

**AMENDMENT NO. 18**  
**TO THE EIGHTH DISTRICT ELECTRICAL BENEFIT FUND**  
**SUMMARY PLAN DESCRIPTION /PLAN RULES AND REGULATIONS**  
**For Active Employees, Early (non-Medicare-eligible) Retirees and Medicare-eligible Retirees**  
**effective January 1, 2014**

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**Effective as listed below, the Summary Plan Description/Plan Rules and Regulations is amended as follows effective July 1, 2018, except as otherwise noted:**

**INTRODUCTION LETTER**

The Introduction Letter shall be amended in the 1st paragraph by replacing the phrase "Life and Accidental Death and Dismemberment and Dependent Life Insurance" with "Death and Accidental Death and Dismemberment."

The Introduction Letter shall be further amended by deleting the 3<sup>rd</sup> paragraph and replacing it with the following:

The majority of benefits described in this booklet are self-funded and provided by the Fund, except for the insured Dental Plan that is underwritten by an Insurance Company (whose name can be found on the Quick Reference Chart toward the front of this document).

**ARTICLE I: INTRODUCTION**

Article I shall be amended in the 1st paragraph in the 1<sup>st</sup> bullet by replacing the phrase "Life and Accidental Death and Dismemberment and Dependent Life Insurance" with "Death and AD&D insurance."

Article I shall be amended by deleting the 5<sup>th</sup> paragraph and replacing it with the following:

This Plan is established under and subject to the federal law, Employee Retirement Income Security Act of 1974, as amended, commonly known as ERISA.

- The medical, personal care account, vision, weekly disability, death benefit and accidental death and dismemberment benefits of the Plan are self-funded with contributions from participating employers and Eligible Employees and Retirees held in a Trust. An independent Claims Administrator pays benefits out of Trust assets.
- The Dental Plan benefit is insured with an Insurance Company whose name is listed on the Quick Reference Chart in this document.

Article I shall be further amended by deleting the last bullet under the SUGGESTIONS FOR USING THIS DOCUMENT and replacing it with the following:

- Review the **Death and Accidental Death and Dismemberment Benefit** Article for information on how these benefits work for you and your family.

Article I shall be further amended at ENROLLMENT CARD, BENEFICIARY DESIGNATION AND CLAIM FORM by deleting the Beneficiary Designation paragraph and replacing it with the following:

**Beneficiary Designation:** You need to designate one or more beneficiaries for your death benefits. Beneficiary Designation is part of the Enrollment card (noted above) that can be obtained from and returned to the Administrative Office whose address is listed on the Quick Reference Chart in the front of this document.

## ARTICLE II: QUICK REFERENCE CHART

Article II shall be amended by deleting the Claims Administrator (Administrative Office) and replacing it with the following:

ARTICLE II: QUICK REFERENCE CHART	
Information Needed:	Please Contact:
<b>Claims Administrator (Administrative Office)</b> <ul style="list-style-type: none"><li>• Claims and appeals for: Medical, Vision, Weekly Disability, Death and Accidental Death and Dismemberment Benefits</li><li>• Claim Forms (Medical or Vision)</li><li>• Weekly Disability Claims Administration and claim forms</li><li>• Personal Care Account (PCA) Administration and Benny cards (the Prepaid Benefits cards)</li><li>• Eligibility for Coverage</li><li>• Plan Benefit Information</li><li>• HIPAA Certificate of Creditable Coverage</li><li>• Medicare Part D Notice of Creditable Coverage</li><li>• ID cards</li></ul>	<b>CompuSys of Utah, Inc.</b> <i>Mailing Address:</i> P. O. Box 30101 Salt Lake City, UT 84130-0101  2156 West 2200 South Salt Lake City, Utah 84119-1376  <b>Phone: (801) 973-1001 or toll free (800) 628-6562</b> Fax: 801-973-1007

Article II shall be further amended by deleting the Life and Accidental Death and Dismemberment Insurance Company.

