

Electrical
Insurance
Trustees

**Disability, Death
and Accidental
Death &
Dismemberment
Benefits for
Electrical
Construction
Workers**

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ABOUT THIS BOOKLET

This is a Summary Plan Description of the disability, death and accidental death & dismemberment (AD&D) benefits applicable as of January 1, 2003 to participants in the Electrical Insurance Trustees Health & Welfare Plan for Construction Workers. Other Health & Welfare Plan benefits are described in a separate booklet.

To understand the plan, you must read this booklet in its entirety. This booklet also serves as the official plan document.

Benefits are contingent upon the continuation of the plan by the Trustees and upon the financial adequacy of the Trust Fund to which employer contributions are made.

Every effort has been made to describe the plan provisions in a manner that plan participants can understand. The plan provisions are subject to change from time to time.

Additional information about the plan is readily available from the Fund Office. The Fund Office can inform you of whether a particular employer participates in the plan and, if so, the employer's address. You may examine copies of the applicable collective bargaining agreement and other documents at the Fund Office.

See the back of this booklet for a beneficiary designation form.

Your Benefits At-A-Glance

What's Included

The Health & Welfare plan benefits described in this booklet are disability and death benefits that protect you and your family against some of the financial hardship that can occur if you become disabled, injured or die. The benefits include:

- Ⓢ Accident and Sickness benefits
- Ⓢ Long-Term Disability benefits
- Ⓢ Death benefits

Ⓢ Accidental Death & Dismemberment benefits

In addition to these benefits, you may also be eligible for benefits from Pension Plan No. 2, Pension Plan No. 5, ASB Plan and Social Security. See pages 11-12 for more information.

Benefit Summaries

Following are at-a-glance summaries of the disability and death benefits offered under the plan. To fully understand how these benefits work, you need to read the more detailed information in each of the benefit sections.

Disability, Death, Accidental Death and Dismemberment Benefits				
	Accident and Sickness	Long-Term Disability	Death	Accidental Death and Dismemberment (AD&D)
When Coverage Begins	On the first day of the month after you become eligible by working at least 600 hours within six consecutive months	On the first day of the month after you have been enrolled in the Health and Welfare Plan for 12 consecutive months	On the first day of the month after you become eligible by working at least 600 hours within six consecutive months	On the first day of the month after you become eligible by working at least 600 hours within six consecutive months
When Benefits Are Payable	After you are unable to work for seven consecutive days	After 14 weeks of disability	If you die while an active employee covered by the plan	If you die due to an accident while an active employee, or you are injured in an accident and become dismembered
What You Receive	\$425 a week for up to 13 consecutive weeks (three months)	60% of your monthly pay (up to a \$1,600 benefit) for up to an additional 24 months	Your beneficiary may receive \$10,000. If you become totally and permanently disabled, your death benefits can be converted to 114 monthly installments	Your beneficiary may receive an additional \$5,000 if you die because of an accident, or up to \$5,000 if you become dismembered in an accident

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Disability, Death, Accidental Death and Dismemberment Benefits				
	Accident and Sickness	Long-Term Disability	Death	Accidental Death and Dismemberment (AD&D)
How Long Benefits Last	If you remain totally disabled, payments continue for up to 13 weeks	Your benefits will continue for 24 months after they begin as long as you remain disabled or until you retire, whichever comes first	Your beneficiary will receive a one-time lump-sum benefit payment	You or your beneficiary will receive a one-time lump-sum benefit payment if you die or are dismembered as a result of an accident
Other Benefits	You remain eligible for health and welfare benefits	<ul style="list-style-type: none"> You remain eligible for health and welfare benefits You may have a benefit from Pension Plan No. 5 You may have a Social Security disability benefit If you become totally and permanently disabled, your death benefits can be converted to 114 monthly installments 	<ul style="list-style-type: none"> Your dependents may continue receiving medical, prescription drugs, dental, orthodontic, vision and hearing aid benefits for up to 36 months by paying premiums as available through COBRA Your spouse may be eligible for a death benefit from Pension Plans No. 2 and No. 5 and/or the ASB Plan 	Not applicable

Note: After your long-term disability benefits end, you may continue medical, prescription drug, dental, orthodontia, vision and hearing aid benefits for up to 29 months by paying premiums as available through COBRA. (COBRA does not include disability, death or AD&D benefits.)

