



**SHEET METAL WORKERS' LOCAL UNION NO. 80
INSURANCE TRUST FUND**

**SUMMARY PLAN DESCRIPTION
OF THE PLAN FOR
MEDICARE-ELIGIBLE RETIREES**

AS OF JANUARY 1, 2023

**SHEET METAL WORKERS' LOCAL UNION NO. 80
INSURANCE TRUST FUND**

**SUMMARY PLAN DESCRIPTION
OF THE PLAN FOR
MEDICARE-ELIGIBLE RETIREES**

IMPORTANT NOTICE

This summary plan description describes the Plan for Medicare-Eligible Retirees as it is in effect on January 1, 2023.

The Plan of the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund also covers Employees classified as Construction Employees, Production Journeymen, Residential/Light Commercial Journeymen, Architectural Metal Journeymen (PPO Coverage), Owner-Member Employees, Non-Bargaining Unit Employees (PPO Coverage), Non-Medicare-Eligible Retirees (PPO Coverage), Production Employees, Residential and/or Light Commercial Employees, Service Employees, Duct Cleaning Employees, Apprentice and Probationary Employees, Special Resolution 78 Journeymen, Architectural Metal Journeymen (HMO coverage), Non-Bargaining Unit Employees (HMO coverage) and Non-Medicare-Eligible Retirees (HMO coverage). If you have questions about the Plan as it applies to those individuals, contact the Fund Office for a separate summary plan description.

One word of caution: NO ONE HAS THE AUTHORITY TO SPEAK FOR THE BOARD OF TRUSTEES IN EXPLAINING THE ELIGIBILITY RULES OR BENEFITS OF THE FUND, EXCEPT THE FULL BOARD OF TRUSTEES OR THE FUND'S ADMINISTRATIVE MANAGER TO WHOM SUCH AUTHORITY HAS BEEN DELEGATED.

**IN CASE OF CONFLICT, THE PLAN (WHICH INCORPORATES THE FUND'S
BCBSM MEDICARE ADVANTAGE PPO PLAN CONTRACTS),
NOT THIS SUMMARY, WILL GOVERN.**

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

SHEET METAL WORKERS' LOCAL UNION NO. 80 INSURANCE TRUST FUND

BOARD OF TRUSTEES

Employer Trustees

David Karl (Secretary)
Mechanical Sheet Metal
723 Walnut
Wyandotte, MI 48192

Rick Mead
R.W. Mead & Sons, Inc.
33795 Riviera Drive
Fraser, MI 48026-1678

Dawn Norris-Senopole
Forced Air Systems
42258 Yearego Drive
Sterling Heights, MI 48314

Ian Switalski
Limbach Company
926 Featherstone Street
Pontiac, MI 48342

Union Trustees

Tim Mulligan (Chairman)
Sheet Metal Workers' Local Union No. 80
17100 W. 12 Mile Road
Southfield, MI 48076

David Hartsuck
Sheet Metal Workers' Local Union No. 80
17100 W. 12 Mile Road
Southfield, MI 48076

Dave Angelo
Sheet Metal Workers' Local Union No. 80
17100 W. 12 Mile Road
Southfield, MI 48076

Eric McPherson
Sheet Metal Workers' Local Union No. 80
17100 W. 12 Mile Road
Southfield, MI 48076

The Board of Trustees is the legal Plan Administrator.

FUND OFFICE/ADMINISTRATIVE MANAGER (For eligibility and all non-BCBSM matters)

BeneSys, Inc.

Street Address:
700 Tower Drive, Suite 300
Troy, MI 48098-2808

Phone (local): (248) 641-4980
Phone (toll-free): (800) 400-7710
Fax: (248) 813-9898

Mailing Address:
P.O. Box 1408
Troy, MI 48099-1408

OFFICE HOURS
Monday through Friday
7:30 a.m. to 4:30 p.m.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

Visit **BCBSM** at www.bcbsm.com/medicare or call **Medicare Advantage PPO** Member Services at 1-866-684-8216. They are available Monday through Friday, from 8:30 a.m. to 5 p.m. Eastern Time. From October 1 through March 31, hours are from 8 a.m. to 9 p.m., Eastern Time, seven days a week. (TTY/TDD users should call 711.)