Article II shall be further amended at the Prescription Drug Program for Outpatient Retail, Mail Order and Specialty Drugs row by adding the following bullet directly beneath "Retail Pharmacies for Discount Drug Purchases":

- Walgreens Pharmacy for 90-Day Retail Supply (Smart 90)

### ARTICLE III: ELIGIBILITY

Article III shall be amended at Section 2 – Eligibility for Non-Bargaining Employee Participation by deleting subsection d and replacing it with the following:

- d. **Benefits.** Non-bargaining employees will be entitled to all benefits provided by the Fund (i.e. Medical Plan, Weekly Disability, Death, Accidental Death and Dismemberment,) along with Dental benefits that are underwritten by an insurance carrier.

Article III shall be further amended at Section 5: ELIGIBILITY FOR RETIREES: Early (non-Medicare Eligible) Retirees and Medicare-Eligible Retirees) by deleting the table in paragraph h – Type of Coverage and replacing it with the following:

<b>Type of Benefits</b> <i>(* denotes an insured benefit)</i>	<b>Early Retiree</b> <b>(not Medicare-eligible)</b>	<b>Medicare-eligible Retiree</b>
<b>Option A:</b> Medical Plan including Prescription Drugs benefits <b><u>BUT NOT</u></b> the Dental Plan*, Death Benefit and AD&D.	Yes	Yes
<b>Option B:</b> Medical Plan including Prescription Drugs benefits <b><u>PLUS</u></b> Death Benefit and AD&D, <b><u>BUT NOT</u></b> the Dental Plan*.	Yes	No
<b>Personal Care Account:</b> Is only available if an individual had this benefit as an active participant. Amounts remaining in the PCA are available for use by a self-pay participant however, no additional contributions will be allowed to be deposited into the PCA.	See comments to the left.	See comments to the left.

# ARTICLE IV: SELF-PAYMENT PROVISIONS FOR CONTINUATION OF COVERAGE INCLUDING COBRA

Article IV shall be amended at Section 26: Continuation of Benefits under Non-COBRA Self-Payment Provisions at by deleting the table in paragraph d – Benefit Options for Self-Pay Participants and replacing it with the following:

<b>Benefit Options</b> <i>(* denotes an insured benefit)</i>	<b>COBRA Self-Pay Participants</b>	<b>Non-Medicare-eligible Retirees and Medicare-eligible Retirees</b>
<b>Option A:</b> Medical Plan including Prescription Drugs benefits <b><u>BUT NOT</u></b> the Dental Plan*, Death Benefit and AD&D.	X	X
<b>Option B:</b> Medical Plan including Prescription Drugs benefits <b><u>PLUS</u></b> Death Benefit and AD&D <b><u>BUT NOT</u></b> the Dental Plan*.	X	Yes, for Non-Medicare eligible Retirees No, for Medicare-eligible Retirees
<b>Option D:</b> Medical Plan including Prescription Drugs benefits and the Dental Plan*, <b><u>BUT NOT</u></b> Death Benefit and AD&D.	X	Option not available
<b>Option E:</b> Medical Plan including Prescription Drugs benefits, and the Dental Plan* <b><u>PLUS</u></b> Death Benefit and AD&D.	X	Option not available
<b>Personal Care Account (PCA)</b>	Only available if an individual had this benefit as an active participant. Amounts remaining in the PCA are available for use by a self-pay participant however no additional contributions will be allowed to be deposited into the PCA.	Only available if an individual had this benefit as an active participant. Amounts remaining in the PCA are available for use by a self-pay participant however no additional contributions will be allowed to be deposited into the PCA.
<b>Vision Plan</b>	Yes, for Active Employee and their dependents who were covered under the negotiated Vision Plan when coverage terminated. No, for Early Retirees and Medicare-eligible Retirees	Option not available

## ARTICLE V: PERSONAL CARE ACCOUNT

Effective January 1, 2018, Article V shall be amended at Section 5, Paragraph c – Termination and Rehire, by adding the following new paragraph 2) and renumbering the previous paragraph accordingly:

- 2) A PCA Participant who terminates employment with a balance in their PCA Account may voluntarily waive the remaining balance. The waiver must be in writing, signed by the PCA Participant, and filed with the Administrative Office. The waiver shall have the effect of permanently and irrevocably forfeiting any remaining account balance. The waiver shall be effective on the first of the month following the date it was received by the Administrative Office. Anyone who waives his or her PCA Account balance and who later returns to employment and reestablishes PCA eligibility shall be treated as a new PCA Participant with no accrued PCA Account balance.

