

**SHEET METAL #10 BENEFIT FUND
2007 SUMMARY PLAN DESCRIPTION/PLAN DOCUMENT**

JANUARY 2007

**Sheet Metal #10 Benefit Fund
Summary Plan Description
For Active Eligible Employees**

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January 2007

To All Active Eligible Employees:

We are pleased to provide you with this revised and updated 2007 Summary Plan Description (SPD). We are proud of the benefits package that we are able to provide to you and your family.

Please read your SPD carefully and share it with your family. This SPD describes the eligibility requirements for coverage and the benefits provided through the Sheet Metal #10 Benefit Fund as of January 1, 2007. We have changed the format of this SPD in an effort to make it easier to use.

Included as part of this SPD are these sections:

- *Important Contact Information*, Page 5, which provide contact information for the various benefits provided by your plan;
- *Schedule of Benefits*, Pages 2 - 4, which is a Summary Of The Benefits available to you under the Plan;
- *Eligibility*, Pages 15 - 28, which describes when you become eligible for benefits and when you lose eligibility; and
- *Life Events*, Pages 30 – 33, which explains what happens to your benefits and what you may need to do when certain life events happen such as when you get married.

In addition to these Sections, throughout this SPD there are boxes of highlights covering important points and tips on how to get the most out of your benefits.

We hope you find the new format easy to use and helpful.

If you have any questions, contact Wilson-McShane Corporation as Claims Manager or The Fund Office.

The success of the Plan is due to the cooperation received from the Union, Contributing Employers, and Eligible Employees. The Fund Office staff and we are grateful for your continuing cooperation.

Sincerely yours,
Board of Trustees

The Trustees reserve the right to amend, modify, or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant. Participants will be notified of any plan changes in writing.

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INTRODUCTION

As a participant in the Sheet Metal #10 Benefit Fund, you are eligible for a comprehensive benefit package.

This booklet is designed to help you understand the benefits available to you. We urge you to read the booklet and share it with your family. Also, we recommend that you keep this booklet with your important papers so you can refer to it when needed.

About This Booklet

We've organized the SPD in a way that will be useful to you. This booklet includes:

- A summary of benefits;
- A listing of important contact information;
- Information about when you and your Dependents can participate in the Plan;
- An explanation of your coverage under the Plan;
- Information about how to file claims and appeals;
- General plan administrative information; and
- A glossary of important definitions.

Your Responsibility

It is important to remember that the Plan is not designed to cover every health care expense. The Plan pays charges for eligible expenses, up to the limits and under the conditions established by the Plan rules. The decisions about how and when you receive medical care are up to you and your doctor – not the Plan. The Plan determines how much it will pay. You and your doctor must decide what medical care is best for you.

This booklet has been prepared for active participants of the Sheet Metal #10 Benefit Fund and describes the benefits in effect as of January 1, 2007. This edition replaces and supersedes any previous summary plan description. The Trustees reserve the right and have the authority to amend, modify, eliminate benefits, or terminate the Plan at any time. In addition, the Trustees, or such other persons as delegated by the Trustees, have the discretion to interpret and construe the rules of the Plan and the terms of this booklet.

Schedule of Benefits

Eligible Employees Only	
Benefit	Coverage
Death benefit (see page 34)	\$10,000
Accidental Death And Dismemberment Benefit (See Page 35)	
Loss of life	\$10,000
Loss of two limbs, sight in both eyes, or one limb and sight in one eye	\$10,000
Loss of one limb or sight in one eye	\$5,000
Weekly Sickness And Accident Benefit (Non-Occupational Only) (See Page 36)	
<i>Journeyman in any contract area</i>	
Weekly Maximum	\$500
Hourly Rate For Partial Daily Benefit	\$12.50
Maximum	\$13,000 per disability
<i>All Other Classifications</i>	
Weekly Maximum	\$350
Hourly Rate For Partial Daily Benefit	\$8.75
Maximum	\$9,100 per disability
Eligible Employees And Dependents	
Major Medical Expense Benefit	Coverage
Lifetime Maximum	
Minnesota And Wisconsin Residents (Class A)	\$300,000 for claims after January 1, 2003
Catastrophic Insurance Maximum	\$15,000 per year
Residents Of All Other States (Class B)	\$1,000,000 for claims after January 1, 2003
Once the Lifetime Maximum is reached, the Plan only provides assistance for catastrophic coverage up to \$15,000 per year.	
Annual Deductible	
Before the Plan pays for most covered expenses, you pay	\$100 per person each year; \$300 family maximum
Coinsurance	
Once you meet your annual deductible, the Plan pays	80%, up to the annual out-of-pocket maximum
Annual Out-Of-Pocket Maximum	
Plan Pays 100% Of Covered Charges For The Remainder Of The Year, Once You Reach Your Out-Of-Pocket Maximum:	
Individual Out-Of-Pocket Maximum	\$800 per person
Family Out-Of-Pocket Maximum	\$2,400
Annual Out-Of-Pocket Maximum Does Not Include Your Deductible	
Office Visits And Testing At Minute Clinic	100% of Reasonable and Customary, no deductible

Immunizations Plan Pays	100% of Reasonable and Customary after deductible
Elective Sterilization Lifetime Maximum Plan Coinsurance	\$800 per person 80% of Reasonable and Customary
Orthotics Calendar Year Maximum Plan Coinsurance	\$100 per person 80% of Reasonable and Customary
Wigs For Hair Loss Due To Chemotherapy Or Illness	One wig up to \$500
Chiropractic Treatment Office Visit Maximum Annual Maximum Annual Maximum For Diagnostic X-Rays	80% after annual deductible up to a maximum of \$30 per visit. \$750 per person \$150 per person
Speech & Occupational Therapy Lifetime Maximum	\$7,500 per person
Mental Health And Substance Abuse Treatment <i>Outpatient</i> Once You Meet Your Annual Deductible, The Plan Pays <i>Inpatient</i> (Including Partial Hospitalization And Day Care) Once You Meet Your Annual Deductible, The Plan Pays Lifetime Maximum For Inpatient Substance Abuse Treatment	80%, up to 10 visits annually* 80%, up to a 14 day maximum per stay* 56 days
Health Education Plan Coinsurance Calendar Year Maximum Lifetime Maximum	80% of Reasonable and Customary \$600 per person \$6,000 per person
Skilled Nursing Care Daily Room And Board Confinement Maximum	100% of Reasonable and Customary 30 days; must have at least 60 days in between confinements
Hospice Care Lifetime Maximum Counseling Lifetime Maximum Bereavement Counseling Lifetime Maximum	185 days per person \$500 \$250
Home Health Care Maximum Days Per Calendar Year	120 days

* May be extended with approval from T.E.A.M., Inc.

Hearing Care Plan Coinsurance	80% of Reasonable and Customary
Maximum Benefit For: One Examination Per Two Consecutive Calendar Years	\$150
Two Hearing Aid Instruments Per Five Consecutive Calendar Years	\$700
TMJ Lifetime Maximum For Appliances	\$600
Prescription Drugs Retail Pharmacy If Another Drug Plan Is Primary Or Paid By The Veterans Administration	Plan reimburses 80%, subject to deductible and out-of-pocket limits 100% of copayment, requires no deductible
Mail Service If Plan Coverage Is Primary For You	80%
Specialty Drug Program Specialty drugs are typically medications that require close supervisions and monitoring of the patient's therapy; need frequent dosage adjustments; need special storage, handling, and administration; and are significantly more costly than traditional drugs.	Not subject to deductible and out-of-pocket limits
If you use the Specialty Drug Program	Plan pays 100%
If you do not use the Specialty Drug Program	Not covered
Dental Benefit (see page 44)	Coverage
Calendar year deductible (B, C, and D services) Individual	\$25
Family	\$75
Plan copayment Coverage A service Coverage A choice PPO provider service provided by Delta Dental Coverage B services Coverage C services Coverage D services See pages 44-45 for a description of each coverage category.	80% of Reasonable and Customary 85% of Reasonable and Customary 80% of Reasonable and Customary 50% of Reasonable and Customary 80% of Reasonable and Customary
Maximum every two calendar years A, B, and C services (Beginning January 1, 2006)	\$2,500
Lifetime Maximum for D services	\$2,500
Vision Benefit (See page 47)	Coverage
Calendar year maximum	\$175
LASIK Eye Surgery Lifetime Maximum	\$500

Important Contact Information

The chart that follows shows the contact information for the various organizations that provide services under the Sheet Metal #10 Benefit Fund.

If you have a question or need information about	Contact	Phone numbers	Web site
Eligibility, ID Cards, Medical And Dental claims and benefits questions	Wilson-McShane Corporation 3001 Metro Drive, #500 Bloomington, MN 55425	(800) 535-6373 (952) 854-0795	N/A
Death and AD&D Claims	Fund Office Sheet Metal #10 Benefit Fund 1681 East Cope Ave., Suite b Maplewood, Minnesota 55109-2631	(800) 396-2903 (651) 770-0991 Fax: (651) 770-1351	www.smw10.org
To find a Preferred Provider: Medical & Prescription Drug Vision Dental Employee Assistance Plan	Blue Cross Blue Shield EyeMed Wilson-McShane Corporation T.E.A.M., Inc.	Use web site (866) 559-5252 (800) 535- 6373 or (952) 854-0795 (800) 634-7710 or (651) 642-0182	www.bluecrossmn.com www.eyemedvisioncare.com www.deltadentalmn.org

Important Notices

When reading this document, it is important for you to know:

- When the term “you” is used, it means you and/or your eligible Dependents.
- The Board of Trustees reserves the right to interpret, amend, or terminate any and all provisions of the Plan.
- It is important that you notify The Fund Office whenever you:
 - Change your home/ mailing address;
 - Change your beneficiary;
 - Have a job injury that qualifies for disability credits under the eligibility rules;
 - Become disabled or return to work after such disability ends;
 - Enter and return from the uniformed services of the united states;
 - Gain a new Dependent (note: the following proof must be submitted to enroll a new eligible Dependent):
 - Spouse - marriage certificate and HIPPA certificate;
 - Step child – marriage certificate, divorce decree and/or paternity orders;
 - Children born outside of the marriage - birth certificate, paternity papers, and documentation that the required support for the Dependent was provided;
 - Adoption – adoption papers/ placement papers;
 - Change marital status;
 - Have a Dependent who no longer meets the Plan’s definition of a Dependent to ensure that he or she receives proper COBRA notice.
 - Full-time student documentation must be submitted to Wilson-McShane Corporation each semester.
- The current Preferred Provider Organizations (PPOs) the Plan uses are:
 - Blue Cross Blue Shield - medical
 - EyeMed - routine vision care and glasses
 - Prime therapeutics - prescription drugs
 - Delta Dental - dental
 - T.E.A.M., Inc.- Employee Assistance Plan
- The Plan reserves the right to change or discontinue any PPO anytime.
- The Plan may receive rebates from prime therapeutics for prescriptions purchased under the Plan. These rebates will be used to reduce the Plan’s expenses.

Definitions

The following are definitions of certain terms used in this SPD and are important to your understanding of your coverage. Refer to these definitions as you read this SPD to get a COMPLETE explanation of your benefit program.

Accidental Injury: any unforeseen or unintended trauma to the body, excluding over-utilization of a body part.

Active Eligible Employees Plan: the benefits of this plan for active eligible employees and their Dependents.

Actively at Work: the eligible employee is employed in, available for, or would be available for (except for being disabled) bargained or non-bargained work where contributions are required to be made to this fund.

Age 65: the age attained at 12:01 a.m. On the first day of the month in which the eligible person's 65th birthday occurs.

Ambulatory Medical-Surgical Facility: a freestanding ambulatory surgical center or a facility offering ambulatory medical services, provided such facilities have been reviewed and approved by the appropriate state agency.

Calendar Year: the period of 12 months starting on January 1st of each year and ending on December 31st in the same calendar year.

Caregiver: a person not associated with a hospice agency who resides in the home and provides non-medical services and companionship. This may be a family member.

Claims Administrator or Third-Party Administrator: the Third-Party Administrator hired by the Board of Trustees to process claims and provide other administrative functions for The Fund.

Consultation: a review of the medical history of the patient, a review of laboratory and x-ray examinations, an examination of the patient, and a report written by the consulting Physician if requested by the attending Physician.

Consultation Service: Consultations by a Physician called in by the Physician providing medical treatment to the patient while confined as a patient in the Hospital as a result of a Non-Occupational Injury or Disease, or as a result of a pregnancy for which benefits are payable.

Contributing Employer: any employer who, pursuant to the terms of a collective bargaining agreement or a participation agreement, agrees to contribute to the Sheet Metal #10 Benefit Fund for hours worked by individuals employed by such employer. Local #10, the Sheet Metal Local #10 Control Board Trust Fund, and any Joint Apprentice and Training Committee (JATC) affiliated with Sheet Metal #10 and Sheet Metal, Air Conditioning & Roofing Contractors Association, inc. (SMARCA) are also considered Contributing Employers.

Cosmetic Surgery: surgery or medical treatment to improve or preserve physical appearance, but not physical function. Examples are removal of tattoos and breast augmentation.

Dependent: a Dependent includes any or all of the following individuals:

1. The eligible employee's lawful spouse, unless legally separated;

2. Each unmarried biological child, adopted child, or child for whom adoption proceedings have been started and the child placed in the eligible employee's home by a licensed placement agency for the purpose of adoption, from birth to 19 years of age. These children will remain Dependents even after the eligible employee is divorced and the Dependents reside with the former spouse or until they no longer meet the definition of Dependent for some other reason;
3. Where there is an unmarried natural child or an adopted child not born or adopted during a marriage, that child will only be a Dependent where there is a legal determination that the child is the child of the eligible employee and the child is either legally residing with the eligible employee or the eligible employee is providing monthly support of a minimum of \$200 per month per child;
4. Step-child, only for the duration of the marriage of the eligible employee to the parent of that step-child;
5. Those grandchildren and step-grandchildren of the eligible employee who were covered under this plan on December 31, 1992 and have continuously met and continue to meet the Plan's definition of a Dependent;
6. A child who is otherwise a Dependent age 19 through 24 years old (up to age 25), who is regularly attending school as a full-time student. Proof of full-time student status must be provided. Coverage will end on the earlier of the last day of the month in which he or she:
 - A. Is no longer a full-time student;
 - B. Graduates;
 - C. Reaches his or her 25th birthday; or
 - D. Is no longer primarily Dependent on the eligible employee.
7. Children named as an alternate recipient in a Qualified Medical Child Support Order, so long as they also meet the definition of Dependent under the Plan.

The following are **not** eligible Dependents under the Plan:

- A. Foster children;
- B. The children of a person living with, but not married to, the eligible employee;
- C. Grandchildren and step-grandchildren except as stated in (5) above;
- D. Dependents of eligible employees who have elected single coverage.

Experimental or Investigative: a service, procedure, drug, device, or treatment modality for a specific diagnosis that:

1. Has failed to obtain final approval for use as a specific service, procedure, drug, device, or treatment modality for a specific diagnosis from the appropriate governmental regulatory board;
2. Reliable evidence does not establish a consensus conclusion among experts recognizing the safety and effectiveness of the specific service, procedure, drug, device, or treatment modality on health outcomes for a specific diagnosis;
3. Reliable evidence shows that the drug, device, medical treatment, or procedure is the subject of on-going phase I or phase ii clinical trials, is in the research, Experimental, study, or investigational arm of on-going Phase III clinical trials, or is otherwise under study to determine

its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment or diagnosis; or

4. Reliable evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment, or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable evidence means only published reports and articles in the authoritative medical and scientific literature, the written protocol or protocols used by the treating facility or the protocols of another facility studying substantially the same drug, device, medical treatment, or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment, or procedure.