For more information about Medicare, please call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048. You can call 24 hours a day, seven days a week. Or, visit www.medicare.gov on the web.

**AGENT DESIGNATED FOR SERVICE OF
LEGAL PROCESS**

Joseph Pawlick, Esq.
Watkins, Pawlick, Calati & Prifti, PC
1423 East Twelve Mile Road
Madison Heights, MI 48017

Legal process may also be served on any Trustee or the Administrative Manager.

FUND WEBSITE

www.sheet80fringe.org

Please contact the Fund Office for your user name and password.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

Table of Contents

INTRODUCTION.....	1
GENERAL INFORMATION	2
IMPORTANT NOTICE – TIME LIMIT FOR FILING LAWSUITS	3
TRUSTEE AUTHORITY.....	3
DOING YOUR PART	4
ADMINISTRATIVE RESPONSIBILITIES AND BENEFIT PAYMENTS.....	5
ELIGIBILITY AND COVERAGE.....	6
RETIREE COVERAGE.....	6
ELIGIBILITY OF DEPENDENTS	11
COBRA CONTINUATION COVERAGE.....	15
BENEFITS.....	20
MEDICAL, HOSPITAL, SURGICAL AND PRESCRIPTION DRUG BENEFITS	20
DENTAL BENEFITS	20
VISION EXPENSE BENEFITS.....	20
VISION CORRECTION BENEFITS - LASIK.....	21
DEATH BENEFITS	21
MEMBER'S ASSISTANCE PROGRAM (M.A.P.)	21
OTHER ADMINISTRATIVE MATTERS	22
SPECIAL PROVISIONS FOR PARTICIPANTS REGARDING MEDICARE	22
COORDINATION WITH MEDICAID.....	24
COORDINATION OF BENEFITS/NON-DUPLICATION OF BENEFITS	24
SUBROGATION AND REIMBURSEMENT	26
CLAIMS APPLICATIONS, LIMITS AND APPEALS.....	28
CIRCUMSTANCES THAT CAN RESULT IN DENIAL OF OR LOSS OF BENEFITS	31
EXCLUSIONS AND GENERAL LIMITATIONS	32

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

ADDITIONAL ADMINISTRATIVE MATTERS.....	35
LEGAL NOTICES.....	37
NOTICE OF SPECIAL ENROLLMENT RIGHTS	37
NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT NOTICE	38
WOMEN'S HEALTH AND CANCER RIGHTS ACT NOTICE	38
ERISA RIGHTS.....	39
NOTICE OF PRIVACY PRACTICES.....	40
SOCIAL SECURITY NUMBER PRIVACY POLICY.....	47
YOUR RIGHTS AND PROTECTIONS AGAINST SURPRISE MEDICAL BILLS.....	48

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

INTRODUCTION

To Medicare-Eligible Retirees and Dependents:

We are pleased to provide you with this summary description of the Plan for Medicare-Eligible Retirees as it is in effect on June 1, 2022. If you are not a Medicare-Eligible Retiree, you should ask the Fund Office for the Summary Plan Description for your eligibility class. If you have questions about the Plan or your rights under the Plan, contact the Fund Office.

The Plan of the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund also covers Active Employees and Early Retirees (non-Medicare eligible Participants). Those individuals should refer to the Summary Plan Descriptions tailored for them as it is in effect on June 1, 2022 (PPO Coverage) and January 1, 2023 (HMO Coverage).

As you read through the summary, keep in mind that it is an effort to summarize, simply, the principal provisions of the formal Plan. It is not intended to cover every detail of the Plan or every situation that might occur. We have tried to make the summary accurate and complete, but it is not a substitute for the Plan itself. If there is any conflict or difference between the summary and the Plan (which incorporates the Fund's contract with Blue Cross/Blue Shield of Michigan Medicare Advantage PPO Plan), the Plan will control.

Since the last booklet was published, many changes have been made in the Plan. These changes have previously been communicated to you in the form of notices and announcements. This new summary incorporates all of those changes which have been made and which are still in effect as of January 1, 2023. Accordingly, this summary cancels, replaces, and supersedes all prior summaries, booklets and changes that have previously been communicated to you.

