accident. The plan will pay a \$500 air bag benefit, in addition to the full benefit amount, if the air bag deployed. Based on the police report, if it cannot be determined whether the seat belt was in use at the time of the accident, then the benefit will be reduced to \$1,000, and the plan will pay an additional \$250 if the air bag deployed.

### What's Not Covered

Your AD&D benefit is not paid if death or dismemberment results from:

- Bacterial infections (except pyogenic infections that occur with or through an accidental cut or wound),
- Ptomaines,
- Bodily or mental infirmity or any other kind of disease,
- Suicide or attempted suicide,
- An act of war,
- Participation in a riot,
- Commission of a felony, or
- An act of terrorism.



## Glossary

The definitions included in this glossary will help you understand your plan benefits.

**Active Employee** 

A person who meets the definition of employee, who is actively at work or available for work for a contributing employer, and who is not a retiree.

#### Retiree

A person who meets the applicable eligibility requirements as stated in the *Electrical Insurance Trustees Retirement Benefits for Employees SPD.* 

Life Insurance and AD&D



## **Rules, Regulations and Administrative** Information

This section contains important administrative information about the benefits provided to you by the Electrical Insurance Trustees and described in this handbook. The information in this section applies to all of your benefits and includes details about your rights as provided under the Employee Retirement Income Security Act of 1974, as amended (ERISA). Although you may not need this information on a day-to-day basis, it is important for you to understand your rights and the procedures you need to follow should certain situations arise.

Your benefits are sponsored and administered by a joint labormanagement Board of Trustees. The Fund Administrator assists the Board of Trustees in the administration of the Fund. The Fund Administrator and other personnel of the administration office are employees of the Fund Office.

In This Section	See Page
Plan Documents	
Your Rights Under ERISA	
Your HIPAA Rights	
Claims Review and Appeals Procedures	
Health Care	
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Change or Termination of the Plan	
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### **Plan Documents**

This Summary Plan Description (SPD, or handbook) serves as the official plan document for the Electrical Insurance Trustees (EIT) Health & Welfare Plan for Employees of the Contractors' Association, Fund Office, Apprentice Schools and Union Office, and supersedes and replaces any prior SPD and Summaries of Material Modification previously provided by EIT for the plans of benefits described in it.

### Your Rights Under ERISA

As a participant in the EIT Health & Welfare Plan for Employees of the Contractors' Association, Fund Office, Apprentice Schools and Union Office, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Although ERISA does not require an employer to provide benefits, it does set standards on how a plan is run. It also requires that you be kept fully informed of your rights and benefits — the details of which are included in this handbook.

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 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 also is filed with the U.S. Department of Labor and is available at the Public Disclosure Room of the Employee Benefits 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.

#### **Continue Group Health Plan Coverage**

 Under COBRA, you may continue health care coverage for yourself, your spouse or your dependents if there is a loss of coverage under the plan as a result of a qualifying event. However, you or your dependents may have to pay for such coverage. Review this SPD and the documents governing the plan for the rules governing your COBRA continuation coverage rights.

#### **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 your 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, U.S. Department of Labor, listed in your telephone directory or contact the:

Division of Technical Assistance and Inquiries Employee Benefits Security Administration U.S. Department of Labor 200 Constitution Avenue N.W. Washington, D.C. 20210

 You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.



### Your HIPAA Rights

According to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), if you lose coverage under the plan, you are entitled to a certificate that shows evidence of your prior medical coverage.

The claims administrator promptly provides this certificate:

- If you or your covered dependents lose coverage under the plan,
- If you or your dependents lose coverage under COBRA, or
- Whenever you submit a written request within 24 months after either of the above events occurs.

The certificate identifies:

- Who was covered under the plan,
- The period of coverage, and
- Any waiting periods.

This certificate is used to determine pre-existing condition exclusion periods in the future because, according to HIPAA, your period of coverage under this plan will offset the exclusion period of a new medical plan.