The Trustees have the authority to determine, in their discretion, whether a service, procedure, drug, device, or treatment modality is Experimental or investigative, regardless of whether it has been prescribed, ordered, recommended, or approved by a Physician.

Fund Administrator: The Fund's Board of Trustees.

Fund Office: the business office of the Sheet Metal #10 Benefit Fund.

Home Health Care Agency: any of the institutions listed below.

1. Hospital;
2. Visiting nurse licensed by the state where care is given; or
3. Nonprofit or public health agency or other organization licensed as a home health agency that provides medical services to the patient in his/her home.

Home Health Care Plan: a plan for the continued care and treatment of an eligible person who is under the care of a Physician and who would need Hospital confinement without home health care. A Home Health Care Plan must be:

1. Approved in writing by the attending Physician and the home health care provider;
2. Certified by a Physician that hospitalization would be required if home health care is not used; and
3. Reviewed at least every 30 days and reapproved in writing at least every 60 days.

Hospice Agency: a public or private organization that:

1. Administers and provides hospice care; and
2. Is either:
 - A. licensed or certified as such by the state in which it is located;
 - B. Certified (or is qualified and could be certified) to participate as such under Medicare;
 - C. accredited as such by the joint commission on the accreditation of Hospitals; or
 - D. Able to meet the standard established by the national hospice organization.

Hospice Plan: a coordinated, interdisciplinary program to meet the physical, psychological, and social needs of terminally ill persons and their families:

1. By providing palliative (pain controlling) and supporting medical, nursing and other health services; and
2. Be provided through home or inpatient care during the sickness or bereavement.

Hospice Services: any services provided:

1. Under a hospice plan; or
2. By a Hospital or related institution, home health agency, hospice or other facility licensed by the state to operate a hospice.

Hospital: a place that is licensed as a Hospital (if licensing is required by law), operated for the care and treatment of resident inpatients, and has registered graduate nurses always on duty, access to a laboratory and operating room where major surgical procedures are performed by legally qualified Physicians. In no event will the term Hospital include an institution or that part of an institution that is used principally as a clinic, convalescent home, rest home, nursing home, or home for the aged.

For paying benefits for mental or nervous disorders, Hospital also means a place, other than a convalescent, nursing, or rest home that has:

1. Accommodations for resident patients;
2. Facilities for the treatment of mental or nervous disorders;
3. A resident psychiatrist always on duty or call; and
4. As a regular practice, charges the patient for the expense of confinement.

For paying benefits for Alcoholism, Chemical Dependency, or Drug Addiction, Hospital confinement also means confinement in a residential primary treatment program, as licensed by the state, pursuant to a diagnosis or recommendation by a Physician or an employee assistance program employed by The Fund.

Local #10 or Union: Sheet Metal Workers International Association Local #10, its successors, and any other union that becomes party to the Trust Fund's agreement and declaration of trust.

Medically Necessary or medical necessity: a service or supply that is required to treat a medical condition or symptom(s). In the case of inpatient admissions, the medical condition or symptoms must require inpatient treatment for these admissions to be considered Medically Necessary. The Board of Trustees has the sole discretion of determining whether a service or supply is Medically Necessary, regardless of whether it is ordered by a Physician.

Medicare: the two health care programs, Part A - a Hospital benefit plan and Part B - a supplementary medical benefits plan, which are established by title xviii of the social security act of 1965, as amended. Medicare also includes Part D – prescription drug coverage, established by the Medicare modernization act of 2003.

Medicare Benefits: benefits for services, supplies and prescription drugs that the eligible person receives or is entitled to receive under Medicare Part A, B, or D.

Mental or Nervous Disorder: all forms of illnesses in which psychological, intellectual, emotional, or behavioral disturbances are the dominating features as manifested in maladaptive behavior or impaired functioning, whether caused by genetic, physical, chemical, biological, environmental, psychological, social, or cultural factors; that also meet the criteria further described in the most current edition of the diagnostic and statistical manual of mental disorders and any subsequent revisions thereto, of the

American Psychiatric Association. Mental illness in any person or serious emotional disturbance of a child.

Mental illness includes:

- Schizophrenia;
- Schizoaffective disorder
- Bipolar disorder (manic-depressive illness);
- Major depressive disorders;
- Panic disorders;
- Obsessive-compulsive disorder;
- Pervasive development disorder or autism;
- Anorexia nervosa; and
- Bulimia nervosa.

Serious emotional disturbance of a child is defined as a child who:

1. Has one or more mental disorders identified in the DSM, other than primary substance abuse disorder or developmental disorder, that results in behavior inappropriate to the child's age according to expected developmental norms, and
2. As a result of the mental disorder, one of the following occurs:
 - A. The child has substantial impairment in at least two of the following areas: self care, school functioning, family relationships, or ability to function in the community; and either of the following occurs:
 - I The child is at risk of removal from home or has already been removed from the home, or
 - II The mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment, or
 - III The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; or
 - IV The child meets special education eligibility requirements (in an "individual with exception needs" identified by an individual education program team as a child with a disability), and the child's impairment requires instruction, services, or both, which cannot be provided with modification of the regular school program.

Non-Occupational Injury or Disease: an injury or disease that does not arise from, is not caused by, contributed to by, or is a consequence of, any disease that arises out of or in the course of any employment or occupation for compensation or profit.

Obstetrical Procedure: any of the procedures listed below:

1. An abdominal operation for extra-uterine pregnancy;
2. The delivery of a child or children by means of a cesarean section;

3. The delivery of a child or children by means other than a cesarean section;
4. Services in connection with a miscarriage, with or without dilation and curettage; or
5. All surgical and anesthesia benefits are payable for charges incurred by a Physician, including a certified nurse midwife, for the performance of an Obstetrical Procedure.

Owner-Member: an owner, agent, contractor, subcontractor, jobber, or any other person who is directly or indirectly financially interested in or who is an officer or otherwise involved in the management of a Sheet Metal Shop, Business or job. An owner-member includes but is not limited to a person who meets all three of the following requirements:

1. The person is an employee of:
 - A. An incorporated business if the employee is an officer, director or an owner of the business; or
 - B. Any business enterprise, however organized, in which the business is owned or controlled by the employee and a member of the employee's family, (which includes the employee's spouse and lineal ascendants and descendants and the spouse's lineal ascendants and descendants);
2. The person is a member of the union in good standing; and
3. The person performs work covered by the terms of a collective bargaining agreement to which Local #10 is a party.

Participant(s): employee(s) and/or Dependent who are eligible for benefits under this plan according to the eligibility section of the rules and regulations.

Participation Agreement: a written agreement, other than a collective bargaining agreement, which allows the eligible employees of a Contributing Employer to participate in the Plan.

Physician: a person who is duly licensed to practice medicine and to prescribe and administer all drugs not including narcotic drugs. The term Physician will also include, except where specifically stated otherwise, licensed chiropractors, dentists, podiatrists, chiropodists, osteopaths, psychiatrists, certified nurse midwives, licensed psychologists, Licensed Social Workers (LCSW), nurse practitioners, and clinics licensed by appropriate state agencies, operating within the scope of their licenses. For purposes of the weekly sickness and accident benefit, a Physician is a Medical Doctor (M.D.) or doctor of osteopathy (D.O.).

Pre-Existing Condition: any injury, illness, sickness or medical condition that has manifested itself when medical care, treatment or diagnosis have been given by a health care provider within the last 12 months to you or your covered Dependent.

Pre-Natal Care: care provided to a pregnant woman for care related to maternity services prior to the end of pregnancy.

Pre-Operative Care: care provided by the operating Physician in connection with a surgical procedure during the period of continuous Hospital confinement during which the surgical procedure is performed, or a period of not more than seven days preceding the date of the surgical procedure, whichever is longer.

Post-Natal Care: care provided a pregnant woman for care related to maternity services during the 90-day period following the end of pregnancy. **Post-natal care** does not include any care provided to the newborn child or children.

Post-Operative Care: care rendered by the operating Physician in connection with a surgical procedure during the period of continuous Hospital confinement during which the surgical procedure is performed or a period of not more than 14 days following the date of the surgical procedure, whichever is longer.

Qualified Medical Child Support Order(QMCSO): a judgment, decree or order (including approval of a settlement agreement) issued by a court of competent jurisdiction requiring that a medical child support order recognize an eligible employee's child as an alternate recipient. Such order must be approved by the Board of Trustees and the child must meet the definition of a Dependent.

Reasonable and Customary: the usual and customary charge for the services provided and the supplies furnished in the area where such services are provided or supplies are furnished. The actual charges of a Hospital or Physician for the particular service rendered to the extent that the charge is reasonable and does not exceed the customary charge or fee for comparable services charged by Hospitals or Physicians within the applicable geographic area with training, experience, and professional standing comparable to the Hospital or Physician that renders the service. The Fund bases its determination on the use of national databases of health care charges and takes into account the geographic region where the services were provided.

Respite Care: a short-term inpatient hospice stay that may be necessary for a hospice patient to give temporary relief to a caregiver who regularly assists with home care. Each respite care stay is limited to five days.

Sheet Metal Workers Local #10 Pension Plan: the Retirement Income Plans sponsored by Local #10.

Sheet Metal Workers National Pension Plan: the retirement plan sponsored by the Sheet Metal workers International Association.

Skilled Nursing Care Confinement: confinement in a skilled nursing care facility:

1. Upon the specific recommendation and under the general supervision of a legally qualified Physician;
2. Beginning within 14 days after discharge from a required Hospital confinement for a period of at least three days for which room and board benefits are paid, or if longer, for an eligible person who would need to be re-admitted to a Hospital without the skilled nursing care; and
3. For receiving Medically Necessary care for convalescence from the conditions causing or contributing to the preceding Hospital confinement.

Skilled Nursing Care Facility: an institution or that part of any institution that operates to provide convalescent or nursing care and:

1. Is primarily engaged in providing to inpatients skilled nursing care and related services for patients who require Medically Necessary care, or rehabilitation services for the rehabilitation of injured, disabled or sick persons;
2. Has policies, which are developed and periodically reviewed by a group of professional personnel, including one or more Physicians and one or more registered professional nurses, to govern the skilled nursing care and related medical or other services provided;

3. Has a Physician, a registered professional nurse or a medical staff responsible for the execution of such policies;
4. Has a requirement that the health care of every patient be under the supervision of a Physician and provides for having a Physician available to furnish necessary medical care in case of emergency;
5. Maintains clinical records on all patients;
6. Provides 24-hour nursing services that is sufficient to meet nursing needs in accordance with the policies developed and has at least one registered professional nurse employed full time;
7. Provides appropriate methods and procedures for the dispensing and administering of drugs and biologicals;
8. In the case of an institution in any state in which state or applicable local law provides for the licensing of institutions of this nature is:
 - A. Licensed pursuant to such law; or
 - B. Approved by the agency of the state or locality responsible for licensing institutions of this nature as meeting the standards established for such licensing; and
9. Meets any other conditions relating to the health and safety of individuals who are furnished services in such institution or relating to their physical facilities.

Specialty Drug: A medication that typically requires:

1. Close supervision and monitoring;
2. Frequent dosage adjustments;
3. Special storage, handling, and administration; and
4. Significantly higher costs than traditional drugs.

Surgical Procedure: any procedure in the categories listed below:

1. The incision, excision or electro cauterization of any organ or part of the body;
2. The manipulative reduction of a fracture or dislocation;
3. The suturing of a wound;
4. The removal by endoscopic means of a stone or other foreign object from the larynx, bronchus, trachea, esophagus, stomach, urinary bladder or ureter; or
5. Laser surgery and lithotripsy.

Terminally Ill: a participant for whom a Physician has determined:

1. There is no reasonable prospect for cure; and
2. The life expectancy is six months or less.

Totally Disabled Or Total Disability: the complete inability to engage in your own occupation for wage or profit.

Trustees or Board of Trustees: the Trustees of the Sheet Metal #10 Benefit Fund.

Eligibility

Collectively Bargained Employees

You will become eligible for benefits if:

- You perform work that is under the jurisdiction of collective bargaining agreements between the Sheet Metal Workers Local Union 10 and Contributing Employers; and
- You meet the requirements of initial or continuing eligibility.

Coverage Election

There are special rules for certain eligible employees, including but not limited to, residential Sheet Metal Workers, Signhangers, and South Dakota employees that require you to make an election for single or family coverage. If you elect single coverage, your Dependents will not be covered. If you have chosen single coverage, you may enroll Dependents when your Dependents lose other group coverage due to:

- Legal separation,
- Divorce,
- Death,
- Dependent termination of employment (voluntary or involuntary),
- Dependent exhaustion of COBRA Continuation Coverage,
- Dependent reduction in hours, and
- Dependent no longer meets the definition of Dependent under that coverage.

The Trustees have the right to change these rules, including eliminating the single coverage category altogether.

Medical Examination

A medical examination is not required to become covered under this plan.

Initial Eligibility

If you were never eligible under the Plan before, you will become eligible on the first day of the calendar month following one lag month after your first eight hours of covered employment. You will remain eligible for two months. Initial Eligibility for existing employees of newly organized companies are not subject to the lag month. If you are not actively at work, you will lose eligibility.

Non-Bargained Employees

There are different eligibility rules for Non-Bargained Employees. Contact The Fund Office for a copy of non-bargained eligibility rules.

Actively at Work:

The eligible employee is employed in, available for, or would be available for (except for being disabled) bargained or non-bargained work where contributions are required to be made to this fund.

EXAMPLE

You begin work on June 2. You will become eligible on August 1 and remain eligible for August and September. Here is how the balance of your Dollar Bank will look:

Eligibility for August costs	- \$798 from Dollar Bank
Eligibility for September costs	- \$798 from Dollar Bank
Contributions for June work (100 hours at \$5.80/hr)	+ <u>\$580 into Dollar Bank</u>
Balance in Dollar Bank	= - \$1,016 in Dollar Bank

If contributions for your work are more than the premium amount in a month, the excess contributions are used to offset the negative balance in your Dollar Bank. For example, if contributions for July are more than \$798, then the excess would be used to offset the negative balance in your Dollar Bank.

Pre-Existing Conditions

Upon Initial Eligibility or re-eligibility, your coverage is subject to the pre-existing condition clause, which provides that the Plan will pay a maximum of \$10,000, during the first 12 months you (or your eligible Dependents as of that date) are covered, for all health conditions that existed prior to the date your coverage became effective. This 12-month period can be shortened, or even eliminated, if you are able to provide a certified statement of prior creditable coverage as required by the Health Insurance Portability and Accountability Act. You have the right to request a certificate of creditable coverage from any prior plan. The Fund will help you obtain a certificate from your prior plan, if necessary. If you had creditable coverage under a prior plan, you will need to submit a certificate of creditable coverage to The Fund.

A **pre-existing condition** is any injury, illness, sickness or medical condition that has manifested itself when medical care, treatment or diagnosis have been given by a health care provider within the last six months to you or your covered Dependent.

A pre-existing condition is any injury, illness, sickness or medical condition that has manifested itself when medical care, treatment or diagnosis have been given by a health care provider within the last six months to you or your covered Dependent. The Plan will pay limited benefits related to that condition during the first 12 months of the participant's coverage.

Only treatment directly related to the pre-existing condition can be limited.