Effective January 1, 2018, Article V shall be further amended at Section 5, Paragraph d – Account Forfeiture, by deleting paragraph 1) and replacing it with the following:

- 1) Inactive accounts (no money coming in or going out) will be charged \$25 each year of inactivity. After three years of continuous inactivity, all remaining funds in the inactive account will be automatically and permanently forfeited.

Effective January 1, 2018, Article V shall be further amended at Section 5, Paragraph d – Account Forfeiture, by deleting paragraph 2) and renumbering the subsequent paragraph accordingly.

Article V shall be further amended at Section 5, Paragraph e – No Guarantee of Tax Consequences, by adding the following new paragraph 3):

- 3) With respect to a PCA Participant who has separated from employment but remains covered under the PCA benefit, neither the Administrative Office nor the Board of Trustees offers any commitment, guarantee, or opinion with respect to the PCA Participant's eligibility for insurance premium tax credits. It shall be the sole responsibility of each terminated PCA Participant to determine his or her eligibility for insurance premium tax credits.

## ARTICLE VII: SCHEDULE OF MEDICAL PLAN BENEFITS

Effective July 1, 2018, Article VII shall be amended at the Drugs (Outpatient Prescription Medicines) row, under Explanations and Limitations by adding the following bullet directly beneath the "Retail Drugs" bullet:

- **Walgreens Retail (Smart 90):** To obtain a 90-day supply of maintenance medications, present your ID card at any Walgreens Pharmacy.

Article VII shall be further amended at the Drugs (Outpatient Prescription Medicines) row, under the column with copayments by adding the following information directly beneath the In-Network Retail Pharmacy:

### **Walgreens Retail Pharmacy (Smart 90) (90-day supply)\***

**Generic:** 100% after \$20 copay

**Preferred Brand:** 100% after \$50 copay

**Non-Preferred Brand:** You pay 50% of the drug cost

*\*must utilize Walgreens Retail Pharmacy for this benefit*

#### ARTICLE XIV: CLAIM FILING AND APPEAL INFORMATION

Article XIV shall be amended at Section 1 – Overview, by deleting the first paragraph and replacing it with the following:

##### Section 1: OVERVIEW

This Article describes the procedures for filing claims for certain benefits under this Plan and for appealing adverse benefit determinations in connection with those claims in compliance with 29 CFR §2560.503-1. Claims covered by these procedures include those claims filed under the Medical Plan (including prescription drugs), Vision Plan, Weekly Disability Plan, Death Benefit and Accidental Death and Dismemberment.

Article XIV shall be further amended at Section 7 – Key Definitions in paragraph c - Claim by deleting the last sentence of the 2<sup>nd</sup> paragraph and replacing it with the following:

For the insured benefits of the Plan, such as the Dental Plan, follow the claims and appeal procedures outlined in the documents produced by those insurers. For claims for Death Benefits and Accidental Death & Dismemberment Benefits, follow the claims and appeal procedures set forth in Article XVIII.