You should read this material carefully and keep it for reference. It will help you to understand how the Plan works, what rights and benefits it provides for you and your family, and how to obtain those benefits. This Summary reflects the provisions as they were in effect on January 1, 2023. Information on any changes made after that date are provided to you in the annual cumulative Summary of Material Modifications, and interim notices issued by the Fund Office. Keeping these materials together is the best way to have complete information on Plan provisions; however, if you have any question about any Plan provision, you should always contact the Fund Office before receiving any non-emergency services.

As Trustees, we pledge to maintain the best and most equitable program we can within the Fund's available and expected resources. We hope the benefits available through the Fund will serve the needs of you and your family.

Board of Trustees

David Karl	Tim Mulligan
Rick Mead	David Hartsuck
Dawn Norris-Senopole	Dave Angelo
Ian Switalski	Eric McPherson

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

GENERAL INFORMATION

The Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund was created through collective bargaining. It is sponsored and administered by a Board of eight Trustees. Four of the Trustees are Union Trustees, where one is the Business Manager of the Sheet Metal Workers' Local Union No. 80 (the Union) and the other three are elected directly by the Union membership. The other four Trustees are appointed by SMACNA, Metropolitan Detroit Chapter, Inc. (the Association). The Board of Trustees is the legal Plan Administrator and it has hired the firm of BeneSys, Inc. as Administrative Manager to operate the program on a day-to-day basis.

Since January 1, 2013, the Plan for Medicare-Eligible Retirees has paid some benefits on a self-funded basis and some on an insured basis. The Fund has a policy with Blue Cross/Blue Shield of Michigan (BCBSM) to provide medical, hospital, surgical and prescription drug benefits on an insured basis under the Medicare Advantage PPO program, and BCBSM pays and processes those claims. The Fund participates in one dental preferred provider organization (Delta Dental PPO), and those claims are processed and paid directly from the Trust on a self-funded basis. The Fund also pays vision benefits on a self-funded basis.

The Fund has been assigned an Employer Identification Number by the Internal Revenue Service. It is 23-7165969. The Plan Number is 501.

The Fund operates on a June 1 through May 31 fiscal year. This fiscal year is used for Fund accounting and for filing annual reports required by the Internal Revenue Service and the United States Department of Labor. The benefit year or claim determination period for benefits is January 1 through December 31.

The Plan established by the Board of Trustees is subject to the Employee Retirement Income Security Act of 1974, as amended, usually referred to as ERISA.

The Plan is funded through the Trust Fund, which receives contributions made by employers at rates specified in collective bargaining agreements between the Association and the Union, and in special participation agreements with the Fund. Contributions are held in trust by the Board of Trustees pending the payment of benefits and administrative expenses. Employees, retirees, spouses and other dependents may make payments to the Fund under certain circumstances in order to continue eligibility. Any participant, surviving spouse, or beneficiary may receive, upon written request to the Fund Office, information about whether a particular employer is contributing to the Fund and, if so, the employer's address. You have a right to receive a copy of the applicable collective bargaining agreement or to read it at the Fund Office.

You (the retiree) are entitled to participate in the Fund if you had worked under a collective bargaining agreement that required your employer to make, and your employer made, contributions to the Fund on your behalf, and you meet the eligibility requirements set forth in the Plan. Other persons who may participate in the Fund are employees who are working under a collective bargaining agreement that requires their employers to make, and their employers make, contributions to the Fund on their behalf, and officers and employees of the Union, the Association, the Apprenticeship School and other such organizations as may participate under the provisions of a participation agreement.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

The Board of Trustees may change the eligibility rules and/or benefit provisions of the Plan at any time. The benefits provided by the Fund are limited to the assets of the Fund that are available to pay for such benefits. **No** participant, dependent or retiree has **any** vested rights to any benefit provided by the Fund, now or at any time in the future.

If you have any questions about the Fund's Plan, you should contact the Fund Office or the Board of Trustees.

Your rights under federal law as a participant in this program are set out in the ERISA RIGHTS section of this booklet, which you are urged to read and which begins on page 39.

IMPORTANT NOTICE – TIME LIMIT FOR FILING LAWSUITS

Under the Plan, no action at law or equity may be brought for benefits until all appeal rights have been fully exhausted. Under the terms of the Plan, any lawsuit brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of these under or relating to the Plan is barred unless the complaint is filed within three years after the right of action accrues, unless a shorter time period is established by applicable statute, regulation or case law. You should seek legal advice regarding this.