You may also have a benefit from Pension Plan No. 2. If you're eligible for a disability pension, you may also qualify for retiree health care coverage.

What Happens If...

ⓔ You Are a New Member

Member Eligibility

You are eligible for benefits beginning, retroactively, on the first day of the month after receipt of contributions from your employer for 600 hours of actual work. You must have worked these hours within six consecutive months. Apprentice training school time may be calculated into your work history. Dependents are not eligible for coverage under these benefits.

Naming a Beneficiary

Name your beneficiary for any death or AD&D benefits by completing and returning the proper designation form. You are automatically the beneficiary of any disability benefits. A form is included in the back of this booklet. You may change your beneficiary at any time by filing a new beneficiary designation form.

ⓔ You Become Disabled

Filing a Claim

To file a claim for disability benefits, contact the Fund Office for a claim form. Also refer to page 13 of this booklet for more information on how to collect your benefits.

Converting Your Death Benefit

If you become totally and permanently disabled while an active member under age 70, you may convert your basic death benefit to a series of 114 monthly payments.

You must provide proof of disability (including your Social Security award) within one year after it begins. The Trustees may require proof of continuance of disability at any time during the first two years, and once a year thereafter. Installments will stop if you fail to furnish satisfactory proof of your disability.

ⓔ You Need to File a Claim

Disability Claims

Notify the Fund Office of your disability as soon as possible. The Fund Office will send a claim form for you, your employer and your physician to complete and return. All claims must be filed with the Fund Office within one year of the date of disability. Payments will not be made for any period of disability that began more than one year before the Fund Office receives the completed claim form. Also refer to page 13 of this booklet for more information on how to collect your benefits.

WHAT HAPPENS IF...

Death Claims

Your beneficiary should notify the Fund Office of your death and obtain a claim form. The claim form must be completed and filed with the Fund Office within one year of the date of your death. Your beneficiary will need to provide the Fund Office with any information the Trustees require. This may include a certified copy of the death certificate.

AD&D Claims

You or your beneficiary must contact the Fund Office to obtain a claim form if you are dismembered or you die due to an accidental injury while covered under this plan. The claim form must be completed and returned within 90 days of the date of the accident or within 365 days (as of July 1, 2003) of the date of the death. You or your beneficiary may also be asked to supply other information as requested.

ⓔ You Change Your Marital Status

You may wish to contact the Fund Office to update your beneficiary designation for your benefit coverage. Your beneficiary election applies to both the basic death and the accidental death benefit. You may change your beneficiary at any time by filing a new beneficiary designation form. A beneficiary designation form is included in the back of this booklet.

ⓔ You Become a Parent

You may wish to contact the Fund Office to update your beneficiary designation for your benefit coverage. Your beneficiary election applies to both the basic death and the accidental death benefit. You may change your beneficiary at any time by filing a new beneficiary designation form. A beneficiary designation form is included in the back of this booklet.

ⓔ You Are Laid Off

You may continue your disability, death, and AD&D coverage if you are registered through the Referral Hall and available for work. You can make self-pay contributions for up to three consecutive quarters. You will be notified if you are eligible for self-pay. See “Maintaining Coverage by Self-Pay Contribution” on page 7 for more information.

Coverage under the plan will end when you stop making self-pay contributions. However, you then may apply to convert your death benefit to an individual life insurance policy. See “Conversion Privilege” on page 15.

ⓔ You Retire

Your disability, death and AD&D benefits will end upon your retirement. However, you may have the right to convert your death benefit to an individual life insurance policy when you retire. See Conversion Privilege on page 15 or contact the Fund Office for more information.