If you leave this plan and enroll in coverage under another medical plan, check with your new plan's administrator to find out whether:

- The plan has a pre-existing condition exclusion, and
- You need to provide a certificate or other documentation of your medical coverage through this plan.

Under HIPAA, if you have creditable coverage from another plan, you are entitled to receive a certificate of coverage that helps to reduce or eliminate exclusionary periods of coverage for pre-existing conditions under your new group health plan. You will be provided a certificate of creditable coverage, free of charge, from the EIT Health & Welfare Plan for Employees of the Contractors' Association, Fund Office, Apprentice Schools and Union Office or your health insurance insurer when:

- You lose coverage under the plan,
- You become entitled to elect COBRA continuation coverage, or
- Your COBRA continuation coverage ends.

You may also request a certificate of coverage before your coverage ends, or for up to 24 months after losing coverage.

Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after you enroll in your new coverage.

EIT will assist you in obtaining a certificate of creditable coverage from your previous insurer if one is needed and you do not have one.



### **Claims Review and Appeals Procedures**

In all circumstances relating to any claim or appeal for benefits under any plan, the plan administrator or claims administrator responsible for making a determination on the claim or appeal will have discretionary authority in making the determination, including but not limited to, interpreting and applying the terms and conditions of the plan, making any necessary factual determinations and determining eligibility under the plan. Benefits under the plan will be paid only when the Trustees, or persons delegated by them to make such decisions, decide in their sole discretion, that the participant or beneficiary is entitled to benefits under the terms of the plan.

#### Health Care

The plan has a specific amount of time, by law, to evaluate and respond to claims for benefits covered by the Employee Retirement Income Security Act of 1974, as amended (ERISA). The period of time the plan has to evaluate and respond to a claim begins on the date the claim is first filed with the applicable claims administrators.

You may file claims for plan benefits, and appeal adverse claim decisions, either yourself or through an authorized representative. If your claim is denied in whole or in part, you will receive a written notice of the denial from BCBS. The notice will explain the reason for the denial and the review procedures.

An "authorized representative" means a person you authorize, in writing, to act on your behalf. The plan will also recognize a court order giving a person authority to submit claims on your behalf, except that in the case of a claim involving urgent care, a health care professional with knowledge of your condition may always act as your authorized representative.

If you have any questions regarding how to file or appeal a claim, contact the claims administrator. For more information on filing claims and claims administrator's addresses, please see "Filing a Claim" in each applicable benefit plan section and the *Contact Information* section.

#### **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. There are two levels of the appeals process, as described below. You must submit your first appeal to Blue Cross/Blue Shield (BCBS) within 180 days of the date of the BCBS non-favorable decision. If the BCBS appeal is not favorable, you may then request a second level of appeal with the Trustees within 180 days of the date of the BCBS non-favorable decision. You may choose to name an authorized representative to handle your appeal.

A first level appeal is decided by a BCBS review unit that did not conduct the initial review of your claim. The timelines for deciding appeals will differ based upon the type of claim you file.

A second level appeal is decided by the Board of Trustees after a full and fair review and is based upon the information submitted in the appeal and the terms of the plan. The timelines for deciding appeals will differ based upon the type of claim you file.



An appeal of a concurrent care decision to reduce or terminate previouslyapproved benefits may be an urgent care, pre-service or post-service claim, depending on the facts. If your appeal is:

- An urgent care claim: BCBS or CIGNA Behavioral Health will review your claim as applicable. The appeal will be decided as soon as possible, but no later than 72 hours after it is received (no extensions).
- A non-urgent pre-service claim: BCBS or CIGNA Behavioral Health will review your claim. The appeal will be decided within 30 days after it is received, or 15 days for each level of appeal, if two mandatory appeals are allowed (no extensions).
- A non-urgent post-service claim: The appeal must be decided within 60 days after it is received, or 30 days for each level of appeal, if two mandatory appeals are allowed (no extensions).
- **Any other claim under the plan:** The claim must be decided within 60 days after it is received (up to 60-day extension).