Article XIV shall be further amended at Section 7 – Key Definitions in paragraph d – Appropriate Claims Administrator by deleting the table and replacing it with the following:

Appropriate Claims Administrator	Types of Claims Processed
Administrative Office	<ul style="list-style-type: none"><li>• Medical including behavioral health and Vision plan post-service claims.</li><li>• Weekly disability claims and PCA claims</li><li>• Death benefit</li><li>• Accidental death and dismemberment</li></ul>
Utilization Management Company	<ul style="list-style-type: none"><li>• Pre-service, urgent, and concurrent claims</li></ul>
MAP and EAP Program	<ul style="list-style-type: none"><li>• Preservice claims for MAP and/or EAP visits</li></ul>
Prescription Drug Program	<ul style="list-style-type: none"><li>• Drugs needing pre-service review</li><li>• Post-service drug claims</li></ul>
Dental Plan Insurance Company	<ul style="list-style-type: none"><li>• Dental pre-service and post-service claims</li></ul>

Article XIV shall be further amended at Section 7 – Key Definitions in paragraph i – Life Insurance/Accidental Death and Dismemberment Claim by deleting the paragraph and replacing it with the following:

- i. **Death Benefit/Accidental Death and Dismemberment Claim:** A death benefit/AD&D claim is a claim for benefits under the Plan to which the Plan conditions availability of the benefit on proof of a claimant's death or proof of accidental dismemberment. See Article XVIII for details on claim filing and appeal procedures for these benefits.

Article XIV shall be further amended at Section 20 – OUTLINE OF THE TIMEFRAMES FOR THE CLAIM FILING AND CLAIM APPEAL PROCESS by deleting the first sentence and replacing it with the following:

For the insured benefits of the Plan, such as the Dental Plan, follow the claims and appeal procedures outlined in the documents produced by those insurers.

Article XIV shall be further amended at Section 21 – LIMITATION ON WHEN A LAWSUIT MAY BE STARTED by adding the following sentence at the end of the section:

Effective for claims first filed on or after July 1, 2018, no lawsuit may be started more than two (2) years after the Board of Trustees renders a final decision on appeal.

## **ARTICLE XV: COORDINATION OF BENEFITS**

Article XV shall be amended at Section 9 by adding the following paragraph (o):

o. Effective June 7, 2018, a Participant or Beneficiary must provide a completed Subrogation Agreement and any requested supporting documents within ninety (90) days of the request being mailed to the Participant or Beneficiary. If a completed Subrogation Agreement and/or requested supporting documentation are not returned to the Trust within those ninety (90) days, any accident-related claims will be denied and not paid by the Trust.

## **ARTICLE XVI: GENERAL PROVISIONS AND ERISA INFORMATION**

Article XVI shall be amended at Section 4 by deleting line 5 and replacing it with the following:

5. Death Benefit and AD&D Insurance (501)

Article XVI shall be further amended at Section 4 by deleting line 6 and renumbering the subsequent lines:

Article XVI shall be further amended by deleting Section 5: TYPE OF ADMINISTRATION and replacing it with the following:

### **Section 5: TYPE OF ADMINISTRATION**

The Eighth District Electrical Benefit Fund is a group health plan and self-funds the eligible medical (including transplants), personal care account (PCA), vision, weekly disability expense benefit, death benefit and accidental death and dismemberment benefits under the Plan. Claims for these benefits are administered by an independent claims administrator (referred to as the Administrative Office) as listed on the Quick Reference Chart in the front of this document.

An independent insurance company, whose name and contact information is listed on the Quick Reference Chart in the front of this document, administer the fully insured dental benefits of this Plan and provide payment of claims associated with these benefits.

Article XVI shall be further amended by deleting Section 6: CLAIMS ADMINISTRATORS and replacing it with the following:

### **Section 6: CLAIMS ADMINISTRATORS**

With respect to all matters regarding eligibility and adjudication of medical, PCA, vision, weekly disability claims, death benefit and accidental death and dismemberment benefits, please contact the Administrative Office at their address listed on the Quick Reference Chart in the front of this document.

With respect to the insured dental benefits of the Plan, please contact the insurance company whose name and contact information is listed on the Quick Reference Chart in the front of this document.

Article XVI shall be further amended by at Section 11: PLAN YEAR by deleting the second sentence.

Article XVI shall be further amended by deleting Section 25: DISCLAIMER and replacing it with the following:

**SECTION 25: DISCLAIMER**

None of the medical, personal care account, vision, death benefit, accidental death and dismemberment or weekly disability benefits provided in this Restated Plan Document are insured by any contract of insurance and there is no liability on the Board of Trustees or any other individual or entity to provide payment over and beyond the amounts in the Fund collected and available for such purpose.

