

ELIGIBILITY OF DEPENDENTS

1. Eligibility of Spouses and Children

Generally, your dependents are eligible anytime you are eligible for benefits. The only exceptions are (1) when your dependent no longer meets the Plan's definition of dependent, (2) when your dependent enters the armed forces of any country, (3) when your dependent becomes eligible for coverage as a participant in his/her own right, (4) when continuing coverage under COBRA is not elected by or for your dependents, or (5) when dependent coverage is eliminated from the Plan by the Board of Trustees. Eligibility is not automatic – you need to complete and return the Vital Information Enrollment Form with all required documentation to the Fund Office.

Dependents are **never** eligible for Life Insurance Benefits, Accidental Death and Dismemberment Benefits or Weekly Disability Benefits.

A. Eligibility of Spouses, and Children Under Age 26

The dependents that can be included in your coverage are your lawful spouse, and any of your children until they reach the end of the calendar month in which they reach age 26. For purposes of eligibility under this Plan, a "Child" is your biological son or daughter, your legally adopted child (including a child placed for adoption), your step-child and your foster child prior to the last day of the calendar month in which such child reaches age 26. It does not matter if the child is married, in school or not, or has other coverage available – your child is still eligible for coverage under the end of the month in which the child reaches age 26 as long as you are eligible.

Birth certificates and marriage certificates are required to establish proof of eligibility as a dependent. If you were never married to the mother of the dependent child you claim, you must provide proof of paternity, such as a duly registered birth certificate naming you as the father, an order of filiation, an adoption order, or other order of the court such as a qualified medical child support order. In the event that proper proof is not filed and a claim is received, the Fund Office is required to request and obtain such proof before the claim can be processed.

Note Regarding Qualified Medical Child Support Orders: Under Federal law, the Fund must recognize qualified medical child support orders (QMCSO) mandating continuation of health care coverage for certain dependent children. A QMCSO is a court order that recognizes the right of an alternate recipient (child) to receive benefits under the Fund. A

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QMCSO may not require the Fund to provide a type or form of benefit not otherwise provided to children of participants. A QMCSO is usually issued in a divorce where the participant is ordered by the court to continue to provide medical support for the children where the children are not residing full-time with the participant. The Fund Office or legal counsel for the Fund will determine whether a document is a QMCSO. If the document is determined to be a QMCSO, the Fund will notify the eligible employee or retiree and the possible alternate recipient (or custodial parent or issuing agency, as appropriate). If the document is determined not to be a QMCSO, the Fund will send a letter describing the reason for that determination.

It is your obligation to notify the Fund **immediately** upon your divorce or legal separation. **If you delay in providing notice of your divorce or legal separation to the Fund, and the Fund pays any benefits or claims on behalf of your ineligible former or separated spouse, you are legally responsible to repay the Fund for any amounts paid by the Fund. This is a responsibility you accept when you enroll your spouse for coverage.** The Fund reserves the right to recover the amount of any benefits paid on behalf of your former or separated spouse from you, from your former or separated spouse, and from both of you, through offsetting the amount paid on behalf of your former or separated spouse from any future benefits payable to you, through litigation, through termination of your participation in the Fund and through any other lawful means. The Fund's attorneys pursue recoveries of such amounts aggressively.

B. Eligibility for Disabled Children

Your *unmarried* dependent child may continue coverage under the Plan after the end of the calendar month in which s/he reaches age 26 if s/he becomes totally and permanently disabled from either a physical or mental condition prior to the end of the calendar month in which s/he reaches age 26, and his/her eligibility shall continue as long as such permanent disability exists, and you remain eligible.

2. Enrollment of Dependent Spouses and Children

You may enroll your dependents at the time of your initial eligibility under the Plan.

If you acquire a new dependent as a result of marriage, birth, adoption or placement for adoption, after your initial eligibility, you may enroll that new dependent for coverage under the Plan **within 30 days** of the date that person becomes your dependent by giving written notice to the Fund Office and including copies of the birth certificate or other proof of parentage for children such as an order of filiation or adoption order, marriage certificates and divorce judgments establishing responsibility for health care for stepchild(ren). If notice with all required documentation is provided **later than 30 days**, eligibility for new dependents begins no sooner than the notice is received.

If you do not enroll one or more of your eligible dependent(s) for coverage at the time of your initial eligibility, or the acquisition of the dependent if later, due to such dependent(s)'s coverage under another health plan, you may enroll such eligible dependent(s) upon the subsequent loss of

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that other coverage provided that the enrollment is made **within 30 days** of the loss of the other coverage.