ⓔ You Fail to Meet the Contributed Hours Requirements

If you fail to meet any contributed hours requirements, your welfare benefit coverage will end. However, you may continue your disability, death and AD&D coverage by making self-pay contributions for up to three consecutive quarters. You pay the difference between the hours paid for by your employer(s) and the hours required for continued coverage at the employer's current rate of contribution per hour.

You will be notified by the Fund Office if you are eligible to continue coverage through self-pay.

ⓔ You Terminate Employment

Your disability and AD&D and death coverage will end the day you terminate employment. However, you may have the option to convert your death benefit to an individual life insurance policy. Contact the Fund Office for more information.

ⓔ You Are Injured or Die

You or your beneficiary must contact the Fund Office to obtain a claim form to file an accidental death or dismemberment claim. The claim form must be completed and returned within 90 days of the date of the accident or within 365 days (as of July 1, 2003) of the date of the death. You or your beneficiary also may be asked to supply other information as requested.

If You Are Injured At Work

If you are covered by the plan and become injured at work, you will be credited with 25 contributed hours for each week you are disabled. See page 31 of the health care booklet. Claims must be filed within one year of the date of disability. You will not receive a monetary benefit from the Welfare Fund for work injuries. See pages 3 and 4 on filing a claim.

Benefit Eligibility

You are eligible for plan benefits on the first day of the month after you complete 600 hours of active employment. This employment must be completed within six consecutive months during which a participating employer makes contributions to the plan for you. Time at electrical apprentice training school counts toward eligibility.

When Coverage Begins

Except for your long-term disability benefits, coverage begins on the first day of the month after you complete the eligibility requirements. Your long-term disability benefits begin on the first day of the month after you have been enrolled in the Health & Welfare plan for 12 consecutive calendar months.

Maintaining Your Coverage

The Fund Office reviews your contributed hours four times a year (as of the last day of March, June, September and December) to determine your continuing eligibility for benefits.

The Fund Office determines your continued eligibility for benefits as follows: About halfway through each quarter, the Fund Office tabulates your contributed hours in the *previous* quarter. If you worked sufficient hours in the previous quarter for which contributions are received, your eligibility for the next quarter continues. Coverage for the *current* quarter, in which the process of counting contributed hours is being done, continues regardless of whether contributed hours in the previous quarter are sufficient.

If you meet *either* of the following requirements, your eligibility for coverage continues:

1. Contributions are received for at least 300 hours that you worked in the most recent contribution quarter.
2. Contributions are received for at least 1,200 hours that you worked in the most recent four contribution quarters.

This table summarizes the eligibility rules:

As of the End of This Quarter	If You Meet One of the Contributed Hours Requirements, Coverage Continues Through	If You Fail to Meet Either Contributed Hours Requirements, Coverage Ends on This Date (Unless You Make Self-Contributions)
January 1 - March 31	Quarter 3, ending Sept. 30	June 30
April 1 - June 30	Quarter 4, ending Dec. 31	September 30
July 1 - September 30	Quarter 1, ending March 31	December 31
October 1 - December 31	Quarter 2, ending June 30	March 31

If you are unable to work because of a certified sickness or injury, you are credited with 25 hours for each week of proven disability while eligible for accident and sickness or long-term disability benefits during any one period of continuous disability. You must be receiving disability benefits from Workers' Compensation or from the Welfare Fund (or must be eligible for but not receiving benefits from the Welfare Fund because Social Security disability benefits are greater).

Maintaining Coverage by Self-Pay Contribution

If you are going to lose your coverage, you have the opportunity to pay the difference between the hours paid for by your employer(s) and the hours required for continued coverage at the employer's current rate of contribution per hour. For example, if you were 50 hours short during one quarter and the rate of contribution was **\$6.60 per hour**, you could maintain your coverage by paying **50 x \$6.60, or \$330**.

You may maintain your coverage in this manner for a maximum of three consecutive quarters if you meet the eligibility requirements for the Supplemental Unemployment Benefit (SUB) Plan. If your shortfall in hours for a subsequent quarter was greater than for the previous quarter, your cost would increase.

Reinstatement of Coverage

If you lose coverage due to the contributed hours requirement, you can reinstate your coverage. Reinstatement begins, retroactively, on the first day of the month after receipt of contributions for 300 hours of active work. You must have worked these hours during any three consecutive months.