**ARTICLE XVII: DEFINITIONS**

Article XVII shall be amended at Domestic Partner by deleting the phrase "Life and AD&D Insurance benefit" and replacing it with "Death and AD&D Insurance benefit."

**ARTICLE XVIII: LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT**

Article XVIII shall be amended by deleting the current Article and replacing it with the following:



## ARTICLE XVIII: DEATH AND ACCIDENTAL DEATH AND DISMEMBERMENT

### Section 1: DEATH BENEFIT

Benefits will be payable upon the death of a Participant as soon as administratively feasible after the original death certificate is received by the Administrative Office. Benefits are only available to the disabled, COBRA or retired employees who opt to self-pay the required premium.

DEATH BENEFIT AMOUNT	
<ul style="list-style-type: none"><li>For the death of an active employee, the benefit is payable to the designated beneficiary.</li><li>For the death of an employee who makes self-payments (retired, disabled or COBRA), and opts to self-pay the required premium to be eligible for the Death Benefit, the benefit is payable to the designated beneficiary.</li><li>For the death of a covered dependent, the benefit is payable to the active employee or the retired, disabled or COBRA employee (who opts to self-pay the required premium).</li></ul>	
Death of	Death Benefit Amount Payable
Active employee or retired, disabled or COBRA employee (who opts to self-pay the required premium)	\$20,000
Dependent Spouse	\$2,000
Dependent Children - birth to six (6) months of age	\$1,000
Dependent Children - six (6) months to the end of the month in which the Dependent Child attains age 26.	\$2,000

#### Eligibility for Death Benefits will end the earlier of:

1. If a retired, disabled or COBRA employee (who opts to self-pay the required premium), the last day of the calendar month in which you reach age 65;
2. The last day of the calendar month in which your employment terminates, unless you are a retiree, are disabled or a COBRA beneficiary and you elect to continue coverage and self-pay premiums; or
3. The date an active employee or a former employee who elects to self-pay premiums is no longer eligible for benefits from the Plan.

## Section 2: ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Benefits will be payable to all eligible active, disabled, COBRA and retired employees upon bodily injury caused solely by an accident if the loss occurs within one year of the accident. Benefits are only available to the COBRA, disabled or retired employees who opt to self-pay the required premium.

The amount of your full AD&D benefit is \$20,000, however, certain losses result in a benefit that is a lesser percentage of the full amount as detailed in the table below. The AD&D benefit is separate from and in addition to any death benefit that may also be payable.

AD&D TABLE OF LOSSES	
<ul style="list-style-type: none"><li>No more than 100% of your AD&amp;D Benefit will be paid for all losses resulting from one accident.</li><li>No AD&amp;D Benefit will be paid for loss of thumb and index finger of the same hand if an AD&amp;D Benefit is payable for the loss of the entire hand.</li><li>Maximum Benefit = \$20,000</li></ul>	
Loss	Percentage of the AD&D Benefit Payable
a. Life	100%
b. One hand or one foot	50%
c. Sight in one eye, speech, or hearing in both ears	50%
d. Two of more of the losses listed in b & c above	100%
e. Thumb and index finger of the same hand	25%
f. Quadriplegia	100%
g. Hemiplegia	50%
h. Paraplegia	50%

### Accidental Death and Dismemberment Exclusions

No AD&D Insurance benefit is payable if the accident or loss is caused or contributed to by any of the following:

- War or act of War. War means declared or undeclared war, whether civil or international and any substantial armed conflict between organized forces of a military nature.
- Suicide or other intentionally self-inflicted Injury, while sane or insane.
- Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
- Sickness or Pregnancy existing at the time of the accident.
- Heart attack or stroke.
- Medical or surgical treatment for any of the above.