3. Termination of Dependent Eligibility

A. Termination of Coverage for Spouses

Your spouse's coverage ends upon the earliest of the following dates:

- (1) the date on which your eligibility ends,
- (2) the last day of the calendar month in which a Judgment of Divorce or Judgment or Order of Legal Separation from you is entered,
- (2) the day on which your spouse enters into the armed forces of any country, or
- (3) the day on which the Board of Trustees eliminates spousal coverage under the Plan.

It is your obligation to notify the Fund **immediately** upon your divorce or legal separation. **If you delay in providing notice of your divorce or legal separation to the Fund, and the Fund pays any benefits or claims on behalf of your ineligible former or separated spouse, you are legally responsible to repay the Fund for any amounts paid by the Fund. This is a responsibility you accept when you enroll your spouse for coverage.** The Fund reserves the right to recover the amount of any benefits paid on behalf of your former or separated spouse from you, from your former or separated spouse, and from both of you, through offsetting the amount paid on behalf of your former or separated spouse from any future benefits payable to you, through litigation, through termination of your participation in the Fund and through any other lawful means. The Fund's attorneys pursue recoveries of such amounts aggressively.

Any coverage for a former or separate spouse after the end of the month of the date of entry by the court of a judgment of divorce or legal separation is available only under the terms of COBRA continuation coverage. If the Fund Office is not notified of a divorce or legal separation within 60 days of the date of the Judgment is entered by the Court, the Fund has no obligation to, and will not, offer COBRA coverage. See page ___ for details on COBRA continuation coverage.

B. Termination of Coverage for Children

Children who qualify as your dependents will be eligible for benefits **until** the earliest of the following dates:

- (1) the date your eligibility ends;

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- (2) the end of the calendar month in which the child reaches the age of 26, unless the child satisfies the eligibility requirements for unmarried disabled children age 26 and older;
- (2) the date the child becomes eligible for benefits from the Fund as a result of hours worked and employer contributions received by the Fund on behalf of the child based on covered employment; or
- (3) the date the child enters the armed forces of any country; or
- (4) the date dependent child coverage is eliminated from the Plan by the Board of Trustees.

SURVIVOR COVERAGE

Survivor coverage is an alternative to COBRA for surviving spouses to continue coverage, with or without your dependent children, under the Plan. Survivor coverage is usually less expensive, and is not subject to the time limits of COBRA continuation coverage.

If you die when you are covered by the Fund, your surviving spouse and dependents who were covered with you at the time of your death may continue their coverage under the Fund by making self-payments. Survivor coverage starts on the first day of the month following your death, or when your Hourly Reserve Bank, if any, falls below 140 hours - that is, your surviving spouse is allowed to use the remaining coverage you had under your Hourly Reserve Bank at the time of your death.

Survivor coverage requires that your spouse make a self-payment to the Fund each month, to be received on or before the 25th of the month prior to the coverage month in the Fund's administrative office. Once survivor coverage has commenced, the surviving spouse must maintain continuous coverage under the Plan because survivor coverage may not be re-elected following a lapse in such coverage for any reason.

The surviving spouse may choose either to cover herself only or to cover her and the eligible dependent children as well. The choice once made cannot be changed. Dependent children have no separate right to elect survivor coverage (that is, they can only be covered *with* your surviving spouse), but they may elect COBRA continuation coverage as set forth below if the surviving spouse does not elect to cover them under survivor coverage.

If the surviving spouse continues to make the required self-payments when due, coverage for the surviving spouse and any dependent children of the deceased active participant (including children of a male deceased active participant born to his surviving spouse within nine months after his death) will continue until the *earliest* of the following occurs, as applicable:

- (1) (for the surviving spouse and children) the surviving spouse remarries.

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- (2) (for the surviving spouse and children) the surviving spouse becomes eligible under another group health care plan.
- (3) (for each child) the child becomes eligible under another group health care plan.
- (4) (for each child) the child no longer meets the Plan's definition of a "child."
- (5) (for the surviving spouse and children) the Plan no longer provides survivor coverage or dependent coverage.
- (6) (for the surviving spouse and children) a required self-payment is not received when due.

The self-payment rates will be determined by the Board of Trustees from time to time and will vary depending on whether the surviving spouse is covered by Medicare and whether there are any dependent children. A surviving spouse who is eligible for Medicare will be expected to participate in both Medicare Parts A and B, but not Medicare Part D coverage. The Fund will not pay any expenses that would normally be paid by Medicare Part B incurred on behalf of anybody who is eligible to purchase Part B coverage. **The Board of Trustees has the authority to change the self-payments rates for both current and future survivors – the rate a surviving spouse initially pays can be changed at any time by the Board.**

If the surviving spouse does not elect not to maintain coverage under these provisions, then if she makes a timely election, she and your dependent child or children may continue coverage pursuant to and subject to all provision regarding COBRA for 36 months under the terms of COBRA at the monthly COBRA rates then applicable.

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