In addition, no pre-existing condition limitations may apply to:

- Pregnancy;
- Newborn children, if they were enrolled for any creditable coverage within 30 days starting with the date of birth;
- Adopted (or placed for adoption) children under age 18, if enrolled for creditable coverage within 30 days starting with the date of adoption or placement for adoption; or
- Genetic information alone (without a diagnosis of a related condition).

Re-Qualifying Eligibility

If your previous coverage in this plan ceased for any reason, and you are re-qualifying for benefits under the Plan, you will become eligible on the first day of the third calendar month following any month in which contributions were required to be made on your behalf to the Plan that were equal to or exceeded the premium amount. If your employer contributions are less than the premium amount in the starting month and your employer reports at least 80 hours, you will be permitted to pay the difference between the contributions made and the full cost of coverage, at the hourly rate in force at the time of the starting month. Re-qualification will be subject to the Plan's pre-existing conditions exclusion. Contact The Fund Office for the current monthly premium amount.

EXAMPLE

If the total contributions required for coverage are \$798 per month and \$798 of contributions are made for you in June, then you will be eligible in September.

Under either of the above eligibility provisions (initial or re-qualifying), your benefits will still become effective if you are not actively at work because of disability on the date you gain or regain eligibility. Weekly sickness and accident benefits will only be paid for dates of disability that follow your eligibility date. For example, if you become eligible September 1st from contributions for work in June, but are disabled on September 1st due to an injury that occurred in August, you will receive weekly sickness and accident benefits for the time you continue to be disabled after September 1st, subject to the Plan's limitations on weekly sickness and accident benefits.

Continued Eligibility

Once you meet the Initial Eligibility requirements, you will continue to be eligible for benefits if one of the following conditions is satisfied. The Fund Office will check these conditions in the order in which they are listed to determine if you are eligible to have your coverage continued.

Your coverage will continue if:

- The Plan received sufficient contributions (as determined by the Trustees) for the third month prior to the month of coverage;

EXAMPLE

If the total contributions required for coverage are \$798 per month and \$798 of contributions are made for you in June, then you will be eligible in September.

- Employer contributions for the third prior month plus your available Dollar Bank balance equal the monthly premium requirement;

EXAMPLE

The total contribution required for coverage is \$798. Employer contributions for you are \$580 in June. \$228 will be subtracted from your Dollar Bank to provide coverage in September. Eligibility created for August and September were \$798.

- Employer contributions for the third prior month plus self-pay contributions equal the self-payment rate determined by the Trustees (this is known as Special Continuation Coverage, see page 22); or

EXAMPLE

The self-payment required for coverage is \$798, as determined by the trustees. Employer contributions for you are \$570 in June. You will have to pay \$228 to have coverage in September.

- You are eligible for COBRA Continuation Coverage and you remit the required COBRA Contribution payment when due. (see page 24.)
- To continue eligibility in a coverage month, you must have sufficient contributions made for your work month. See the chart below:

Contributions for this work month	Pay for coverage this month
January	April
February	May
March	June
April	July
May	August
June	September
July	October
August	November
September	December
October	January
November	February
December	March

Dollar Bank

When you first qualify as an eligible employee under the Initial Eligibility rules, you will have a negative balance in your Dollar Bank. This negative balance will be calculated as the value of the difference between the actual contributions received due to hours worked in your first month and the cost of two months of coverage. This negative balance can be depleted by any amounts received on a monthly basis that exceed the required amount for coverage.

You can accumulate up to a maximum of \$25,000 in your Dollar Bank.

For each month in which you attain initial or continuing eligibility, all contributions will be deposited in your Dollar Bank. If you do not attain eligibility, all contribution hours from that month will be forfeited and will not be deposited in your Dollar Bank. At the end of each month, any contributions made on your behalf beyond the full cost of coverage will be credited to your Dollar Bank.

Your Dollar Bank will be used to continue your eligibility in the Plan if you do not meet the Continued Eligibility requirements. Dollars used to continue eligibility will be deducted from your Dollar Bank. The required amount will be established by the Trustees based on the benefit cost of the Plan plus administrative expenses.

When your Dollar Bank is depleted or cancelled, you may continue coverage for plan medical benefits by making self-payments for the Plan's Special Continuation Coverage or COBRA Continuation Coverage, subject to the eligibility requirements of each.

When you retire, coverage for you and your Dependents will end under the active plan at the end of the month with your last day worked unless you use Dollar Bank reserves to continue active coverage for a maximum of three months. You may exhaust the remainder of your bank for retiree coverage. You may be eligible for retiree coverage if you met the eligibility requirements or you can elect COBRA Continuation Coverage.

Reciprocal Agreement

You may maintain your eligibility if you work in the jurisdiction of a reciprocal fund under the terms of the reciprocal agreements entered into by The Fund. Contributions received by The Fund will be credited by dividing the total dollar amount received by the current contribution rate. You must request reciprocity in writing. For more information about reciprocal agreements, contact The Fund Office.

Non-Bargained Unit Employees

If you are a full-time non-bargained employee for a Contributing Employer who has agreed to contribute to The Fund under the terms of the special agreement providing for the coverage of all non-bargained unit employees, you become eligible the first day of the month after The Fund received your employer's payment for your coverage. Your Continued Eligibility to participate is dependent on your status as a non-bargained unit employee and the employer's payment of the required premiums. Please contact The Fund Office for non-bargained employee rules.

Dependents

If you meet the eligibility requirements explained above, your Dependents will be eligible for benefits under this plan if they:

- Meet the definition of Dependent (see definition on page 7); and
- Are not members of the uniformed services of the United States.

New Dependents will become eligible for benefits when they meet the definition of Dependent.

Dependents of eligible employees who have elected single coverage are not covered.

If you and your spouse are both eligible employees under this plan, benefit payments for Dependents will be coordinated and no more than 100% of covered expenses will be paid.

Qualified Medical Child Support Orders (QMCSO)

If a copy of a medical child support order, as defined in ERISA Section 609(a), or other Order designating medical child support, is filed with The Fund Office, The Fund Administrator will promptly notify the eligible employee and each alternate recipient of the receipt of such order and the Plan's procedure for determining whether the order is a Qualified Medical Child Support Order (QMCSO), as

further defined in ERISA section 609(a). The Fund Administrator will determine whether the order is a QMCSO pursuant to the Plan's procedures, and notify the eligible employee and each alternate recipient of the determination. Any payment for benefits made by the Plan pursuant to a QMCSO in reimbursement for expenses paid by an alternate recipient's custodial parent or legal guardian will be made to the alternate recipient's custodial parent or legal guardian. Only Dependents who are eligible Dependents under this plan can receive benefits. All benefits payable are subject to the rules of the Plan.

Family and Medical Leave Act (FMLA)

For eligible employees of certain employers, the Family and Medical Leave Act of 1993 (FMLA) creates a federal right for you to take up to 12 weeks of unpaid leave for your serious illness, after the birth or adoption of a child, or to care for your seriously ill spouse, parent or child. The Family and Medical Leave Act (FMLA) requires certain employers to maintain health care coverage during the leave period. If you qualify and take a family or medical leave, your eligibility for benefits is protected. Your employer is responsible for any required contributions and the Trustees will determine the contribution rate. If you think that you may qualify for a FMLA leave, contact your employer. Any dispute regarding your eligibility for an FMLA leave is between you and your employer.

Eligibility Upon Return From The Uniformed Services

The uniformed services employment and reemployment act provides certain benefit protections to eligible employees on military leave in the uniformed services. You must be eligible for benefits when you entered active duty. If you enter active military service for up to 31 days, then you can continue medical, dental and vision coverage during that leave period if you continue to pay the required contributions or use available reserve funds for coverage. If you are in active military service for more than 31 days and your reserve funds have been exhausted, then you may be able to continue medical, dental and vision coverage at your own expense for up to 18 months. Contact The Fund Office for further information.

Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes:

- Active duty;
- Active duty for training;
- Initial active duty for training;
- Inactive duty training;
- Full-time national guard duty; and
- A period for which you are absent from a position of employment for an examination to determine your fitness for duty.

After you complete active duty, you must report to work with the union within the specified periods shown below. If you meet these requirements and register for work with the union, you will be covered on the first day of the month following the date of your honorable discharge or release from active duty.

If you were in military service	You must
1 to 30 days	Report to the union by the beginning of the first regularly scheduled workday after discharge (allowing eight hours for travel).
31 to 180 days	Submit an application for reemployment to a Contributing Employer and the union within 14 days after the completion of your service.
More than 180 days	Submit an application for reemployment to a Contributing Employer and the union within 90 days after the completion of your service.

The Fund Office may request that you provide documentation to establish the timelines of your application for reemployment. Documentation may include a copy of your discharge papers that show the date of enlistment, the date of discharge, and whether the discharge was honorable.

Your coverage ends on the first day of the month following the date you enter uniformed services and elect not to continue coverage. Your eligible **Dependents** may continue coverage under the Plan by electing and making payments for COBRA Continuation Coverage.

When you are discharged, if you are Hospitalized or recovering from a **sickness** or **injury** that was incurred during your military service, you have until the end of the federally prescribed period that is necessary for you to recover to return to or make yourself available for work with your employer (generally two years).

Termination of Eligibility

Collectively Bargained Employees

Your coverage will terminate on the last day of the third month following the last month in which sufficient contributions were reported to The Fund, if you do not otherwise meet the eligibility requirements. Coverage will also end if you join the uniformed services of the United States, or if the Plan terminates.

EXAMPLE

If the last month for which contributions were reported was June, then your coverage will end on September 30.

Continuation of Coverage

If you lose eligibility and if continuation coverage is available; then you have two options:

- The Plan’s Special Continuation Coverage; or
- Coverage pursuant to the Consolidated Omnibus Budget Reconciliation act of 1985 (COBRA) (see page 24).

COBRA benefits provided will be the same as under the active eligible employee plan excluding the Death, Accidental Death and Dismemberment, and weekly sickness and accident benefits. Special

Continuation Coverage benefits provided will be the same as under the active eligible employee plan including the Death, Accidental Death and Dismemberment, and weekly sickness and accident benefits.

If you choose COBRA Continuation Coverage, then you are rejecting the Plan's Special Continuation Coverage. Similarly, an election of the Plan's Special Continuation Coverage is a rejection of COBRA Continuation Coverage. When you do not elect either type of continuation coverage, you will not be eligible for plan coverage unless you return to work and reinstate your eligibility.

If you continue to work for an employer after that employer ceases to be a Contributing Employer, then you will not be eligible for either continuation coverage or COBRA coverage.

Special Continuation Coverage

If your eligibility is terminated because The Fund has not received the required hours of contribution on your behalf and you do not have sufficient funds in your Dollar Bank, then you may make a maximum of 18 monthly self-contribution payments to maintain your Continued Eligibility. To do so, you must remain actively at work. If you are no longer working in the Sheet Metal trade, then you may continue coverage through COBRA (see page 24). Special Continuation Coverage is not available if you are retiring or entering a branch of the uniformed services.

Actively at Work: the eligible employee is employed in, available for, or would be available for (except for being disabled) bargained or non-bargained work where contributions are required to be made to this fund.

You will forfeit your right to make self-contributions if you:

- Continue to do bargaining unit work at a job in the Sheet Metal trade, in the jurisdiction of the union, for which no contributions are required to be made to The Fund on your behalf; or
- Become eligible for health coverage under another group plan.

Your Special Continuation Coverage will end on the earliest of the:

- First day of the month for which you did not make the required contribution; or
- Last day of the 18th month for which you made self contributions for the Special Continuation Coverage (in periods of high unemployment the Trustees have the discretion to change the Special Continuation Coverage period to 36 months)

Disability Continuation Coverage

If your eligibility has been extended for the maximum time allowed under the special continuation rules, you can continue coverage if:

- You became totally disabled while eligible under the active eligible employees plan;
- At least 11,500 hours of contributions were paid to the Plan on your behalf while performing covered employment; and
- You are receiving a pension benefit from either the Sheet Metal Workers Local #10 Pension Fund, Sheet Metal Local 10 Supplemental Retirement Fund, and/or the Sheet Metal Workers National Pension Fund.

You may self-pay for the above referenced disability continuation coverage until the later of the date you reach age 65 or the date you become eligible for Medicare.

You can change from the disability continuation coverage to the retiree plan at age 55 or older, if you meet the eligibility requirements for retiree benefits. Prior to age 55, you may change your coverage to the retiree plan if you continue to be totally disabled and qualify for social security or you continue to be totally disabled and earn less than \$1,500 per month, verified by copies of your income tax returns. Contact The Fund Office for more information on changing from disability continuation coverage to the retiree plan.

Non-Bargained Unit Employees – Termination of Eligibility

If you lose eligibility due to your employment termination, you may continue medical, dental and vision coverage under COBRA only.

If continuation coverage ends, you must meet the Initial Eligibility rules to be covered again.

Dependents

The eligibility of your Dependents will terminate on the earliest of the following dates:

- The date your eligibility under the Plan terminates;
- The date your Dependent no longer meets the definition of Dependent;
- The date your Dependent enters the uniformed services of the united states; or
- The date the Plan terminates.

In certain situations, a Dependent who loses coverage under the Plan will have the right to elect Special Continuation Coverage or COBRA Continuation Coverage.

Special Dependent Continuation Coverage

If you die while covered under the Plan, coverage for your eligible Dependents will continue to your normal termination date as if you had remained alive and not earned any additional hours of contribution. Any funds remaining in your Dollar Bank may be applied toward the self-contributions required for continuation of Dependent coverage. Dependents will be eligible for extended coverage as long as they meet the definition of Dependent and they pay the required self-contributions when due. Your child born after your Death will be eligible as long as coverage for your other Dependents is effective. If your Dependent becomes eligible for other coverage, special Dependent continuation coverage terminates.

<p>Your spouse may switch to retiree coverage at age 62. Your spouse's coverage will terminate the day he/she remarries. In this event, your Dependent children will be offered the right to continue coverage under COBRA Continuation Coverage.</p>

Surviving Dependents must make the required self-contributions when they are due so that coverage remains continuous. Wilson-McShane Corporation must receive the first monthly self-contribution by the end of the month after the beginning of the month for which such self-contribution applies. Subsequent self-contributions are due at Wilson-McShane Corporation on the first day of the month for which they are due. Self-contributions received after these deadlines will not be accepted and the

Dependent's coverage will end as of the first day of the month for which self-contributions were due and not paid.

An election of this Special Dependent continuation coverage is a rejection of COBRA Continuation Coverage. Conversely, an election of COBRA is a rejection of this special Dependent continuation coverage.

COBRA Continuation Coverage

In compliance with a federal law commonly called COBRA, this Plan offers its eligible employees and covered Dependents (called qualified beneficiaries) the Opportunity to elect a temporary continuation (COBRA Continuation Coverage) of the Plan's healthcare coverage. This coverage includes medical, dental, vision, and hearing benefits when that coverage would otherwise end because of certain events (called qualifying events). Qualified beneficiaries who elect COBRA Continuation Coverage must pay for it. Death, AD&D, and weekly sickness and accident benefits are not covered under COBRA.

COBRA Continuation Coverage is offered to qualified beneficiaries in specific instances, called qualifying events , when coverage under the Plan would otherwise end. A qualified beneficiary is an eligible employee and/or his Dependents who are covered under the Plan on the day before a qualifying event.