### Accidental Death and Dismemberment Eligibility

Accidental Death and Dismemberment Benefits are payable to an eligible active, disabled, COBRA and retired employees who incurs a loss listed in the AD&D Table of Losses, except that benefits for Accidental Death shall be payable to the designated beneficiary. Benefits are only available to the disabled, COBRA or retired employees who opt to self-pay the required premium. To be considered a "loss," **all** of the following requirements must be met:

- The loss must be caused solely and directly by an accident.
- The loss must occur independently of all other causes.
- The loss must occur within 365 days of the accident.
- With respect to loss of life, the loss must be evidenced by a certified copy of the death certificate.
- With respect to all other losses, the loss must be certified by a Physician in the appropriate specialty as determined by the Administrative Office.

6. With respect to loss of life, death will be presumed if you disappear and the disappearance:
  - a. is caused solely and directly by an accident that reasonably could have caused loss of life.
  - b. occurs independently of all other causes, and
  - c. continued for a period of 365 days after the date of the accident, despite reasonable search efforts.
7. With respect to a hand or foot, loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.
8. With respect to sight, loss means entire, uncorrectable and irrecoverable loss of sight. With respect to speech, loss means entire, uncorrectable and irrecoverable loss of audible speech. With respect to hearing, loss means entire, uncorrectable and irrecoverable loss of hearing in both ears. With respect to thumb and index finger of the same hand, loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.
9. With respect to quadriplegia, hemiplegia and paraplegia, the loss must be permanent, complete and irreversible. Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs.

### **Termination of Accidental Death and Dismemberment Benefits**

Eligibility for Accidental Death and Dismemberment Benefits will end the date an eligible active, disabled, COBRA and retired employees is no longer eligible for benefits from the Plan. Benefits are available to disabled, COBRA or retired employees who opt to self-pay the required premium.

### **Section 3: BENEFICIARY(IES)**

Beneficiary means a person you name to receive death benefits. You must name the same beneficiary(ies) to receive both the Death Benefit and the Accidental Death Benefit. You may name a primary beneficiary and a contingent beneficiary. If no primary beneficiaries survive, the Plan will pay the Death Benefit and Accidental Death Benefit to your contingent beneficiary(ies).

You may also name one or more beneficiary in each class. If you name two or more beneficiaries in a class:

1. Two or more surviving beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class and two or more beneficiaries in that class survive, the Plan will pay each surviving beneficiary his designated share. If one or more beneficiaries are deceased at the time the Death Benefit and Accidental Death Benefit are payable, the Plan will split the benefit that is payable to the deceased beneficiary among the living beneficiaries in the same proportion that you designated.
3. If only one beneficiary in a class survives, the Plan will pay the total Death Benefit and Accidental Death Benefit to that beneficiary.

**You can change a beneficiary at any time, in writing, on the beneficiary designation form provided by the Administrative Office.** You do not need the consent of the beneficiary as long as you have signed and dated the beneficiary designation form and it is received in the Administrative Office or by your Employer prior to your death. Any change in beneficiary that meets these requirements will be effective on the date it is received by the Administrative Office or by your Employer.

**If you do not name a beneficiary prior to your death or if all your named beneficiaries pre-decease you,** your Death Benefit will be paid in equal shares to the first surviving group of the following:

1. your spouse;
2. your children;
3. your parents;
4. your brothers and sisters;
5. your estate.

#### **Section 4: BENEFIT PAYMENT**

In the event of the accidental death of the Participant, payment will be made to the designated beneficiary. In the event of an accidental dismemberment, payment will be made directly to the Participant. Benefits will be payable as soon as administratively feasible upon proof of accidental death or dismemberment, subject to the claims procedures described in Section 5 below.

#### **Section 5: CLAIMS PROCEDURES**

**Filing A Claim:** Claims should be filed on the appropriate forms available from the Administrative Office.

**Proof of Loss** must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible. If proof of loss is filed outside these time limits, the claim may be denied. These limits will not apply while the eligible person or Beneficiary lacks legal capacity.