If you do not qualify for reinstatement within 52 weeks, you can become eligible for coverage like a new member. This means you need to complete 600 contributed hours of active work within six consecutive months.

Working in Another Jurisdiction

If you work partly in another jurisdiction and wish to continue benefit coverage under this plan, you must have the contributions of the employer in the other jurisdiction transferred to this plan.

To do this, you must sign a reciprocity authorization in the jurisdiction where the work is to be performed. You should sign the authorization *before* you begin the work, as only your time completed on or after the date it is signed is transferred. **Note:** It may take longer for your time from these outside jurisdictions to be received and calculated than from Local 134 contractors.

If You Do Not Arrange for Contributions to Be Transferred

If you do not arrange to have your employer's contributions transferred to this plan, your membership in this plan will end when you fail to work:

- Ⓢ 300 contributed hours in a coverage quarter, and
- Ⓢ 1,200 contributed hours in the previous four consecutive calendar quarters.

When Coverage Ends

Coverage ends if your employment is terminated or if the plan is discontinued. Circumstances under which coverage can end include the following:

Coverage Ends...	However, Coverage for Benefits May Continue If...
<p>If you are laid off and are unemployed.</p>	<p>You make self-pay contributions and are registered through the Referral Hall and available for work. Membership may continue for three coverage quarters (the Trustees may at times change this period). You may then apply for life insurance conversion (see page 15).</p>
<p>If you work outside the jurisdiction of the Local Union.</p>	<p>You work for a participating employer outside Local Union jurisdiction and you sign a reciprocal agreement to have contributions transferred to this plan.</p>
<p>If the plan is discontinued.</p>	<p>No further coverage available.</p>

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

It is solely your responsibility to know when your coverage will terminate due to insufficient contributed hours. Notice of loss of coverage from the Fund Office is not an obligation of the Welfare Fund, its Trustees or the Fund Office.

Benefits Contingent Upon Plan Continuance and Financial Adequacy of Fund

Benefits are contingent upon the continuation of the plan by the Trustees and the financial adequacy of the Trust Fund to which employer contributions are made.

Coverage Summary

The chart below summarizes when coverage begins, ends and under what circumstances it will resume:

Coverage Begins...	Coverage Continues...	Coverage Ends...	Coverage May Resume...
On the first day of the following month after 600 contributed hours within six consecutive months.	If you have 300 contributed hours in the most recent contribution quarter or 1,200 contributed hours in the previous four contribution quarters.	When contributed hours are less than 300 hours in the latest contribution quarter and 1,200 hours in the previous four contribution quarters. See "When Coverage Ends," page 8.	If, within 52 weeks of leaving plan coverage, you have 300 contributed hours during three consecutive months; otherwise see "When Coverage Begins," page 6.

Accident and Sickness Benefits

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

Your benefits will begin after you are unable to work for seven consecutive days, and you are under the care of a licensed physician or behavioral health provider. If you remain totally disabled, payments continue for up to 13 weeks, but not beyond the date your doctor allows you to return to work.

Benefit Amount

The benefit is \$425 a week. You will receive your benefit at the end of each pay period during which you have provided proof of your continuing disability. Because of federal law, Social Security and Medicare taxes will be withheld from your weekly accident and sickness benefit. If you want federal income and state taxes withheld from your check, you must notify the Fund Office.

If you are eligible for a disability benefit from another plan such as a plan of another local union, your combined weekly benefit amount before taxes may not exceed 16 times the hourly rate paid to a journeyman electrician. If necessary, your benefit under this plan will be reduced.

Recurring Disabilities

If you recover from an accident and sickness disability, return to work and are later disabled again from the same cause, the two periods will count as *one* 13-week disability period, unless your doctor releases you for work and:

- Ⓢ you are registered with the Referral Hall and either working or available for work for at least four consecutive weeks, or
- Ⓢ the disabilities are separated by four consecutive weeks of full-time employment where you are doing the same or similar work you did before your disability.