Who is Entitled to COBRA Continuation Coverage

Each qualified beneficiary can elect COBRA Continuation Coverage when a qualifying event occurs. As a result of that qualifying event, that person's healthcare coverage ends, either as of the date of the qualifying event or as of some later date. A parent or legal guardian may elect COBRA for a minor child. A qualified beneficiary also has the same rights under the Plan as other covered individuals.

A qualified beneficiary is any eligible employee or Dependent of an eligible employee who was covered by the Plan when a qualifying event occurred. A child who becomes a Dependent child by birth, adoption, or placement for adoption with you during a period of COBRA Continuation Coverage is also a qualified beneficiary. A person who becomes your spouse during a period of COBRA Continuation Coverage is not a qualified beneficiary. You must notify The Fund Office within 31 days after the date of marriage, birth, adoption, or placement for adoption, or loss of full-time student status.

COBRA Qualifying Events

A qualifying event triggers the opportunity to elect COBRA when you or your **Dependent** loses coverage under this plan. Qualified beneficiaries are entitled to COBRA Continuation Coverage when qualifying events occur and cause coverage to end. If you or your **Dependent** has a qualifying event but do not lose healthcare coverage under this plan, (for example, you continue working even though you are entitled to **Medicare**) then COBRA will not be available.

The following chart lists the cobra qualifying events, who can be a qualified beneficiary, and the maximum period of COBRA Continuation Coverage.

Qualifying event causing healthcare coverage to end	Maximum COBRA Continuation Coverage period for qualified beneficiaries		
	<i>Employee</i>	<i>Spouse</i>	<i>Dependent child(ren)</i>
Termination of employment (for other than gross misconduct)	18 months	18 months	18 months
Reduction in hours worked	18 months	18 months	18 months
Death	N/a	36 months	36 months
Divorce or legal separation	N/a	36 months	36 months
Eligibility as a Dependent child under the plan ends	N/a	N/a	36 months

Please note that if you do not elect cobra your future healthcare coverage could be affected as follows:

- If you have more than a 63-day gap in health coverage, then you may have pre-existing condition exclusions applied to you by other group health plans. Electing cobra may help you avoid a gap in coverage.
- If you do not elect COBRA Continuation Coverage for the maximum time available to you, then you may also lose the guaranteed right to purchase individual health insurance policies that do not impose pre-existing condition exclusions.

Special Enrollment Rights

You have special enrollment rights that allow you to request special enrollment under 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 a qualifying event. The special enrollment right is also available to you if you continue cobra for the maximum time available to you.

Maximum Period Of COBRA Continuation Coverage

The maximum period of COBRA Continuation Coverage is generally either 18 months or 36 months, depending on which qualifying event occurred, measured from the time the qualifying event occurs. The 18-month period of COBRA Continuation Coverage may be extended for up to 11 months under certain circumstances (in cases of disability).

When The Plan Must Be Notified Of A Qualifying Event

To elect COBRA Continuation Coverage after a divorce, legal separation, or a child ceasing to be a Dependent under the Plan, you and/or a family member **must inform the plan in writing of that event no later than 60 days after that event occurs.** The notice should be sent to the Fund Office as listed in the *important contact information* section. **If notice is not received by the Fund Office within the 60-day period, the qualified beneficiary will not be entitled to elect COBRA Continuation Coverage.**

Notices Related To COBRA Continuation Coverage

The Fund Office will notify you and/or your covered **Dependents** of the date your coverage ends and the information and forms needed to elect COBRA Continuation Coverage when:

- Your employment terminated, your hours are reduced so that you are no longer entitled to coverage under the plan, or you died; or
- You notify the Fund Office that a **Dependent** is no longer eligible, you divorced, or you have become legally separated. *Note: failure to notify the plan in a timely fashion may jeopardize your or your **Dependent's** rights to COBRA Continuation Coverage.*

You and/or your covered **Dependents** have **60 days** from the date you receive notice to elect COBRA Continuation Coverage. If you and/or any of your **Dependents** do not choose COBRA Continuation Coverage within 60 days after receiving notice, you and/or they will have no group health coverage from this plan after the date coverage ends.

If you elect COBRA Continuation Coverage, you will be entitled to the same health coverage that you had when the event occurred that caused your health coverage under the plan to end (excluding short-term disability, life and AD&D insurance) but you must pay for it. If there is a change in the health coverage provided by the plan, the change will apply to your COBRA Continuation Coverage.

If the plan is notified of a qualifying event but the Fund Office determines that you or your **Dependent** is not entitled to the requested COBRA Continuation Coverage, you will be sent an explanation indicating why COBRA Continuation Coverage is not available. This notice will be sent according to the same timeframe as a COBRA election notice.

Paying For COBRA Continuation Coverage

You must pay the monthly contribution, as established by the Board of Trustees, for COBRA Continuation Coverage. You will be told the exact dollar charge for the COBRA Continuation Coverage that is in effect at the time you become eligible for COBRA Continuation Coverage. The cost of the COBRA Continuation Coverage may be subject to future increases during the period it remains in effect.

The initial payment for the COBRA Continuation Coverage is due to the Fund Office 45 days after COBRA Continuation Coverage is elected. You will be billed for the month in which you lose eligibility. Your full payment must be received by the Fund Office by the last day of the month for which the self-contribution is due. If payment is not received, COBRA Continuation Coverage will not take effect.

COBRA Cancellation For Non-Payment

After the initial cobra payment, subsequent payments are due on the first day of each month, but there will be a 30-day grace period to make those payments. Self-contributions must be made for consecutive months for coverage to remain continuous.

If you miss a COBRA self-payment, you will lose COBRA Continuation Coverage.
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If payments are not made by the due date, COBRA Continuation Coverage will be canceled as of the due date. Payment is considered made when it is postmarked. Payments received after the deadline will not be accepted and your coverage will be terminated as of the first day of the month for which the self-contribution was due. **You will not receive a bill for cobra after the initial notices and elections.**

Loss Of Other Group Health Plan Coverage

If, while you are enrolled for COBRA Continuation Coverage, your **Dependent** loses coverage under another group health plan, you may enroll your **Dependent** for coverage for the balance of the period of your COBRA Continuation Coverage. Your **Dependent** must have been eligible but not enrolled in coverage under the terms of plan. In addition, when enrollment was previously offered under the plan and declined, your **Dependent** must have been covered under another group health plan or had other health insurance coverage.

The loss of coverage must be due to exhaustion of COBRA Continuation Coverage under another plan, termination because of loss of eligibility for the coverage, or termination because of employer contributions toward the other coverage being terminated. Loss of eligibility does not include a loss due to failure to pay premiums on a timely basis or termination of coverage for cause. You must enroll your **Dependent** within 31 days after the termination of the other coverage.

Disability Extension Of COBRA Continuation Coverage 18-Month Period Only

If you or your **Dependent** is determined by the social security administration to be disabled and you notify the plan in a timely fashion, you and your **Dependents** may be entitled to receive up to an additional 11 months of COBRA Continuation Coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA Continuation Coverage and must last at least until the end of the 18-month period of COBRA Continuation Coverage. You must notify the Fund Office in writing within 60 days of the date of the determination.

Second Qualifying Event Extension Of COBRA Continuation Coverage 18-Month Period Only

If you or your **Dependents** experience another qualifying event while receiving 18 months of COBRA Continuation Coverage, your **Dependents** can get up to 18 additional months of COBRA Continuation Coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the plan. This extension may be available to your **Dependents** receiving COBRA Continuation Coverage if:

- You die;
- You get divorced or legally separated; or
- Your **Dependent** child stops being eligible under the plan.

The extension is available only if the event would have caused your **Dependent** to lose coverage under the plan had the first qualifying event not occurred. You must notify the Fund Office within 60 days after the date that the second qualifying event occurs.

Early Termination Of COBRA Continuation Coverage

Once COBRA Continuation Coverage has been elected, it may end on the earliest of following:

- The date the fund no longer provides group health coverage;
- The first day of the time period for which the amount due for the COBRA Continuation Coverage is not paid on time;
- The date, after the date of the cobra election, you or your **Dependent** first becomes entitled to **Medicare**;
 - The date, after the date of the cobra election, you or your **Dependent** first becomes covered under another group health plan and that plan does not contain a pre-existing condition provision;
 - During an extension of the maximum coverage period to 29 months due to the disability of you or your **Dependent**, the disabled person is determined to not be disabled.

Notice Of Early Termination Of COBRA Continuation Coverage

The Plan will notify a qualified beneficiary if COBRA Continuation Coverage ends earlier than the end of the maximum period of coverage applicable to the qualifying event. The notice will explain the reason cobra terminated earlier than the maximum period, the date COBRA Continuation Coverage terminated, and any rights the qualified beneficiary may have under the plan to elect alternate or conversion coverage. The notice will be provided as soon as practicable after the Fund Office determines that COBRA Continuation Coverage will terminate early.

Certification Of Coverage When Coverage Ends

When your coverage ends, the Fund Office will provide you and/or your covered **Dependents** with a certificate of creditable coverage that indicates the period of time you and/or they were covered under the plan. If, within 62 days after your coverage under this plan ends, you and/or your covered **Dependents** become eligible for coverage under another group health plan, or if you buy, for yourself and/or your covered **Dependents**, a health insurance policy, you may need this certificate to reduce any exclusion for pre-existing conditions that may apply to you and/or your covered **Dependents** in that group health plan or health insurance policy. The certificate will indicate the period of time you and/or they were covered under this plan, and certain additional information that is required by law.

The certificate will be sent by first class mail shortly after coverage under this plan ends. This certificate will be in addition to any certificate provided to you after your group health coverage terminated.

The fund will send you a certificate, if your request is received by the Fund Office within two years after the later of the date your coverage under this plan ended or the date COBRA Continuation Coverage ended.

RETIREE COVERAGE

Eligibility For Retirees – Collectively Bargained Employees

You will be eligible to receive benefits under the retiree plan if you retire and

- Make written application to the Board of Trustees no later than 31 days following the date your active coverage ends;
- Are eligible to receive a pension from the Sheet Metal Workers Local #10 Pension Fund, Sheet Metal Local 10 Supplemental Retirement Fund, and/or the Sheet Metal Workers National Pension Fund; and
- Had at least 11,500 hours of contributions paid to the plan on your behalf while you were an active eligible employee. The 11,500 hours of service must occur immediately preceding retirement.

The Retiree Plan is described in a separate Summary Plan Description. Contact the Fund Office for a copy of the Retiree Medical Benefits SPD.

Retirees Who Return From Service With The International Union

If you work for the International Union or a National or Regional Fund of another Sheet Metal-related entity, you will be placed on grace period status while in that employment. When you retire from that employment and meet all of the above requirements, you will be able to resume participation in this Fund as a retiree with either the:

- Normal retirement benefits at the normal retirement rates; or
- Same benefits an active eligible employee receives except for life, AD&D, and Weekly Sickness and Accident Benefits. These benefits would be provided at the rates currently in effect for disabled individuals.

If you choose the active benefits as described above, you will have one opportunity, at a later date, to switch to the regular retirement coverage. If you choose the regular retiree coverage, then you will not get another opportunity to choose the active coverage.

Eligibility For Retirees – Non-Bargained Employees

Non-Bargained Employees are eligible for retiree benefits under different rules than collectively bargained employees. The retiree medical benefit SPD contains a description of these rules.

Life Events

Your benefits are designed to adapt to your needs at different stages of your life. Since different Life Events can affect your benefits coverage, this section describes how your coverage is affected and what you may need to do when different events occur.

Getting Married

When you marry, your spouse is eligible for medical and prescription drug coverage as of the date of your marriage. You must notify the Fund Office to enroll your spouse. The fund will not pay any benefits on behalf of your spouse until you enroll your spouse for coverage. Once your spouse is enrolled, benefits will be paid retroactively back to the date of your marriage.

What You Need To Do

To enroll your spouse, call the Fund Office and request an enrollment form. Complete the necessary form and return it to the Fund Office.

Adding A Child

Your natural child will be eligible for coverage on the date of birth. If you adopt a child or have a child placed with you for adoption, he or she will be eligible for coverage on the date of placement as long as you are responsible for health care coverage and your child meets the plan's definition of a Dependent child. Stepchildren are eligible for coverage on the date of your marriage.

What You Need To Do

You must notify the Plan Office to add your child for coverage before the Fund will pay any benefits for that child.

Getting Legally Separated Or Divorced

After legal separation or divorce, your spouse will no longer be eligible for coverage. However, a spouse may elect to continue coverage under the fund under cobra.

In addition, you may be required to provide medical benefits for your child(ren) through a court order called a Qualified Medical Child Support Order (QMCSO), which is subject to Plan eligibility rules.

What You Need To Do

You or your spouse must notify the Fund Office within 60 days of the divorce or legal separation date for your spouse to obtain COBRA Continuation Coverage.

Please notify the Fund Office if your situation involves a QMCSO. You or your Dependent may request a free copy of the Fund's QMCSO procedures for handling such orders.

Child Losing Eligibility

Your child is no longer eligible for coverage when he or she marries, enters the military on a full-time basis, reaches the limiting age, or is no longer Dependent upon you for support (see page 7 for a definition of Dependent).

If your child loses eligibility, your child may elect to continue coverage under COBRA.

What You Need To Do

You must notify the Fund Office when your child is no longer eligible for coverage. You or your child must notify the Fund Office within 60 days of the date your child no longer meets the eligibility requirements of the Plan to obtain COBRA Continuation Coverage.

Taking A Family And Medical Leave Of Absence

If you work for an employer with at least 50 employees, then you are eligible for a Family and Medical Leave of Absence. The Family and Medical Leave Act (FMLA) allows you to take up to 12 weeks of unpaid leave during any 12-month period due to:

- The birth or adoption of a child or placement of a child with you for foster care or adoption;
- The care of a seriously ill spouse, parent, or child; or
- Your serious illness.

Your leave will end on the earlier of your return to work or 12 weeks. If you do not return to work within 12 weeks, you may qualify for COBRA Continuation Coverage (see page 24).

The Fund will maintain your eligibility and medical coverage until the end of the leave, provided your employer properly grants the leave under the federal law and makes the required notification and payment to the Fund.

What You Need To Do

Contact your employer for more information relating to a leave under the FMLA.

Limiting age

Under the Plan, the limiting age for your unmarried Dependent child is:

- Age 19; or
- Age 25, if your child is a full-time student at an accredited school and entirely Dependent on you for support and maintenance.

If you and your spouse both work for the same employer, you and your spouse are eligible for a combined total of 12 weeks of leave during a 12-month period.

Taking A Military Leave

If you enter into military service (active duty or inactive duty training) for up to 31 days, your health coverage will continue as long as you make the required self-payment. If you are called into military service for more than 31 days, you may continue your coverage by paying the required self-payments for up to 24 months or, if sooner, the end of the period during which you are eligible to apply for reemployment in accordance with the uniformed services employment and reemployment rights act of 1994 (USERRA).

Your coverage will continue to the earliest of the following:

- The date you or your Dependents do not make the required self-payments;
- The end of the period during which you are eligible to apply for reemployment in accordance with USERRA;
- The last day of the month after 24 consecutive months; or
- The date the Fund no longer provides any group health benefits.

If You Do Not Continue Coverage Under USERRA

If you do not continue coverage under USERRA, your coverage will end immediately when you enter active military service. Your Dependents will have the opportunity to elect COBRA Continuation Coverage.

When you are discharged or released from military service, you have up to the USERRA specified period to register for work with the union. If the union reports your registration for work to the Fund Office during this period, your eligibility and your Dependents' eligibility will be reinstated to the day you registered for work. If you do not register for work within this period, you will be considered a new eligible employee and you will need to satisfy the Initial Eligibility requirements (see pages 15 or 17).