The Trustees' decision on a second level appeal is final. If either you or your authorized representative still believes a claim for benefits has been improperly denied, you or your authorized representative may contact the plan administrator. You have the right to receive without charge, upon written request, reasonable access to any documents relied on in making this determination. Furthermore, if you believe the Trustees have erred in determining your rights under the Plan's provisions, you have the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (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. However, you may not initiate any action at law or in equity to recover under the plan until you have exhausted the appeal rights described above and the plan benefits requested in that appeal have been denied in whole or in part.

### Disability and Life Insurance/AD&D Benefits

#### Filing a Claim

If your claim is approved, you will receive all applicable benefits as soon as the Fund Office receives and approves all necessary documentation.

If your claim is denied, you will receive a written explanation from the Fund Office within 90 days from the time the application was received by the Trustees (or within 180 days if the Trustees notify you that additional time is needed for processing the application). This written notice includes:

- Specific reasons for the denial,
- References to the plan provisions on which the denial is based,
- Descriptions of any additional information you may have to provide and why it's needed,
- Explanations of the plan's claim review procedure including the steps to take if you or your beneficiary wish to appeal the decision, and
- A statement of your right to bring a civil action lawsuit under ERISA section 502(a) following a denial of your claim or review.



#### Appealing a Claim

You or an authorized representative may appeal any claim denial by filing a written request for a full and fair review by the Trustees. A request for a review must be filed within 180 days after you receive written notice of the denial. You may also review documents pertinent to the administration of the plan and submit written comments and issues outlining the basis of the appeal. You may have legal representation throughout the review procedure.

The review on appeal will take into account any information you submit, even if it was not submitted or considered as part of the initial determination. Upon request and free of charge, you will also be provided reasonable access to and copies of all documents, records, and information relevant to your claim.

The person filing the appeal may request a written answer, including specific reasons and references to pertinent plan provisions, within 60 days after the appeal is made (or within 120 days if special circumstances require additional time and the Trustees notify you that additional time is needed before the end of 60 days).

The Trustees will provide you written notification of the decision on an appeal, usually within 45 days of when it is received (within 90 days in special cases).

If your appeal is denied, the notification will:

- Include specific reasons for the denial,
- Refer to the specific plan provisions on which the determination is based,
- State that you are entitled to receive, upon request and free of charge, reasonable access to or copies of all documents, records, or other information relevant to the claim,
- Describe any voluntary appeal procedures offered by the plan and state your right to bring civil action under federal law,
- Disclose any internal rule, guideline, protocol, or similar criterion relied on in making the adverse determination (or state that information will be provided free of charge upon request), and
- If the denial on appeal is based on a medical necessity, experimental treatment or similar exclusion, explain the scientific or clinical judgment for the adverse determination (or state that an explanation will be provided free of charge upon request).

The Trustees' decision on an appeal is final. If you or your authorized representative still believe a claim for benefits has been improperly denied, you or your authorized representative may contact the plan administrator.

Besides having the right to appeal, you or your authorized representative can examine any plan documents related to your claim. You can also submit, in writing, reasons why you think the claim should not be denied. If your claim for benefits is denied or ignored, you can file a suit in state or federal court, once you have exhausted all appeals and administrative remedies available under the plan.

### **Non-Assignment of Benefits**

Generally, benefits from the plan belong to you. You may not sell, assign, transfer or garnish these benefits.



### Change or Termination of the Plan

Although the Electrical Insurance Trustees intend to continue the plan indefinitely, the Trustees have the authority and unconditionally reserve the right, in their sole and unrestricted discretion, to change, amend or end the plan at any time, or from time to time, for any reason.

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, as amended (ERISA). If the plan is amended or ends, you may not receive benefits as described in this handbook. However, you may be entitled to receive different benefits, or benefits under different conditions or no additional benefits.

### **Other Plan Details**

This section contains other important information about the administration and funding of the benefit plans described in this handbook.