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

- Ⓢ your doctor allowed you to return to work between the two periods of disability, and
- Ⓢ you either returned to full-time employment or you registered with the Referral Hall and were available for work.

What's the Definition of Disability?

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

Long-Term Disability Benefits

You may receive long-term disability benefits for up to 24 months while you continue to be disabled and under a doctor's care. The maximum benefit payable to you is \$1,600 a month, which includes any disability benefit you receive from Social Security.

When Benefits Begin

Your long-term disability benefits begin after 14 weeks of disability. (During this 14-week period, you may be eligible for accident and sickness benefits — see page 9.) Your benefits end 24 months after they begin or when you retire, whichever comes first.

Qualifying for a Benefit

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

- Ⓢ be covered by the plan for at least 12 consecutive calendar months before the disability began;
- Ⓢ be prevented from performing any gainful work due to a physical or mental impairment;
- Ⓢ not have engaged in any gainful employment for 14 consecutive weeks;
- Ⓢ be under the continuous care and attendance of a licensed doctor or surgeon for treatment of your disability; and
- Ⓢ have applied for Social Security disability benefits and your application is still pending, or be eligible to receive Social Security benefits.

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

Benefit Amount

Your long-term disability benefit is paid monthly. The benefit amount is based on the formula shown below:

60% of your average monthly pay, up to a maximum benefit of \$1,600 a month **reduced by** any disability benefits paid or payable by Social Security or any other group disability plan

Average monthly pay means the wages or salary paid to you by participating employers in the 12 calendar months before your disability began, divided by 12. If your monthly average pay is \$2,667 or more, your benefit is \$1,600 a month. If your monthly pay is less than \$2,667 a month, your benefit is 60% of your average monthly pay.

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

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

Recurring Disabilities

If you recover and are then disabled again within six months from the same or a related cause, you are considered to have a continuation of the first disability. If more than six months have passed, you are considered to have a new disability for which you may receive up to 24 months of benefits, subject to a 14-week waiting period, if you are registered with the Referral Hall and either working or available for work during six consecutive months.

Pension Plan Disability Benefits

If you become totally and permanently disabled (see page 13) and have been granted a disability benefit from Social Security, you may be eligible to receive:

- ⓔ the value of your account in Pension Plan No. 5, if applicable, and
- ⓔ if you have 10 or more years of eligibility service, a disability pension from Pension Plan No. 2. However, if you start your disability pension, payments from this plan **will stop**.

Social Security Disability Benefits

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

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

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

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

Once you have applied for Social Security disability benefits, you may be eligible to receive your ASB Plan account balance. To be eligible, you must not have any disability benefits from any welfare plan offered by the Trustees. To request your ASB Plan Account balance, contact the Fund Office.

Disability Advancement

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

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

Rehabilitative Employment

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

Other Information About Your Disability Benefits

This information applies to both your accident and sickness and your long-term disability benefits.

Disability Benefit Exclusions

You will not receive benefits for any period of disability:

- ⓔ during which you are not under the regular care of a licensed doctor or surgeon;
- ⓔ during which you are treated by a relative or a person who ordinarily resides with you;
- ⓔ that results from injury or sickness caused directly or indirectly by war or an act of war;
- ⓔ caused by participation in a riot;
- ⓔ that results from intentionally self-inflicted injury;
- ⓔ for which you are paid by an employer;
- ⓔ that results from an accident while intoxicated or under the influence of narcotics not administered by a doctor;
- ⓔ that results from an injury or sickness arising from any electrical work or any other paid work or is payable under any Workers' Compensation or occupational disease law;
- ⓔ that results from travel in a private aircraft; or
- ⓔ that occurs after the date you retire.

Collecting Benefits

To collect accident and sickness or long-term disability benefits, you must contact the Fund Office and obtain a claim form. The Fund Office will send a claim form for you, your employer and your doctor to complete and return. The completed claim form must be filed with the Fund Office within one year after the date of your disability. You must supply the Fund Office with information the trustees require. Retroactive payments will not be made for any period of disability that began more than one year before receipt of the completed claim form. If the Fund Office determines that you received accident and sickness or long-term disability benefits to which you were not entitled, you will be required to reimburse the Electrical Insurance Trustees for any benefit payments made to you.