Reemployment

Following your discharge from service, you may be eligible to apply for reemployment with your former employer in accordance with USERRA. Such reemployment includes your right to elect reinstatement in any existing health care coverage provided by your employer.

What You Must Do

You must notify the Fund Office in writing when you enter the military and when you are discharged. For more information about self-payments under USERRA, contact the Fund Office.

In The Event Of Your Death

If you are eligible for coverage on the date of your Death, your beneficiary will receive a life insurance benefit of \$10,000. In addition, if your Death is caused by an accident, your beneficiary will receive an Accidental Death and Dismemberment (AD&D) benefit of \$10,000.

What Your Beneficiary Needs To Do

Your beneficiary should contact the Fund Office to make a claim. A certified copy of the Death certificate is required.

When You Leave Employment

You may elect to continue coverage through the Plan's Special Continuation Coverage (Collective Bargained Employees Only) or COBRA Continuation Coverage.

When You Retire

When you retire, coverage for you and your ***Dependents*** will end under the active Plan at the end of month with your last day worked unless you use dollar bank reserves to continue active coverage for a maximum of three months. You may exhaust the remainder of your bank for retiree coverage. You may be eligible for retiree coverage if you meet the eligibility requirements or you can elect COBRA Continuation Coverage.

If you are eligible for retiree coverage, you will receive more information when you retire.

When you retire, you may be able to:

- Use your dollar bank;
- Elect retiree coverage; or
- Elect COBRA Continuation Coverage.

Returning To Work

If your eligibility ended and you start working again for a Contributing Employer, you must once again meet the Initial Eligibility requirements described in the *Eligibility* section before you will be eligible for plan benefits.

If you return to work following a military leave of absence, your coverage will be reinstated as described in the *Taking A Military Leave* section on page 32.

Death Benefit

Eligible Employees Only

The amount of the Death benefit shown in the **Schedule of Benefits** will be paid to your designated beneficiary once the Fund Office receives a certified copy of the Death Certificate.

You may change your beneficiary by filing a new form with the Fund Office. Beneficiary designations are effective on the date the form is signed and filed with the Fund Office. Whenever you complete a valid new beneficiary form, it revokes all earlier designations. If your beneficiary is a minor, payment of benefits will be subject to appropriate state law.

If your legal relationship with your designated beneficiary no longer exists at the time of your Death, the beneficiary designation will be invalid. For example, if you name your spouse as beneficiary, but divorce prior to your Death, that person would no longer be considered your beneficiary unless you updated your beneficiary designation and changed the relationship to “ex-spouse.”

If there is no valid, named beneficiary on file at the time of your Death, or if none of your beneficiaries are living at the time of your Death, the Death benefit will be paid equally to the surviving members of the first class listed below that applies to you.

Be sure your beneficiary designation is up to date.

1. Spouse; or, if none,
2. Children; or, if none,
3. Parents; or, if none,
4. Siblings; or, if none,
5. Estate.

Accidental Death and Dismemberment Benefit

Eligible Employees Only

If you die, lose a limb or lose your sight as the result of an accident, you (or your designated beneficiary) will receive the amount shown in the *Schedule of Benefits* on page 2. Dismemberment benefits are payable to you. Death benefits are payable to your designated beneficiary. The loss must occur within 90 days of the accident. No more than the amount shown in the *Schedule of Benefits* is payable if you sustain the loss of more than two limbs and/or sight in the same accident. This Accidental Death and Dismemberment benefit is in addition to any other benefits you or your beneficiary may receive from the Plan.

Severance must occur above the wrist joint or ankle joint. Loss of sight means the total and permanent loss of sight.

If there is no named beneficiary on file or none of your beneficiaries are living at the time of your Death, the Accidental Death and Dismemberment benefit will be paid equally to the surviving members of the first class listed below that applies to your situation:

Be sure your beneficiary designation is up to date.

1. Your spouse;
2. Your children;
3. Your parents;
4. Your siblings; or
5. Your estate.

Exclusions

No benefits will be paid under this section for any losses caused by or contributed to by:

1. Bodily or mental infirmity (including the medical or surgical treatment of such a condition);
2. Disease or illness of any kind (including the medical or surgical treatment of such a condition);
3. Bacterial infection unless through a visible cut or wound;
4. The taking of drugs (except prescription drugs) or poison or asphyxiation from the inhaling of gas, when done on a voluntary basis; or,
5. Any of the general exclusions and limitations listed in this booklet.

Weekly Sickness And Accident Benefit

Eligible Employees Only

After you become eligible for benefits, you may receive the weekly sickness and accident benefit for work absences resulting from a Non-Occupational Injury or Disease. Your benefit will begin on the first day of disability due to injury and on the eighth day of disability due to disease. If an accident occurred more than 90 days prior to disability, that disability will be treated as an illness. Payment for drug or alcohol related disabilities will be limited to a maximum of two periods of up to 30 days each per lifetime. A disability must be certified by a Physician, defined as a medical doctor (M.D.) or a doctor of osteopathy (D.O.), in the definitions section of this SPD. A doctor of chiropractic (D.C.) may not certify a disability for you to receive this benefit. All references below to the care or treatment by a Physician are limited to this definition.

The amount of the weekly benefit is shown in the *Schedule of Benefits*. Applicable FICA Taxes will be deducted from this amount. The Fund will pay the employer portion of the FICA Taxes.

All disability absences will be considered as having occurred during a single period of disability unless acceptable evidence is furnished that:

- The cause of the latest disability absence cannot be connected with the causes of any prior disability absences and the latest disability absence occurs after you returned to active work on a full-time basis for at least one day; or
- A connection with prior disabilities can be established but you returned to active work on a full-time basis for at least 10 consecutive workdays between such disabilities.

It is not necessary to be confined to your home to collect benefits. However, benefits are only payable for those days on which you are:

- Under the care of a Physician. A period of care will be considered to have started when you have been treated by the Physician; and
- Not performing work for compensation or profit.

You may not collect both state or federal unemployment insurance benefits and the weekly sickness and accident benefit for the same period.

In any rolling 12-month period, there will be a maximum of 26 weeks of sickness and accident benefits payable for absences related to the same illness or injury. After receiving the maximum 26 week of benefit, you must return to work for six months before becoming eligible to receive benefits for any related illness or injury.

Benefit For Partial Disability

During partial weeks of disability, your benefit will be paid at a daily rate of one-fifth (1/5) of the weekly benefit amount set forth in the *Schedule of Benefits*.

The Plan will also pay you a partial daily sickness and accident benefit if you are unable to work full days (minimum of six hours a day). You must receive at least one full week of weekly sickness and accident benefits immediately preceding your return to work for partial days (less than six hours per day). Your Physician must certify in writing that you can return to work.

The maximum benefit paid will be the difference between eight hours and the hours you actually worked each day (Monday through Friday). You will receive this benefit weekly after confirmation of the actual hours you worked and the hours available for you to work by your Contributing Employer.

MAJOR MEDICAL EXPENSE BENEFIT

Eligible Employees And Dependents

The major medical expense benefit encompasses a wide range of medical benefits.

How The Plan Works

Annual Deductible

You must pay the annual deductible, before the Plan begins to pay any benefits. The deductible applies only once in any calendar year even though you may have several different injuries or diseases. The deductible applies to each eligible family member, up to the family maximum of three deductibles per family, as shown in the *Schedule of Benefits*.

Co-Payment

After you pay the annual deductible, you and the Plan share in the cost of covered medical expenses. The Plan's co-payment is 80% of covered medical expenses, and your co-payment is 20%, until you have reached your out-of-pocket maximum thereafter, the Plan pays 100% of covered medical expenses for the remainder of the calendar year. The out-of-pocket maximum does not apply to mental health or substance abuse related expenses.

Annual Out-Of-Pocket Maximum

The 20% of covered medical expenses that you pay accumulate into your annual out-of-pocket maximum. Once you reach your out-of-pocket maximum as shown in the *Schedule of Benefits*, the Plan will pay 100% of covered medical expenses for the rest of the calendar year. The out-of-pocket maximum does not include expenses used to reach your deductible, any expenses over any special annual or lifetime limits, and any expenses that are not covered medical expenses. The out-of-pocket maximum does not apply to mental health or substance abuse related expenses.

Lifetime Maximum

Once you reach your Lifetime Maximum under the Plan, as shown in the *Schedule of Benefits*, the Plan will continue to pay benefits up to the catastrophic insurance maximum each year.

Benefit Substitution

Benefit substitution is a process by which the fund's case manager works with you, your family, and your health care providers to substitute one covered benefit for another covered benefit when:

- A specific plan benefit has been depleted;
- The care is Medically Necessary and is not custodial in nature;
- You still require the current level of care or services;

- Without the continued care your condition would deteriorate and/or require a higher level of care; and
- Continued coverage for the services would be more (or at least as) cost effective as paying for a higher level of care.

Coverage is provided in an amount the Board of Trustees determines after review. Retrospective requests for benefit substitution are not eligible. Benefit substitution is not available to allow coverage for Plan exclusions.

Covered Major Medical Expenses

Covered major medical expenses are the Reasonable and Customary charges for the following Medically Necessary services and supplies required for the treatment of a Non-Occupational Injury or Disease up to the limits shown in the *Schedule of Benefits*.

Women's Health And Cancer Rights Act Of 1998

As required by the Women's Health And Cancer Rights Act of 1998, the Plan provides benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema).

Substance Abuse And Mental Or Nervous Treatment (Active And Retiree Plans)

Treatment is covered up to the limits shown in the Schedule of Benefits. If additional visits or inpatient days are Medically Necessary, you or your provider must contact T.E.A.M., Inc. and, get approval for additional treatment.

Coverage

Your co-payment of 20% for substance abuse and mental/nervous treatment will not be applied toward your out-of-pocket maximum. Your co-payment remains at 20% regardless of the amount of covered medical expenses incurred. Covered expenses for treatment for substance abuse are subject to lifetime major medical limits (see the *Schedule of Benefits*).

Home Health Care Benefit

Eligible Employees And Dependents

Covered expenses for home health care services and supplies furnished in the patient's home by a Home Health Care Agency and according to a Home Health Care Plan will be paid up to the maximum shown in the *Schedule of Benefits* (see page 3).

Covered expenses are:

- Part-time or intermittent nursing care provided by a registered nurse or a licensed practical nurse supervised by a registered nurse;
- Part-time or intermittent home health aide services that consist primarily of medical care or therapy for the patient;

- Physical, occupational or speech therapy; or
- Prescription drugs, medical supplies, and related pharmacy and laboratory services, which are prescribed by a Physician and would be covered under the Plan if the patient is confined to a Hospital.

The Home Health Care Plan must be:

- Approved in writing and established by the attending Physician with the home health care provider;
- Certified by the Physician stating that Hospitalization would have been required if Home Health Care is not used; and
- Reviewed at least every 30 days.

The Home Health Care Benefit will not be paid for services:

- That consist primarily of the duties of a housekeeper, companion or sitter;
- And supplies not included in the Home Health Care Plan;
- Of a person who is a family member or lives with you in your home;
- Provided outside the patient's home; and
- Specifically excluded by the Plan.

Prescription Drugs

If you or your Dependents use a prescription drug card from another plan, the fund will reimburse 100% of the copayment you are required to make when using that card. Send your receipt to Wilson-McShane Corporation for reimbursement.

A retail service prescription drug program is available, which covers 80% of drug costs, after you pay the medical deductible. Certain drugs, such as lifestyle and cosmetic drugs are not covered. Drugs prescribed for the treatment of acne are covered.

A mail service prescription drug program is available for long-term prescriptions (drugs you take regularly and expect to take for an extended period). The Plan pays 80% for a 90-day supply at the time of purchase, after you have satisfied the medical deductible.

A specialty drug program is available, which covers 100% of drug costs, not subject to the deductible or out-of-pocket limits, as long as you use the Plan's specialty drug pharmacy. No benefits are available if you purchase the drugs elsewhere. Call the Fund Office for a list of covered specialty drugs.

Other Covered Expenses

In addition to the above, these services are also covered:

1. Hospital room and board charges up to the standard daily rate for the Hospital's most common type of room.
2. Hospital services and supplies, other than room and board.

See General Exclusions And Limitations (see pages 49 to 52) for services not covered.

3. Physician charges.
4. Services of a registered graduate nurse (R.N.), Registered Nurse Practitioner, Licensed Practical Nurse (L.P.N.), and legally Licensed Physiotherapist. These services must not be provided by a member of your, or your spouse's, immediate family.
5. Diagnostic laboratory and X-ray examinations.
6. X-ray, radium and radioactive isotope therapy.
7. Anesthetics, blood, blood plasma and oxygen.
8. Rental of Durable Medical Equipment. The Plan may decide to purchase equipment if it determines purchase is more economical than rental. A purchase may be made even if rental payments have already been made. The Plan will provide a benefit for the replacement of Durable Medical Equipment only when the replacement is needed due to a change in the member's physical condition or when the original equipment is inoperative and cannot be repaired at a cost less than rental or replacement. Otherwise, the Plan will pay for repair of inoperative equipment if less than the cost of rental or replacement. The Plan will pay the reasonable cost of rental during repair.
9. Artificial limbs, eyes and other non-dental prosthetic devices.
10. Emergency transportation by a professional ambulance service to the nearest Hospital equipped to furnish required treatment. Emergency transportation is also covered for transportation between Hospitals when such transfer results in more highly specialized care. Payment for such covered charges may require a Physician's statement certifying that the transportation was due to an emergency and that the receiving Hospital was the nearest Hospital equipped to furnish the required treatment.
11. Dental work or oral surgery for the prompt repair of natural teeth when required because of a Non-Occupational Injury or Disease. Expenses must be incurred within six months of the injury.
12. Excision of partially or completely interrupted impacted teeth, the excision of a tooth root without the extraction of the entire tooth, or any other incision or excision procedures on the gums and tissues of the mouth when not performed in connection with the extraction or repair of teeth.
13. Cosmetic Surgery for treatment of injuries sustained in an accident and the treatment of birth defects of a Dependent Child.
14. Skilled Nursing Care Facility not to exceed the:
 - a. Usual and Customary charge; and
 - b. Maximum number of days payable for any one period of confinement, as shown in the *Schedule of Benefits* (see page 3).

Successive periods of Skilled Nursing Care Confinement will be considered one period of confinement unless the subsequent confinement begins 60 days or more after the patient is no longer confined in either a Hospital or Skilled Nursing Care Facility.
15. Orthotics, including examination, X-rays and impressions when prescribed by a Physician up to the amount shown in the *Schedule of Benefits* (see page 3).
16. Penile prosthesis provided the implantation is performed in relation to impotence caused by an accidental bodily injury or a non-mental/nervous disease.