#### **Plan Name**

The official name of the plan is the Electrical Insurance Trustees Health & Welfare Plan for Employees of the Contractors' Association, Fund Office, Apprentice Schools and Union Office. This SPD describes the health care benefits (medical, prescription drug, dental, orthodontic, vision and hearing) and the welfare benefits (sickness, disability, life, and accidental death and dismemberment insurance) provided under 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 1-312-782-5442

**Employer Identification Number** 

The employer identification number is 36-1033970.

**Plan Number** 

The plan number is 501.

**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 January 1, 2008, the Trustees are as follows:

#### Employer Trustees

William T. Divane, Jr. Divane Bros. Electric Company 2424 North 25<sup>th</sup> Avenue Franklin Park, Illinois 60131-3323 1-847-455-7143

Kevin M. O'Shea Shamrock Electric Company Inc. 1281 East Brummel Avenue Elk Grove Village, Illinois 60007 1-847-593-6070

I. Steven Diamond Malko Electric 6200 Lincoln Avenue Morton Grove, Illinois 60053-2851 1-847-967-9500

Kenneth Bauwens Jamerson & Bauwens Electrical Contractors, Inc. 3055 MacArthur Blvd Northbrook, Illinois 60002 1-847-291-2008

Michael R. Walsdorf Advent Systems, Inc. 435 West Fullerton Avenue Elmhurst, Illinois 60126-1404 1-630-279-7171





**Union Trustees** 

Timothy Foley Michael J. Caddigan Lawrence J. Crawley Samuel Evans James T. North 600 West Washington Boulevard Chicago, Illinois 60661-2490

### 1-312-454-1340

#### **Discretion of Trustees and 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 SPD and any amendments thereto, and
- Any writing concerned with or provided in connection with the operation of the plan.

Benefits under the plan will be paid only when the Trustees, or persons delegated by them to make such decisions, decide in their sole discretion, that the participant or beneficiary is entitled to benefits under the terms 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.

#### **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 annually by an actuary. 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 1-312-782-5442 for more information.



## **Contact Information**

This section shows you where to go for questions about your benefits. For claims filing information and addresses, see "Filing a Claim" in the applicable benefit plan sections.

#### **Claims Administrators**

For	Contact	At
Medical, Hearing Aid and Vision		
Medical benefit PPO network provider information, benefit information (including information hearing aid benefits), forms and claim information	Blue Cross/Blue Shield of Illinois (BCBS)	1-800-862-3386 www.bcbsil.com
The Medical Services Advisory (MSA) Program (the plan's utilization review organization)	Blue Cross/Blue Shield of Illinois (BCBS)	1-800-635-1928* www.bcbsil.com
Hearing aid discounts	EPIC	1-866-956-5400
Vision services	Vision Service Plan (VSP)	1-800-877-7195 www.vsp.com
Behavioral Health and Substar	nce Abuse	
Information on mental health and substance abuse benefits	CIGNA Behavioral Health	1-888-218-7210 www.cignabehavioral.com
The Members Assistance Program (MAP) counseling and education information	MAP (CIGNA Behavioral Health)	1-888-218-7210
Prescription Drug Information		
Prescription drug information, order forms and preaddressed envelopes for mail service	CVS/Caremark	1-800-566-5693 www.caremark.com P.O. Box 94467 Palatine, Illinois 60094
Dental and Orthodontia		
Dental and orthodontia benefit information, forms and claim information	Blue Cross/Blue Shield of Illinois (BCBS)	1-800-862-3386 www.bcbsil.com BlueCare® Freedom Dental PPO P.O. Box 23059 Belleville, Illinois 62223



Contact	At		
Disability Benefits			
EIT Fund Office	1-312-782-5442		
Life Insurance and AD&D Benefits			
EIT Fund Office	1-312-782-5442		
	EIT Fund Office		

Monday through Friday, 7:00 a.m. through 7:00 p.m. Central Time. Weekend and after-hours emergency calls are answered by an answering service.

#### **Fund Office**

Electrical Insurance Trustees (EIT) 221 North La Salle Street, Suite 200 Chicago, Illinois 60601-1214 1-312-782-5442