Proof of Claim

Your proof of claim must show:

- ⓔ that you are under the regular care of a doctor
- ⓔ the date your disability began
- ⓔ the cause of your disability
- ⓔ the extent of your disability — including restrictions and limitations preventing you from performing your regular job, and
- ⓔ the name and address of any hospital or facility where you received treatment, as well as all attending doctors.

Electrical Insurance Trustees reserves the right to request an independent exam by a selected physician to review your eligibility for disability benefits.

Refer to the Claims Approval and Denial section on page 16, for more claims information.

Permanent and Total Disability Benefits: Death Benefit Conversion

If you become totally and permanently disabled while an active member under age 70, you may convert your basic death benefit of \$10,000 (see page 14) to a series of monthly payments. It is to your advantage to start these payments after your long-term disability benefits have ended.

Monthly Benefit Amounts

You may convert your death benefit to a series of 114 monthly payments (9½ years). The first monthly payment is \$148.50 and the remaining payments are \$100 a month. Because of the interest you receive, total payments over the 114-month span would be \$11,448.50. If you die while receiving benefits, any unpaid installments are payable to your beneficiary, or your beneficiary may elect to receive the balance in a lump sum.

Proving Your Disability

You are considered totally and permanently disabled if:

- ⓔ a physical or mental impairment prevents you from doing any gainful work,
- ⓔ the impairment is expected to continue for at least 24 months (as of July 1, 2003) or result in an earlier death, and
- ⓔ you are eligible to receive a Social Security disability benefit.

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

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

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

Death Benefits

If you die from any cause while an active employee covered by the plan, the plan provides a death benefit. You are also covered until you reach age 65 if you are covered as a retiree under this plan.

Benefit Amount

Your basic death benefit amount is \$10,000. It is paid to your designated beneficiary. Your death benefit will be paid as a single lump sum.

If you received your death benefit in monthly payments (see “Permanent and Total Disability Benefits: Death Benefit Conversion” on page 13), any payments you received will reduce the amount of your death benefit unless you recover and produce a statement of health satisfactory to the Trustees.

Naming a Beneficiary

You may name anyone you want as your beneficiary by completing and returning the form available from the Fund Office or in the back of this booklet. Your beneficiary election applies to both the basic death and the accidental death benefit. You may change your beneficiary at any time by filing a new beneficiary designation form.

If you do not name a beneficiary or if your designated beneficiary is not living, the benefit will be payable in the order shown as follows:

- Ⓔ your spouse
- Ⓔ your children
- Ⓔ your parents
- Ⓔ your estate

Collecting the Death Benefit

To collect the death benefit, your beneficiary must advise the Fund Office of your death and obtain a claim form. The completed claim form must be filed with the Fund Office within one year after the date of your death. Your beneficiary must supply the Fund Office with information the Trustees require.

Other Benefits Payable on Your Death

If you die while actively employed, your Pension Plan No. 5 account will be paid to your named beneficiary. In addition, your spouse may be eligible for a monthly benefit from Pension Plan No. 2. To apply for your pension plan benefits, your beneficiary may call or write to the Fund Office for benefit forms. Then, file the application with the Fund Office, which will submit it to the Trustees. Your beneficiary may be asked to supply evidence of age and any other additional information (such as a death certificate) the Trustees consider necessary.

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

Conversion Privilege

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

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

Accidental Death & Dismemberment (AD&D) Benefits

If you die due to an accident while an active employee, the plan pays your beneficiary an accidental death benefit in addition to the basic death benefit. If you are injured in an accident and become dismembered, the plan provides a dismemberment benefit.

Benefit Amount

Your beneficiary will receive a \$5,000 *accidental death benefit* if you die as a direct result of an accident and independent of all other causes within 365 days (as of July 1, 2003) of the date of the accident. This accidental death benefit

is in addition to any other death benefit coverage you may have under a Local 134 benefit plan. However, the \$5,000 is reduced by the amount of any accidental dismemberment benefits paid as a result of the same accident.