17. Well baby immunizations (vaccinations) and Physician office visits including sports and school exams.
18. Elective sterilization up to the Lifetime Maximum shown in the *Schedule of Benefits* (see page 3).
19. Educational programs for patients or parent(s) of child patients that teach the care and management of chronic diseases (such as diabetes, asthma, etc.) and are designed to improve patient knowledge of the disease and techniques for self-management and compliance with proper health care procedures required for the patient's well-being. Such programs are covered only when ordered by a Physician and if the Participant attended 80% or more of the scheduled classes. The Participant must submit a receipt showing the:
 - a. Cost of the program;
 - b. Name, address and telephone number of the program sponsor;
 - c. Date and times classes were held; and
 - d. Classes actually attended by the Participant.
20. Chiropractic services, office visits to a licensed chiropractor, X-rays and diagnostic procedures up to maximum shown in the *Schedule of Benefits* (see page 3). Benefits are payable only for visits at the office of a chiropractor.
21. One wig when required to replace hair lost because of chemotherapy or illness up to the maximum shown in the *Schedule of Benefits*.
22. One physical exam, including cancer exams, per year.
23. Diagnosis, corrective orthopedic appliances, or surgical treatment of Temporomandibular Joint Dysfunction (TMJ). The Lifetime Maximum shown in the *Schedule of Benefits* (see page 4) applies only for the appliances.
24. Hearing Care, which includes one hearing examination per two consecutive Calendar Years up to the maximum benefit shown in the *Schedule of Benefits* (see page 4). Also included are hearing aid instrument(s) up to the maximum benefit shown in the *Schedule of Benefits* (see page 4).

Covered Expenses for Hearing Care do not include:

 - a. Medical examinations that are not provided by and hearing aids that are not prescribed by a qualified otologist or otolaryngologist.
 - b. Examination by an audiologist when not referred by an otologist or otolaryngologist or when the exam is not followed by an exam by an otologist or otolaryngologist.
 - c. Rental or purchase of amplifiers or replacement batteries.
 - d. Repairs of a hearing aid.
25. Hospice Services for a Participant who has been diagnosed as Terminally Ill up to the Lifetime Maximum number of days, Lifetime Maximum for Counseling and Lifetime Maximum for bereavement Counseling shown in the *Schedule of Benefits* (see page 3). Charges must be incurred during a confinement in a hospice or a facility operating under the direction of a Hospice Agency following a Hospice Plan. Covered expenses include:
 - a. Counseling of a Participant and the eligible Dependents; and

b. Bereavement Counseling of the eligible Dependents.

Counseling and bereavement Counseling must be rendered by a:

- a. Psychiatrist;
- b. Licensed Psychologist; or
- c. Licensed Social Worker.

26. Inpatient hospice benefits are payable when:

- a. There are no suitable Caregivers available to provide hospice benefits;
- b. it is determined by the Hospice Agency that home hospice is impractical because the persons that regularly assist with home care find the patient is unmanageable; and/or
- c. Respite Care is needed.

Payment will **not** be made for:

- a. Hospice Services and supplies that are not part of a Hospice Plan;
- b. Services of a Caregiver or a person who lives in the Participant's home or is a member of his or her family;
- c. Domestic or housekeeping services that are unrelated to the patient's care;
- d. Services that provide a protective environment when no skilled service is required, including companionship or sitter services other than Respite Care;
- e. Services that are not directly related to a Participant's medical condition, including (but not limited to):
 - i Estate planning, drafting of wills or other legal services;
 - ii Pastoral Counseling or funeral arrangement or services;
 - iii Nutritional guidance or food services such as "meals on wheels;" or
 - iv Transportation services.

27. Eye exercises for amblyopia (lazy eye).

28. Occupational therapy when required because of a physical impairment caused by a congenital defect, an illness, or an injury.

29. Speech therapy when required because of a physical impairment caused by a disease or injury.

30. All forms of prescription birth control are covered. Coverage is limited to methods of birth control that are available only with a physician's prescription, and includes, but is not limited to, birth control pills, patches, and injections; diaphragms; and intrauterine devices (IUD's).

DENTAL CARE BENEFIT

Eligible Employees And Dependents

The Plan pays for Medically Necessary, Reasonable and Customary charges for dental services performed by a licensed dentist. Treatment must be according to generally accepted dental practice standards.

Deductible

The deductible is the amount of Covered Dental Expense that you pay before the Plan pays the Dental Expense Benefit. The amount of your deductible is shown in the *Schedule of Benefits* (see page 4). The deductible applies only once in any Calendar Year, and it applies to you and each of your eligible Dependents. The Dental Deductible is separate from the Medical deductible.

Although each individual must satisfy a deductible, no more than the amount shown in the *Schedule of Benefits* (see page 4) as the family deductible will be applied in any Calendar Year for your entire family. Once three or more eligible family members together satisfy the family deductible, no other deductible will be applied for your family for the remainder of that Calendar Year. The deductible does not apply to Coverage A expenses.

Benefits Payable

After you have satisfied the deductible, the Plan applies the appropriate co-payment for the covered dental expenses up to the maximums shown in the *Schedule of Benefits* (see page 4). Note that Coverage D – Orthodontic Services has a separate **Lifetime Maximum**.

Covered Dental Expense

Covered Dental Expenses are the Reasonable and Customary charges for the following services and supplies:

- Coverage A - Regular and Preventive Services
 - Routine periodic examinations limited to two exams per Calendar Year, including bitewing X-rays at 12 month intervals.
 - Full mouth or panoramic X-rays once in any three-year period unless special need is demonstrated.
 - Dental prophylaxis, but not more than twice in a Calendar Year.
 - Topical fluoride applications, but not more than once in any 12 months and only for eligible Dependent children under age 16.
 - Dental sealant application for eligible Dependent children under age 16.
 - Oral hygiene instruction, but not more than once in any 12 months.
- Coverage B - Regular and Special Restorative Services
 - Regular services, including:

- Emergency treatment for relief of pain.
- Amalgam, preformed crowns, synthetic porcelain, plastic and composite restorations.
- Routine oral surgery for tooth removal including Pre-Operative and Post-Operative Care.
- Endodontics, including pulpal therapy and root canal filling.
- Special Services including:
 - Gold restorations when the teeth cannot be restored with another filling material.
 - Crowns and jackets when the teeth cannot be restored with a filling material.
 - Nonsurgical periodontics (procedures necessary for the treatment of diseases of the gums).
 - Surgical periodontics (the Surgical Procedures necessary for the treatment of diseases of the gums and bone supporting the teeth).
 - Any other oral surgery not previously mentioned.
- Coverage C - Prosthetics (Removable and Fixed)
 - Bridges.
 - Partial dentures.
 - Complete dentures.
 - Crowns when used as abutments to a bridge.
 - Replacement for an existing prosthetic appliance will not be provided more often than once in any five-year period, and then only in the event the existing appliance is not, and cannot be made satisfactory. This five-year period will be measured from the date on which the appliance was last supplied, whether under this Plan or not. Services necessary to make an appliance satisfactory will be provided but will be treated as an expense under Coverage C. The term existing is intended to include an appliance that was placed at the beginning of the five year period, but that, for whatever reason, is no longer in the possession of the patient. The replacement of misplaced, lost or stolen dental prosthetic appliances is not a Covered Dental Expense.
 - Dental implants will be covered as an alternative to bridges or other prosthesis that would adequately restore the dental arch. The implant is covered up to the cost of a bridge and up to the corresponding co-payment rate and maximums.
- Coverage D - Orthodontic Services
 - Covered Dental Expenses include the Reasonable and Customary charges for treatment necessary for the prevention and correction of malocclusion of teeth and associated dental and facial disharmonies.
 - Coverage is not provided for the repair or replacement of any orthodontic appliance.

Payment Of Orthodontic Benefits

Charges for orthodontic care do not become allowable until the services relating to such charges are actually rendered. However, if the program of treatment allots a single charge to the entire treatment period, then:

- If the treatment period is to last two years or less, one-eighth (1/8) of the entire charge will be considered to have been incurred on the day the first treatment is given and one-eighth (1/8) of the charge will be considered to have been incurred quarterly thereafter, to a maximum of eight quarterly payments; or
- If the treatment period is to last more than two years, the overall charge will be divided by the number of quarterly (three-month) periods in the expected treatment period. This divided charge will be considered to be incurred quarterly during the treatment period, the first such charge occurring on the day the first treatment is given and payment will continue until the maximum payment is made.

Exclusions And Limitations

The Dental Care Benefit is not payable for:

- Services performed for purely cosmetic purposes.
- Programs of treatment, including prosthetics, that were started before you became eligible for benefits from this Plan.
- Anesthesia, except by a dentist or by an employee of the dentist when the anesthesia is administered in his office, in conjunction with covered services.
- Services not specifically listed as Covered Dental Expenses including any Hospital charges or prescription drug charges.
- Services performed by someone other than a licensed dentist, his employees or agents.
- Procedures, appliances or restorations that are necessary to alter, restore, or maintain occlusion, but not limited to increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splitting and onathologic recordings. If these services are performed, cost responsibility will be yours, unless provided under orthodontic provisions of this benefit.
- Replacement of misplaced, lost or stolen dental prosthetic appliances.
- Repair or replacement of any orthodontic appliances.
- Expenses incurred after eligibility ends, except for prosthetic devices that were fitted and ordered prior to termination and were delivered to you or your Dependent within 30 days after the date of termination.
- Prosthetic services (including bridges and crowns) started or under way before you or your Dependent became eligible for benefits from this Plan.
- Dental services received from a dental or medical department maintained by or on behalf of an Employer, a Mutual Benefit Association, Trustee, Plan Fiduciary, or similar person or group.
- Dental expenses for which benefits are payable under the surgical and anesthesia Benefit and the Major Medical Expense Benefit of this Plan.
 - Services and appliances for the treatment of Temporomandibular Joint Dysfunction (TMJ) other than by orthodontic care as provided under Coverage D.
 - Any of the circumstances listed in the General Exclusions and Limitations.

VISION CARE BENEFIT

Eligible Employees And Dependents

The Plan provides a **Vision Care Benefit** that is designed to pay a portion of the cost of eye examinations and glasses. The Vision Care Benefit will be paid up to the maximum shown in the *Schedule of Benefits* per Calendar Year period.

Covered Vision Care Expenses

Covered Vision Care Expenses are charges for:

- Complete eye examination including dilation of the pupil and/or relaxing of focusing muscles by drops, refraction for vision, and examination for pathology as performed by a legally qualified ophthalmologist or optometrist; and
- New or replacement frames and/or lenses (including contact lenses) prescribed by an ophthalmologist or optometrist, including the fitting cost of the supplier; or
- LASIK eye surgery (up to the Lifetime Maximum shown in the *Schedule of Benefits*).

An expense is considered to be incurred on the date on which the service was provided.

Benefit Maximum

The Plan will pay up to the amount shown in the *Schedule of Benefits* for the cost of covered services and supplies.

Limitations

Payment will not be made for:

- An examination not provided by and lenses not prescribed by an ophthalmologist (M.D.) or a licensed optometrist;
- Charges for services or supplies that are covered under any other section of this Plan;
- Special procedures, such as orthoptics or vision training, except as provided for under the Major Medical Benefit, and special supplies, such as non-prescription sun or safety glasses and subnormal vision aids;
- Visual analysis, which does not include refraction; or
- Medical or surgical treatment of the eye.

EMPLOYEE ASSISTANCE PROGRAM

Eligible Employees And Dependents

The Employee Assistance Program offers confidential Counseling for a broad spectrum of personal problems including marital conflicts, legal, financial, family and relationships, alcohol and/or drug dependency, emotional or psychological, spiritual, occupational/vocational and workers' compensation/rehabilitation.

The Program is administered by Total Employee Assistance Management, Inc. (T.E.A.M., Inc.).

Several key points about this service:

- All Counseling by T.E.A.M., Inc. has been prepaid by The Fund. However, when a referral is made to another care provider, the cost will be handled according to the rules of the Plan.
- Every Consultation is confidential. No information will be given to either your employer or the Union unless you specifically request it.
- This Counseling is available to you and your eligible Dependents.

T.E.A.M., Inc. offices are located throughout the Twin Cities and confidential assistance is available 24 hours a day by calling: (651) 642-0182 or (800) 634-7710.

If you live outside the Twin Cities Area, T.E.A.M., Inc. will arrange for either themselves or another provider in your area to assist you. Please call T.E.A.M., Inc. for further information.

GENERAL EXCLUSIONS AND LIMITATIONS

Benefits will not be paid under this Plan for the following:

1. Treatment or supplies that are not Medically Necessary.
2. Expenses that are above the covered annual or lifetime limits for the service.
3. Treatment or service not prescribed by a Physician.
4. Injury or sickness arising out of or in the course of any employment for wage or profit.
5. Treatment or service that is compensated for or furnished by the local, state, or federal government or any public agency, and that part of charges for any services or supplies that are provided or available from the local, state, or federal government (for example, Medicare) whether or not that payment is received.
6. Injury, sickness, or Death resulting from war or any act of war declared or undeclared.
7. Injuries resulting from commission or attempted commission of an illegal act that the Board of Trustees determines, in their sole discretion, with the advice of legal counsel, involves violence or the threat of violence to another person or in which a firearm, explosive, or other weapon likely to cause physical harm or Death is used. The Board's determination that this exclusion applies will not be affected by any subsequent official action or determination with respect to the prosecution of the Eligible Employee or Dependent (including, without limitation, acquittal or failure to prosecute) in connection with the acts involved.
8. Custodial Care, including room and board and other institutional services, that are provided to an individual primarily to assist in activities of daily living, and where such care is not reasonably expected to cure the individual of any illness or injury.
9. Hearing examinations required by an employer as a condition of employment or that the employer is required to provide by virtue of a labor agreement.
10. Voluntary termination of pregnancy (complications that are the result of a voluntary termination of pregnancy are covered).
11. Services or supplies that are Experimental or Investigative or do not meet accepted standards of medical practice.
12. Medical expenses of a Dependent, other than a spouse, who is entitled to benefits as an Eligible Employee of a Contributing Employer.
13. Specialty drugs, except those purchased through the Specialty Drug Program.
14. Lifestyle and cosmetic drugs are not covered, except drugs prescribed specifically for the treatment of acne.

15. Services or supplies received when the stay is primarily for behavioral problems, social maladjustment, or other antisocial actions, including, but not limited to the following diagnoses:

Conduct Disorders	
312.00	Undersocialized, aggressive
312.10	Undersocialized, non-aggressive
312.23	Socialized, aggressive
312.21	Socialized, non-aggressive
312.90	Atypical
Specific Development Disorders	
315.00	Developmental reading disorder
315.10	Developmental arithmetic disorder
315.31	Developmental language disorder
315.39	Developmental articulation disorder
315.50	Mixed specific developmental disorder
315.90	Atypical specific developmental disorder
Disorders of Impulse Control not Elsewhere Classified	
312.31	Pathological gambling
312.32	Kleptomania
312.33	Pyromania
312.34	Intermittent explosive disorder
312.35	Isolated explosive disorder
312.39	Atypical impulse disorder
V Codes for Conditions not Attributable to a Mental Disorder That are a Focus Not covered of Attention or Treatment	
V65.20	Malingering
V62.89	Borderline intellectual functioning (V62.88)
V71.01	Adult antisocial behavior
V71.02	Childhood or adolescent antisocial behavior
V62.30	Academic problem
V62.20	Occupational problem
V62.82	Uncomplicated bereavement
V15.81	Noncompliance with medical treatment
V62.89	Phase of life program or other life circumstance problem
V61.10	Marital problem
V61.20	Parent-child problem
V61.80	Other specified family circumstances
V62.81	Other interpersonal problem

16. Services or supplies for which the individual is not required to make payment or would have no obligation to pay if he did not have this coverage.
17. Charges for failure to keep a scheduled visit or charges for completion of a claim form.
18. Equipment for personal hygiene, comfort or convenience including, but not limited, to air conditioners, humidifiers, physical fitness and exercise equipment, home traction units, tanning beds, water beds or purifiers, hot tubs, whirlpools, swimming pools, dehumidifiers, orthopedic mattresses, elevators, or stair lifts.