Proof of loss means written proof that a loss occurred. For a Death or Accidental Death claim, the proof of loss is the original death certificate. For an Accidental Dismemberment claim, the proof of loss includes a Physician's statement of the dismemberment along with any other documentation that may be requested.

Proof of loss includes any other information the Administrative Office may reasonably require in support of a claim. Proof of loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until the Administrative Office receives proof of loss.

**Investigation of Claim:** The Trustees may have you examined at their own expense at reasonable intervals. Any such examination will be conducted by specialists of their choice. The Trustees may have an autopsy performed at their expense, except where prohibited by law.

**Time of Payment:** The Administrative Office will pay benefits within 90 days after proof of loss is satisfied.

**Notice of Decision On Claim:** The Administrative Office will evaluate a claim for benefits promptly after they receive it. With respect to all Death and AD&D claims, within 90 days after the Administrative Office receives the claim, they will send the claimant: (a) a written decision on the claim; or (b) a notice that the Administrative Office is extending the period to decide the claim for an additional 90 days.

If the Administrative Office extends the period to decide the claim, they will notify the claimant of the following: (a) the reasons for the extension; (b) when they expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information they need to resolve those issues.

If the Administrative Office requests additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within the 45 days, the Administrative Office may decide the claim based on the information they have already received.

If the Administrative Office denies any part of the claim, they will send the claimant a written notice of denial containing:

1. The specific reason or reasons for their decision.
2. Reference to the specific parts of the Plan on which their decision is based.
3. A description of any additional information needed to support the claim and an explanation of why such information is necessary.
4. A description of the Plan's appeal procedures and the time limits applicable to such procedures.

5. Information concerning the right to bring a civil action for benefits under Section 502(a) of ERISA if the claim is denied on review.

**Review Procedure:** If all or part of a claim is denied, the claimant may appeal the decision to the Board of Trustees by submitting a request for review to the Administrative Office. The claimant must request a review in writing within 60 days after receiving notice of the denial of the claim.

The claimant may send written comments, documents, records, or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. The review will consider any written comments, documents, records, or other items the claimant submits to support the claim, regardless of whether such information was submitted or considered in the initial benefit determination.

The Board of Trustees will render a determination on your appeal no later than the date of the regularly scheduled quarterly meeting immediately following the Administrative Office's receipt of your request for review. If your request for review was received within 30 days of the date of the next regularly scheduled quarterly meeting, the Trustees' review and determination will be made no later than the second regularly scheduled quarterly meeting following the Administrative Office's receipt of your request for review. If special circumstances make an extension of time necessary, the Trustees will decide the appeal no later than the regularly scheduled quarterly meeting immediately following the one at which the appeal was originally scheduled to be decided. If an extension of time is necessary, the Administrative Office will send you a written notice before the extension commences. The written notice will explain the special circumstances requiring the extension of time and the date that the Trustees will render a determination on your appeal.

The Administrative Office will provide you a written notice of the decision on appeal as soon as possible but no later than five days after the decision is made. If any part of your appeal is denied, you will receive a written notice of denial containing:

1. The specific reason or reasons for the decision.
2. Reference to the specific parts of the Plan on which their decision is based.
3. Information concerning the claimant's right to receive, upon request and free of charge, reasonable access to, and copies of, non-privileged documents and records relevant to the claim.
4. Information concerning the right to bring a civil action for benefits under Section 502(a) of ERISA.

Your right to bring a civil action for benefits under Section 502(a) of ERISA shall be subject to the requirements and time limitations set forth in Article XIV, Section 21.

## **ARTICLE XIX: DEPENDENT LIFE INSURANCE**

Article XIX shall be amended by deleting the current Article in its entirety.

### CONFIRMATION

The undersigned Chairman and Secretary of the Board of Trustees of the Eighth District Electrical Benefit Fund do hereby certify that the foregoing Amendment #18 to the 2014 Plan was duly adopted and executed at a meeting of the Board of Trustees called and held on September 19, 2018.

By:   
Chairperson *Treasurer*

By:   
Secretary