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

- ⊕ \$5,000 for the loss of both hands, both feet, the sight in both eyes, one hand and one foot, one hand or foot and sight of one eye, or hearing in both ears and speech.
- ⊕ \$2,500 for the loss of one hand, one foot, the sight of one eye, loss of speech or hearing in both ears.
- ⊕ \$1,250 for the loss of a thumb and index finger on the same hand.

If a covered accident results in quadriplegia (paralysis of both upper and both lower limbs) the plan pays the full benefit amount of \$5,000. The plan pays \$2,500 if a covered accident results in paraplegia (paralysis of both upper *or* both lower limbs) or hemiplegia (paralysis of the upper and lower limbs on the same side of the body). The plan pays \$3,750 if a covered accident results in triplegia (hemiplegia with paralysis of a limb on the other side). The plan pays \$1,250 if a covered accident results in uniplegia (the entire and irrecoverable paralysis of one limb).

Seat Belt and Air Bag Benefit

For accidents that occur on or after July 1, 2003, the plan will pay to your beneficiary an additional \$5,000 if you die in a private passenger car accident, and your seat belt was in use at the time of the accident. The plan will pay an additional \$500 of the full benefit amount if the air bag deployed. Based on the police report, if it cannot be determined whether the seat belt was in use at the time of the accident, then the benefit will be reduced to \$1,000, and the plan will pay an additional \$250 if the air bag deployed.

Naming a Beneficiary

See page 14 for information on naming a beneficiary for your basic death and accidental death benefits.

Collecting Benefits

To receive a dismemberment benefit, you must contact the Fund Office to obtain a claim form. You must complete and return the claim form within 90 days of the date of the accident and provide other information as requested.

To receive the accidental death benefit, your beneficiary must complete and return the claim form within 365 days (as of July 1, 2003) of the date of your death and provide other information as requested by the Trustees.

Benefit Exclusions

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

- Ⓢ bacterial infections (except pyogenic infections that occur with or through an accidental cut or wound),
- Ⓢ ptomaines,
- Ⓢ bodily or mental infirmity or any other kind of disease,
- Ⓢ suicide or attempted suicide,
- Ⓢ an act of war,
- Ⓢ participation in a riot
- Ⓢ commission of a felony, or
- Ⓢ an act of terrorism.

Claims Approval and Denial

If your claim is:

- Ⓢ **approved** — you will receive all applicable benefits as soon as the Fund Office receives and approves all necessary documentation.

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

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

Appealing a Claim

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

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

The person filing the appeal may request a written answer, including specific reasons and references to pertinent plan provisions, within 60 days after the appeal is made (or

within 120 days if special circumstances require additional time and the Trustees notify you that additional time is needed before the end of 60 days).

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

If your appeal is denied, the notification will:

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

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

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

Your plan is sponsored and administered by a joint labor-management Board of Trustees. The fund administrator assists the Board of Trustees in the administration of the Welfare Fund. The fund administrator and other personnel of the administration office are employees of the Fund Office.

Plan Administration

This section contains important administrative information about the benefits provided to you by the Trustees. The information in this section applies to all of your benefits and includes details about your rights as provided under ERISA — the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code.

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

Plan Name

The official name of the plan is the Electrical Insurance Trustees Health & Welfare Plan for Construction Workers. This summary describes the welfare benefits (sickness, disability, life and accidental death and dismemberment insurance) provided by the plan. A separate Summary Plan Description describes the health care benefits (medical, prescription drug, dental, orthodontic, vision and hearing) provided under the plan.

Plan Administrator and Sponsor

The Disability, Death and Accidental Death and Dismemberment Benefits for Construction Workers described in this booklet is administered and sponsored by:

Electrical Insurance Trustees
221 North LaSalle Street, Suite 200
Chicago, Illinois 60601-1273

Employer Identification Number

The employer identification number for federal government purposes is EIN 36-1033970.

Plan Number

The plan number is 501.