19. Experimental or Investigative drugs, drugs that may be dispensed without a prescription (such as aspirin), and over-the-counter products unless specifically included (e.g., insulin).
20. Nondurable medical supplies that cannot withstand repeated use and/or that are considered disposable and limited to either use by a single person or one-time use, including, but not limited to, bandages, hypodermic syringes (except as appropriate when required for delivery of the drug prescribed), diapers, support garments, except at the discretion of the Board of Trustees when Medically Necessary.
21. Attorney fees relating to Workers' Compensation or personal injury proceedings.
22. Hospital charges for confinement following the time the attending Physician approves discharge from the Hospital.
23. Eye exercise or vision training, except for treatment of amblyopia (lazy eye).
24. Artificial insemination, in vitro fertilization, gamete intra-fallopian transfer or any other procedure that attempts to promote fertility. However, this exclusion does not include procedures for the medical treatment of infertility due to sickness, injury or bodily defect except that artificial insemination, in vitro fertilization, gamete intra fallopian transfer or similar fertility promotion procedures or techniques will remain excluded from coverage even if part of this treatment.
25. Swimming programs and physical fitness programs other than at a Hospital outpatient department or charges related to memberships in a health club.
26. Construction or a modification to a home, residence or vehicle required because of an injury, illness or disability.
27. Sex transformation.
28. Vasectomy reversal or tubal ligation reversal.
29. Routine foot care, including but not limited to trimming of toenails, removal of calluses, and preventive care.
30. Orthopedic shoes, except when attached to a brace and prescribed by a Physician.
31. Medication, devices or other methods used for smoking cessation including nicotine gum and patches.
32. Medical treatment from a Hospital or Physician that reimburses or waives the cost of transportation or provides other incentives for an individual to receive medical treatment, either within or outside the geographic jurisdiction of The Fund, if charges exceed the Reasonable and Customary charge for the treatment in the appropriate geographic area of the Plan. When determining the appropriate geographic area the Trustees will consider the geographic area where the covered individual normally would have received this type of medical treatment.
33. Chelation therapy except for any expense or charges for chelation therapy for acute arsenic, gold, mercury, or lead poisoning.
34. Claims that are submitted 24 months or later after the service was performed.
35. Charges in excess of the Reasonable and Customary charge.
36. Recreational therapy.
37. Marriage Counseling, except as provided by the Employee Assistance Program.
38. Methadone treatments, including all related costs for administration of methadone, except where such methadone treatments are part of a treatment plan for eventual elimination of the dose. To be

covered, all such treatment plans must be managed by T.E.A.M., Inc., the Employee Assistance Plan vendor employed by the Plan.

39. Acupuncture.
40. Medical or surgical treatment for weight reduction or obesity, including morbid or exogenous obesity. This exclusion includes, but is not limited to, dietary programs and surgical interventions. Examples of excluded procedures or treatments are gastric bypass, Roux-en-Y procedure, vertical banded gastroplasty, loop gastric bypass, simply gastroplasty, (more commonly known as stomach stapling), duodenal switch operation, biliopancreatic bypass (Scopinaro procedure), mini gastric bypass, implantable gastric stimulators and other weight loss surgeries. Also excluded from coverage is treatment required because of or arising from complications from a treatment or condition excluded by this paragraph.
41. Services from a Physician who does not meet the Plan's definition of Physician.
42. Treatment at halfway house.
43. Gambling addiction except as provided through the Employee Assistance Program.
44. Dental Services or surgery, except as specifically stated in the Dental Expenses Benefit Section.

BENEFIT CLAIMS AND APPEALS

This section describes the procedures for filing claims for benefits from The Fund. It also describes the procedure for you to follow if your claim is denied in whole or in part and you wish to appeal the decision.

How To File A Claim

A claim for benefits is a request for Fund benefits made in accordance with The Fund's reasonable claims procedures. To file a claim for benefits offered under this Fund, you must submit a completed claim form. Simple inquiries or phone calls about The Fund's provisions that are unrelated to any specific benefit claim will not be treated as a claim for benefits. In addition, a request for prior approval of a benefit that does not require prior approval by The Fund is not a claim for benefits.

A claim form may be obtained from Wilson-McShane Corporation by calling **1-952-854-0795** or **1-800-535-6373**. If you use the services of a network provider, the provider will generally file your claims for you. Contact The Fund Office about how to file a claim for Death and AD&D benefits.

The following information must be completed for your request for benefits to be a claim, and for the Claim Administrator to be able to decide your claim.

- Participant name;
- Patient name;
- Patient date of birth;
- Social Security Number of Participant;
- Date of service;
- CPT-4 (the code for Physician services and other health care services found in the Current Procedural Terminology, Fourth Edition, as maintained and distributed by the American Medical Association);
- ICD-9 (the diagnosis code found in the International Classification of Diseases, 9th Edition, Clinical Modification as maintained and distributed by the U.S. Department of Health and Human Services);
- Billed charge;
- Number of units (for anesthesia and certain other claims);
- Federal taxpayer identification number (TIN) of the provider;
- Billing name and address; and
- If treatment is due to accident, accident details.

When Claims Must Be Filed

You must file your claim for benefits as soon as possible following the date you incurred the charges. If you fail to file your claim within a reasonable time, it will not invalidate or reduce your claim if it was not reasonably possible for you to file the claim within a reasonable time. However, in that case, you must submit your claim as soon as reasonably possible and in no event later than 24 months from the date you incurred the charges. The Board of Trustees will determine whether you have proved good cause for filing a late claim.

Where Claims Must Be Filed

Blue Cross claims should be submitted to the local Blue Cross address shown on your card.

Your claim will be considered to have been filed as soon as it is received by the Claims Administrator. You should file your claims with The Fund at the following address:

Sheet Metal #10 Benefit Fund
PO Box 9474
Minneapolis, Minnesota 55440-9474

Time Of Payment Of Claims

Claims other than for Weekly Sickness and Accident are paid as claims are submitted, providing the claims are complete. Weekly Sickness and Accident claims are paid every two weeks, once written proof of the loss of time is received by Wilson-McShane Corporation.

Facility Of Payment Of Claims

Accrued claims unpaid at the Eligible Employee's Death may, at the option of the Trustees, be paid either to the Eligible Employee's beneficiary or to the Eligible Employee's estate.

If any claim is payable to the estate of the Eligible Employee or to a beneficiary who is a minor or otherwise not competent to give a valid release, the Trustees may pay the claim up to an amount not exceeding \$5,000.00 to any relative by blood or connection by marriage of the Eligible Employee or beneficiary who is deemed by the Trustees to be equitably entitled. Any payment made by the Trustees in good faith according to this provision will fully discharge the Trustees to the extent of the payment.

Any claims for Hospital, nursing, medical, or surgical service may, at the Trustees option, be paid directly to the Hospital or person rendering such services.

Physical Examinations And Autopsy

The Board of Trustees, at its own expense, has the right to examine any individual whose injury or illness is the basis of a claim and to request an autopsy to be performed in case of Death where it is not forbidden by law.

Discretionary Authority Of Fund Administrator

In carrying out their respective responsibilities under The Fund, the administrator and other Fund fiduciaries and individuals to whom responsibility for the administration of The Fund has been delegated, have discretionary authority to interpret the terms of The Fund and to interpret any facts relevant to the determination, and to determine eligibility and entitlement to benefits in accordance with the terms of The Fund. Any interpretation or determination made under that discretionary authority will be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

Authorized Representatives

An authorized representative, such as your spouse, may complete the claim form for you if you are unable to complete the form yourself and have previously designated the individual to act on your behalf. You can obtain a form from Wilson-McShane Corporation to designate an authorized representative. The Fund may request additional information to verify that this person is authorized to act on your behalf.

Assignment Of Benefits

You do not have the right to anticipate, alienate, sell, transfer, pledge, assign, or otherwise encumber any interest in benefits to which you may become entitled under The Fund. The Trustees may, however, honor your assignment of benefits to the provider of covered services.

Neither you nor your beneficiary may transfer or assign any life insurance benefit payments in anticipation of receiving them.

Post Service Medical Claims

When you file a post-service medical claim, you have already received the services in your claim.

The following procedures apply to Post-Service Medical Claims:

- Obtain a claim form (or a claim may be filed for you by a PPO or other network provider).
- Complete your (the employee's) portion of the claim form.
- Have your Physician complete the Attending Physician's Statement section of the claim form, submit a completed HCFA health insurance claim form, or submit an HIPAA-compliant electronic claims submission.
- Attach all itemized Hospital bills or Physician's statements that describe the services rendered.

To speed the processing of your claim, check the claim form to be certain that all applicable portions of the form are completed and that you have submitted all itemized bills. If the claim forms have to be returned to you for information, delays in payment will result.

You do not have to submit an additional claim form if your bills are for a continuing disability and you have filed a claim within the past Calendar Year period. Mail any further bills or statements for any Medical or Hospital services covered by The Fund to Wilson-McShane Corporation as soon as you receive them.

Ordinarily, you will be notified of the decision on your Post-Service medical claim within 30 days from The Fund's receipt of the claim. This period may be extended one time by The Fund for up to 15 days if the extension is necessary due to matters beyond the control of The Fund. If an extension is necessary, you will be notified before the end of the initial 30-day period of the circumstances requiring the extension of time and the date by which The Fund expects to render a decision.

If an extension is needed because The Fund needs additional information from you, the extension notice will specify the information needed. In that case you will have 45 days from receipt of the notification to supply the additional information. If you do not provide the information within that time, your claim will be denied. During the period in which you are allowed to supply additional information, the normal period for making a decision on the claim will be suspended. The deadline is suspended from the date of the extension notice until either 45 days or until the date you respond to the request (whichever is earlier). The Fund then has 15 days to make a decision on a Post-Service Medical Claim and notify you of the determination.

Loss Of Time Weekly Claims (Weekly Sickness & Accident Benefit)

For Loss of Time Weekly claims, The Fund will make a decision on the claim and notify you of the decision within 45 days. If The Fund requires an extension of time due to matters beyond the control of The Fund, The Fund will notify you of the reason for the delay and when the decision will be made. This notification will occur before the expiration of the 45-day period. A decision will be made within 30 days of the time The Fund notifies you of the delay. The period for making a decision may be delayed an additional 30 days, provided The Fund Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which The Fund expects to render a decision.

If an extension is needed because The Fund needs additional information from you, the extension notice will specify the information needed. In that case you will have 45 days from receipt of the notification to supply the additional information. If you do not provide the information within that time, your claim will be denied. During the period in which you are allowed to supply additional information, the normal period for making a decision on the claim will be suspended. The deadline is suspended from the date of the extension notice until either 45 days or until the date you respond to the request (whichever is earlier). Once you respond to The Fund's request for the information, you will be notified of The Fund's decision on the claim within 30 days.

Notice Of Denial of Claim or Adverse Benefit Determination

The Trustees must provide you with a notice of their initial determination about your claim within certain timeframes after they receive your claim. The notice must provide you with the following information:

- The specific reason or reasons for the denial of benefits or other adverse benefit determination;

- A specific reference to the pertinent provisions of The Fund upon which the decision is based;
- A description of any additional material or information that is needed to process your claim and an explanation of why the information is needed;
- A copy of The Fund's review procedures and time periods to appeal your claim, plus a statement that you may bring a lawsuit under ERISA following the review of your claim;
- A copy of any internal rule, guideline, protocol or similar criteria that was relied on or a statement that a copy is available to you at no cost upon request;
- A copy of the scientific or clinical judgment or statement that it is available to you at no cost upon request for medical and loss of time weekly claims that are denied due to:
 - Medical Necessity;
 - Experimental treatment; or
 - Similar exclusion or limit.

Your Right To Request A Review Of A Denied Claim

You have the right to a full and fair review by the Board of Trustees if your claim for benefits is denied by The Fund. You must make your request to the Board within 180 days after you receive notice of denial. Your application for review must be in writing, and it must include the specific reasons you feel denial was improper. You may submit any document you feel appropriate, as well as submitting your written issues and comments.

You have the right to review documents relevant to your claim. A document, record or other information is relevant if:

- It was relied upon by The Fund in making the decision;
- It was submitted, considered or generated in the course of making the benefit determination (regardless of whether it was relied upon);
- It demonstrates compliance with The Fund's administrative processes for ensuring consistent decision-making; or
- It constitutes a statement of Fund policy regarding the denied treatment or service.

Upon request, you will be provided with the identification of medical or vocational experts, if any, that gave advice to The Fund on your claim, without regard to whether their advice was relied upon in deciding your claim.

A different person will review your claim than the one who originally denied the claim. The reviewer will not give deference to the initial adverse benefit determination. The decision will be made based on the record, including such additional documents and comments that may be submitted by you.

If your claim was denied on the basis of a medical judgment (such as a determination that the treatment or service was not Medically Necessary, or was Investigative or Experimental), a health care professional who has appropriate training and experience in a relevant field of medicine will be consulted.

Second Level Review – Appeal To The Board of Trustees

If you still disagree with the determination of your claim, you may make an appeal to the Board of Trustees. Ordinarily, decisions on appeals involving Post-Service Medical Claims, Weekly Sickness and Accident, Death, or AD&D Insurance Claims will be made at the next regularly scheduled meeting of the Board of Trustees following receipt of your appeal. However, if your appeal is received within 30 days of the next regularly scheduled meeting, your appeal will be considered at the second regularly scheduled meeting following **receipt** of your request. In special circumstances, a delay until the third regularly scheduled meeting following receipt of your appeal may be necessary. You will be advised in writing in advance if this extension will be necessary. Once a decision on your claim has been reached by the Board of Trustees, you will be notified of the decision as soon as possible, but no later than five days after the decision has been reached.

Notice Of Decision On Appeal

The decision on any appeal of your claim will be given to you in writing. The notice of a denial of a claim on appeal will state:

- The specific reason(s) for the determination.
- Reference to the specific Fund provision(s) on which the determination is based.
- A statement that you are entitled to receive reasonable access to and copies of all documents relevant to your claim, upon request and free of charge.
- A statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

If an internal rule, guideline, or protocol was relied upon by The Fund, you will receive either a copy of the rule or a statement that it is available upon request at no charge. If the determination was based on Medical Necessity, or because the treatment was Experimental or Investigative, or other similar exclusion, you will receive an explanation of the scientific or clinical judgment for the determination applying the terms of The Fund to your claim, or a statement that it is available upon request at no charge.

Legal Actions

You may not start a lawsuit to obtain benefits until after you have requested an appeal to the Board of Trustees and a final decision has been reached, or until the appropriate time frame described above has elapsed since you filed a request for review and you have not received a final decision or notice that an extension will be necessary to reach a final decision. Any lawsuit based on the denial of your appeal by The Fund's Board of Trustees is governed by the applicable statute of limitations.

PRIVACY POLICY

Effective April 14, 2003, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires that health plans protect the confidentiality of your private health information. A complete description of your rights under HIPAA can be found in The Fund's privacy notice, which will be distributed to you upon eligibility. The privacy notice is available from The Fund Office.

Effective April 14, 2003, this Fund will not use or further disclose information that is protected by HIPAA (protected health information) except as necessary for treatment, payment, health plan operations and Plan Administration, or as permitted or required by law. By law, the Fund will require all of its business associates to also observe HIPAA's privacy rules. In particular, the Fund will not, without authorization, use or disclose protected health information for employment-related actions and decisions or in connection with any other benefit or Employee Benefit Plan of the Fund.