Agent for Legal Process

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

Sean P. Madix
Fund Administrator
221 North LaSalle Street, Suite 200
Chicago, Illinois 60601-1273
(312) 782-5442

Service may also be made on the Board of Trustees or an individual Trustee at the addresses listed in the next column.

Trustees

The Trustees who authorize the plan benefits have authority to:

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

The Trustees are as follows:

Employer Trustees

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

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

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

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

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

Union Trustees

Michael Fitzgerald

Michael J. Caddigan

Samuel Evans

Daniel Meyer

Richard Sipple

600 West Washington Boulevard
Chicago, Illinois 60661-2490
(312) 454-1340

Discretion of Trustees and Fund Administrator

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

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

The good faith decision of the Trustees or the fund administrator is binding upon anyone dealing with the plan or claiming any benefit under the plan.

Plan Funding

Coverage for you and your dependents under the plan is paid for by contributions of the participating employers to the Trustees. The amount of the contribution is established by the collective bargaining agreement. Assets are held in trust by the Trustees and disbursed by them. Investments are made by Bank of America Illinois, the Harris Trust and Savings Bank and The Northern Trust Company.

Fort Dearborn Life Insurance Company, wholly owned by Health Care Services Corporation, pays death benefit claims.

Plan Year

Plan administration and plan records are maintained on a fiscal-year basis with the plan year ending on June 30.

Future of the Plan

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

For More Information

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

Attention: Fund Administrator
Electrical Insurance Trustees
221 North LaSalle Street, Suite 200
Chicago, Illinois 60601-1273

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

Your ERISA Rights

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

Ⓢ Receive Information about Your Plan and Benefits

- You may examine, free of charge, all documents governing the plan including insurance contracts and the latest annual report (Form 5500 Series). These documents are available at the plan administrator's office and at other specified locations. The annual report is also filed with the U.S. Department of Labor and is available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
- You may obtain copies of all documents governing the operation of the plan, including updated Summary Plan Description upon written request to the plan administrator. The plan administrator may charge a reasonable fee for copying the documents.
- You may also receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this report.

Ⓢ Prudent Actions by Plan Fiduciaries

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

Ⓢ Enforcement of Your Rights

- If your claim for a benefit is denied, in whole or in part, the plan administrator must give you a written explanation of the reason for the denial, and you can obtain copies of documents relating to the decision without charge. You also have the right to have the plan administrator review and reconsider your claim, all within certain time schedules.
- Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator.

- If your claim for benefits is denied, in whole or in part, you may file suit in a state or federal court at any time, unless the initial claims denial notice specifically and clearly specifies that administrative remedies must first be exhausted. 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 plan fiduciaries misuse a plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.
- The court will decide who should pay court costs and 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 the costs and fees, for example, if it finds your claim is frivolous.
- You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration (EBSA).

📞 Assistance with Your Questions

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

Division of Technical
Assistance and Inquiries
Employee Benefits Security
Administration (EBSA)
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, D.C. 20210



Beneficiary Designation Form

Name: _____

Social Security Number: _____ - _____ - _____

Address: _____

Employer: _____

Complete this section to name your primary beneficiary (or beneficiaries) for your basic and AD&D death benefits.

Primary Beneficiary	Relationship	Social Security Number	Date of Birth	Address	Percentage of Benefit
_____	_____	____-____-____	____/____/____	_____	_____%
_____	_____	____-____-____	____/____/____	_____	_____%
_____	_____	____-____-____	____/____/____	_____	_____%

Complete this section to name your contingent beneficiaries for basic and AD&D death benefits.

Contingent Beneficiary	Relationship	Social Security Number	Date of Birth	Address	Percentage of Benefit
_____	_____	____-____-____	____/____/____	_____	_____%
_____	_____	____-____-____	____/____/____	_____	_____%
_____	_____	____-____-____	____/____/____	_____	_____%

Signature _____ Date _____

Send completed form to the Fund Office at:

**Electrical Insurance Trustees
221 North LaSalle Street, Suite 200
Chicago, Illinois 60601-1273**