Under HIPAA, effective April 14, 2003, you will have certain rights with respect to your protected health information, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You will also have the right to file a complaint with the Plan or with the Secretary of the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated.

This Fund will maintain a privacy notice effective April 14, 2003 that provides a complete description of your rights under HIPAA's privacy rules. Please contact the Fund Administrator:

- For a copy of the notice;
- If you have questions about the privacy of your health information; or
- If you wish to file a complaint under HIPAA.

COORDINATION WITH OTHER BENEFITS

This Plan has been designed to help you meet the cost of disease or injury. Because it is not intended that you receive greater benefits than the actual medical expenses incurred, the benefits under this Plan will be coordinated with the benefits from other plans. Benefits payable by this Plan and any other plans will not exceed 100% of allowable expenses. In no event will payment under this Plan exceed the amount that would have been allowed if no other plan were involved.

Allowable expenses are any Medically Necessary, Reasonable and Customary expenses that would be covered under any of the other plans, but not any expenses that are listed in General Exclusions and Limitations.

Other plan means any plan providing benefits or services for medical, dental, or vision care or treatment, when benefits or services are provided by:

- Group insurance or any other arrangement of coverage for individuals in a group whether on an insured or self-funded basis;
- Group Blue Cross or group Blue Shield coverage or other prepayment coverage;
- Any coverage under labor-Management Trustee Plans, Union Welfare Plans, Employer Organization Plans, Employee Benefits Organization Plans or any other arrangement of benefits for individuals of a group;
- Any coverage under governmental programs, and any coverage required or provided by any statute;
- Any no-fault automobile insurance coverage provided under the laws of the State of Minnesota; or
- Any award of damages, whether by settlement, jury verdict, or Court Order, paid by any third party for injuries.
- Dependents' benefits payable under this Plan when a spouse is covered both as an Eligible Employee and as an eligible Dependent and when a child is covered as a Dependent of more than one Eligible Employee.

Effect On Benefits

If you and/or your Dependent(s) are covered by another plan or plans, the benefits under this Plan and the other plans will be coordinated. This means that one plan pays its full benefits first, then the other plan pays as follows:

- The primary plan (the plan that pays benefits first) pays the benefits it would pay if there were no Coordination of Benefits rule.
- The secondary plan (the plan that pays benefits after the primary plan) will limit the benefits it pays so that the sum of its benefits and those paid by the primary plan will not exceed 100% of allowable expenses.

Order Of Benefit Determination

To determine the amount of benefits payable under this Plan and the amounts to be paid by other plans, the first of the following rules that apply will determine the order of benefits payable:

- A plan without Coordination of Benefits rules will determine benefits before a plan that contains Coordination of Benefits rules.
- A plan that covers the claimant as an employee will determine benefits before a plan that covers the person as other than an employee.
- The Plan covering a person as a laid-off or retired employee, or as a Dependent of a laid-off or retired employee, will be secondary to the benefits of any other plan covering the person. This rule does not apply if the other plan does not have this rule.
- If an individual is covered as an employee under two plans, the Plan that has covered him or her longer is primary, and pays benefits first. However, when the individual is eligible under one plan as a currently working employee and under the other by bank hours or some other reserve accumulation system that continues eligibility, the Plan that covers the individual as a currently working employee will be primary and pay benefits first.
- For claims on behalf of Dependent children, the Plan that covers the parent whose birthday (month and day) falls earlier in the Calendar Year will determine benefits before the Plan of the parent whose birthday falls later in the year. If the parents have the same birthday, the Plan covering the parent for the longer period will determine benefits first.
- If one plan uses the gender rule and the other plan coordinates benefits using the birthday rule, the gender rule plan will determine the order of benefit payment. Under the gender rule, the Plan of the male employee (father) determines benefits for Dependents before the Plan of the female employee (mother.)
- For Dependent children of separated or divorced parents:
 - Where there is a court decree that establishes financial responsibility for medical expenses, the Plan covering the parent who has the financial responsibility will determine benefits first.
 - If there is no court decree, the Plan that covers the custodial parent will determine benefits first.
 - If there is no court decree and the parent with custody has remarried, the order of benefits will be:
 - The Plan of the custodial parent will determine benefits first;
 - The Plan of the step-parent with custody will determine benefits next; and
 - The Plan of the non-custodial parent will determine benefits last.

COORDINATION WITH MEDICARE

Medicare (Title XVIII of the Social Security Act, as amended) provides a program of health insurance. The benefits payable under this Plan will be coordinated with the benefits payable under Medicare.

For eligible active employees, Age 65 and older, this Plan will be primary. This means that you will first be reimbursed under this Plan and, if there are any expenses remaining unpaid, you will then be reimbursed for those expenses for which benefits are payable under Medicare. This also applies to a spouse of an active employee if both the employee and spouse are Age 65 or older.

Once you retire, even if you are continuing coverage under the Active Plan due to hours previously earned, this Plan will be secondary and Medicare will be primary.

Once you retire and are entitled to Medicare, medical benefits will be coordinated with Medicare whether or not you actually enroll for such coverage. **This means that if you are eligible for Medicare but not enrolled in Part A or Part B, benefits provided by the Plan will be reduced by the amount Medicare would have paid if you had enrolled.** The Plan's prescription drug coverage is actuarially equivalent to Medicare Part D, prescription drug coverage. If you enroll for Medicare Part D, you will lose prescription drug benefits under this Plan.

It is very important that you enroll in both Parts A and B when eligible. If you are not enrolled in Medicare, you should immediately contact your local Social Security Office. If you have further questions, call the Benefit Fund Office for assistance.

The Medicare Coordination of Benefits rules apply before any other Coordination of Benefits rules of this Plan.

Effect On Benefits

If this Plan is primary, this Plan will pay benefits without considering the other plans.

If this Plan is secondary, Medicare Benefits are determined or paid first, then benefits under this Plan are paid.

If Medicare is primary and you also have SMW+ coverage, then the order of payment is:

1. Medicare pays first.
2. Submit your Medicare Explanation of Benefits (EOB) to SMW+ for their payment.
3. Submit the Medicare and SMW+ EOB's to Wilson-McShane Corporation for any final payments.

The combined Medicare, SMW+, and Plan benefits will not exceed 100% of the expense incurred.

Order Of Benefit Determination

For You

This Plan has primary responsibility for your claims, if all of the following apply:

- You are at least Age 65;
- You are eligible for Medicare Part A solely because of age; and
- You are actively employed by an employer that pays all or part of the required contributions for eligibility.

This Plan has secondary responsibility for your claims when you are eligible for Medicare Part A because of age and you are not actively employed by a Contributing Employer who pays all or part of the required contributions for eligibility.

For Your Dependent Spouse

This Plan has primary responsibility for your Dependent spouse's claims if all of the following apply:

- Your spouse is at least Age 65;
- Your spouse is eligible for Medicare Part A solely because of age; and
- You are actively employed by an employer that pays all or part of the required contributions for eligibility.

For A Participant With End-Stage Renal Disease

This Plan has secondary responsibility for the claims of an eligible person who is eligible for primary Medicare Benefits because of end-stage renal disease. This Plan has primary responsibility for such claims during the waiting period even if the person is also eligible for Medicare due to age.

SUBROGATION

The Plan will have a first priority right to recovery against any party or any source for your injury or sickness that created the need for the services and/or benefits for which the Plan paid, to the extent of the payment made by the Plan plus reasonable costs of collection, including reasonable attorney fees. The Plan's claim for reimbursement will be paid in full before and it will take precedence over any claim for general or special damages by you. Any state law requiring you to be made whole before the Plan is entitled to reimbursement does not apply. The Plan's right to subrogation and reimbursement is not affected, reduced or eliminated by the "Make Whole Doctrine," comparative fault, regulatory diligence, or the "Common Fund Doctrine."

You must cooperate with the Plan in assisting it to protect its legal rights under this provision, and you must do nothing to prejudice the Plan's subrogation/reimbursement rights. The Plan, once benefits are paid, is granted a lien on the proceeds of any payment, settlement, or judgment.

You will pay the amount of The Fund's subrogation/reimbursement claim to The Fund before you pay attorney fees and costs incurred in any litigation related to the recovery. The Plan does not agree to pay a share of your attorney fees in recovering the Plan's claim, unless the Board of Trustees otherwise agrees in writing with you and/or your attorney. The Plan may bring suit in your name and it may recover from you any proceeds of any settlement or judgment obtained from any party or source. Any such proceeds will be held by you in trust for the benefit of the Plan, and the Plan will be entitled to recover reasonable attorney fees it may incur in collecting any proceeds held by you.

The Plan may withhold benefits until you execute such documents as the Plan requires to facilitate its right under the Plan. The Plan's payments of medical claims and/or disability claims may be conditioned on your agreement in writing to:

- Reimburse the Plan to the extent of benefits paid by the Plan; and/or
- Provide the Plan with a lien to the extent of benefits provided to you by the Plan.

If you refuse to cooperate with the Plan's subrogation provisions, The Fund may offset your future claims until the Plan's subrogation rights have been satisfied. If you recover lost wages benefits from another source, the Plan has the right to seek repayment from you of any Time Loss Weekly Benefits that, in addition to the lost wages benefits recovered from the other source, exceed 85% of your weekly income prior to the Total Disability.

The Plan will provide benefits at the beginning of the Total Disability, but you will be asked to execute and deliver such documents or take other action as is necessary to assure the Plan's rights should the lost wages claim prove successful.

You may not assign any rights or cause of action that you may have against any party to recover medical expenses or disability payments without the express written consent of the Plan.

IMPORTANT INFORMATION ABOUT THE BENEFIT FUND

The following information is provided to help you identify this Benefit Fund and the people who are involved in its operation, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

Fund Name

Sheet Metal #10 Benefit Fund.

Board of Trustees

A Board of Trustees is responsible for the operation of this Fund. The Board of Trustees consists of an equal number of Employer and Union representatives. If you wish to contact the Board of Trustees you may use the address and phone number below:

Board of Trustees
Sheet Metal #10 Benefit Fund
1681 East Cope Avenue, Suite B
Maplewood, Minnesota 55109-2631
651-770-0991

The Board of Trustees is both the Plan Sponsor and the Plan Administrator.

As of January 1, 2007, the Trustees of this Fund are:

UNION TRUSTEES

Craig Sandberg
Sheet Metal Workers Local #10
1681 East Cope Avenue
St. Paul, MN 55109

Walter Chase
Sheet Metal Workers Local #10
1681 East Cope Avenue
St. Paul, MN 55109

Luigi Andretta
Sheet Metal Workers Local #10
1681 East Cope Avenue
St. Paul, MN 55109

Steven Raatikka
Sheet Metal Workers Local #10
1681 East Cope Avenue
St. Paul, MN 5510

Chris Malon, Alternate
Sheet Metal Workers Local #10
1681 East Cope Avenue
St. Paul, MN 55109

EMPLOYER TRUSTEES

Michael Jenson
General Sheet Metal Company, LLC
2330 Louisiana Ave. No.
Minneapolis, MN 55427

John Quarnstrom
SMARCA, Inc.
1405 Lilac Drive, Suite 100
Minneapolis, MN 55422

Thomas Lindskog
Carlson Air Conditioning
1203 Bryant Avenue North
Minneapolis, MN 55411

Gary Sohlstrom
Environ-Con, Inc.
500 Apollo Avenue, NE
St. Cloud, MN 56304

James Bigham, Alternate
SMARCA, Inc.
1405 Lilac Drive, Suite 100
Minneapolis, MN 55422

Identification Number

The number assigned to this Fund by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 501.

The employer identification number assigned to the Board of Trustees by the Internal Revenue Service is 41-0871191.

Plan Year

The Plan's fiscal year for the purpose of maintaining records and filing various governmental records and filing various governmental reports is the annual period January 1 through December 31.

Agent For Service Of Legal Process

Ms. Sheila Rice is the Plan's agent for service of legal process. If legal disputes involving the Plan arise, any legal documents should be served upon Ms. Rice or upon any of the individual Trustees at the address shown in this booklet.

Source Of Contributions

The benefits provided by The Fund are financed by employer contributions. The amount of employer contributions is based on a fixed rate per hour worked, which is determined by the provisions of the applicable collective bargaining agreements.

Plan Type

This Fund is maintained to provide Death, disability, Hospital, surgical, medical, dental and vision benefits for Eligible Employees and their Eligible Dependents. All benefits are provided on a self-funded basis directly from The Fund's assets. All benefits are provided directly by the Plan from Plan assets.

Trust Fund

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to Eligible Employees and their eligible Dependents and defraying reasonable administrative expenses.

The benefits are paid according to Plan provisions out of the Trust Fund. If you have any questions or problems, you have the right to get answers from the Trustees who administer the Plan.

Benefits Mistakenly Paid

As a Plan Participant, you agree to comply with the Plan's rules, including but not limited to eligibility, stated in this Summary Plan Description and Plan Document. If the Plan pays benefits on your behalf, or on behalf of your Dependents, and the Plan later learns that you or your Dependents were ineligible to receive the benefits, then you or your Dependents agree to reimburse the Plan the amount of mistakenly paid benefits. If the Plan discovers that it mistakenly paid benefits on your behalf or on behalf of your Dependents, then the Plan will notify you or your Dependents in writing of the mistaken payment and of the obligation to reimburse the Plan. If you or your Dependents refuse to reimburse the Plan for mistakenly paid benefits, then the Plan may bring a lawsuit against you or your Dependents for reimbursement of the mistakenly paid benefits or may withhold from future benefits any amounts due to the Plan. Additionally, if you or your Dependents refuse to reimburse the Plan for mistakenly paid benefits, whether or not the Plan commences a lawsuit against you or your Dependents, then you or your Dependents agree to pay the Plan's costs incurred in recovering or attempting to recover the mistakenly paid benefits, including but not limited to the Plan's reasonable attorney fees.

STATEMENT OF ERISA RIGHTS

As a Participant in the Sheet Metal #10 Benefit Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to the rights described in this section.

Receive Information About Your Plan And Benefits

You have the right to:

1. Examine, without charge, at the Plan Administrator's office and other specified locations, such as Union halls and worksites at which at least 50 Plan Participants covered under the Plan customarily work, all Plan Documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
2. Obtain copies of all Plan Documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
3. 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

You also have the right to:

1. Continue health care coverage for yourself, spouse, or Dependents if there is a loss of coverage under the Plan because of a qualifying event. You or your Dependents may have to pay for such coverage. Review this booklet and the documents governing the Plan on the rules governing your COBRA Continuation Coverage rights.
2. Reduce or eliminate exclusionary periods of coverage for Pre-Existing Conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a Certificate of Creditable Coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA Continuation Coverage, or when your COBRA Continuation Coverage ends. You must request it before losing coverage or within 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 your enrollment date in your coverage.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other plan Participants and beneficiaries. No one, including your employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$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 a claim for benefits is denied, in whole or in part, you may file suit in a state or federal court. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court.

If you believe that Plan fiduciaries have misused the Plan's money, or if you believe that you have been discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

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, you should contact the Employee Benefits Security Administration (EBSA) at:

National Office
Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
866-444-3272

Nearest Regional Office:
Kansas City Regional Office
1100 Main Street, Suite 1200
Kansas City, MO 64105-5148
816-426-5131

For more information on your rights and responsibilities under ERISA or for a list of EBSA offices, contact the EBSA by visiting the Web site of the EBSA at www.dol.gov/ebsa.

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