Your rights with respect to the BCBSM Medicare Advantage PPO Plan are governed by the rules, regulations and laws governing it.

TRUSTEE AUTHORITY

The Board of Trustees has full authority to increase, reduce or eliminate benefits and to change the eligibility rules and other provisions of the Plan at any time. However, the Board of Trustees intends that the Plan terms, including those relating to coverage and benefits, are legally enforceable while they are in effect. The right to change or eliminate any and all aspects of benefits provided for retirees and their dependents is a right specifically reserved to the Board of Trustees.

Notices of any changes or deletions of the information in this booklet will be provided to each participant within the time required by any applicable regulations, but some changes may take effect before you are notified of a change. Before incurring any non-emergency expense, you should contact the Fund Office to confirm your current entitlement to coverage.

This booklet is intended to give you an accurate summary of the benefits and provisions of the Fund's Plan. It does not describe Plan changes that occurred after the booklet was printed. The Plan and the Agreement and Declaration of Trust, which you can read at the Fund Office or other specified locations, contain a detailed description of the rules, regulations, benefits and provisions of the Fund. If any discrepancy exists between this booklet and the Plan documents (including the insurance contracts and other benefit contracts entered into by the Fund), the provisions of the Plan documents (including the insurance contracts and other benefit contracts entered into by the Fund) will govern.

Only the full Board of Trustees is authorized to interpret the Plan and the benefits described in this booklet. The Board of Trustees' interpretation is final and binding on all persons dealing with the Fund or claiming a benefit from the Fund. If a decision of the Board of Trustees is challenged

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

in court, that decision will be upheld, under current law, unless it is determined by the court to have been arbitrary and capricious. No agent, representative, officer or other person from the Union, the Association, or an employer has the authority to speak for the Board of Trustees or to act contrary to the written terms of the governing Plan documents.

If you have questions about your eligibility or a claim, contact the Fund Office. Matters that are not clear, or that need interpretation, will be referred to the Board of Trustees.

DOING YOUR PART

As a Retiree, you have certain responsibilities in order to protect your eligibility and receive your benefits from the Fund.

Read this booklet. You and your spouse should take the time to read this Summary Plan Description booklet and familiarize yourselves with the eligibility and benefit rules.

Keep the Fund Office informed about you. One of your most important responsibilities is to make certain that the Fund Office always has current and accurate information about you and your dependents. This information is necessary in order for you to get notices, cards, verification of benefits, and updates; for beneficiary designations; and for numerous other reasons important to your coverage.

- You must complete a beneficiary card and other materials immediately and return them to the Fund Office if you are a new participant.
- Whenever any of the information on the beneficiary card or other materials changes, you must notify the Fund Office **immediately**. Some of the important changes include any change in your address, any change in your family, such as marriage, birth, adoption, death, divorce, legal separation or a child losing dependent status, and any change in the beneficiary designation for purposes of the Fund's Death Benefit. Failure to notify the Fund Office of these matters can result in loss of COBRA rights, missed notices from the Fund Office, personal responsibility for claims paid or medical expenses incurred, and distribution of a death benefit in a manner that was unintended.
- Other important things you should tell the Fund Office are:
 - If a court has entered a qualified medical child support order directing that health care coverage be provided for your child(ren) through the Fund; and
 - If you or your dependent(s) are eligible for or have received benefits under another health care plan, insurance contract, program or statute.

Follow the proper procedures for receiving benefits, filing claims and submitting appeals. Review the information in this booklet for information on claims processing. When in doubt, before incurring any non-emergency expense, ask the Fund Office about claims processing and benefits.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

Carry your cards. You should have a BCBSM Medicare Advantage PPO identification card. Be certain to carry this card and show it whenever you receive medical care or get a prescription.

Keep copies of all bills, receipts and EOBS. It is important that you keep any bills, receipts and Explanations of Benefits (EOBs) that you receive. These can be valuable in any claim or appeal you may make, and, possibly, as your only record of benefits and care you have received.

Keep notices you receive from the Fund. After the publication of this booklet, you will receive notices of benefit changes as they occur. You should keep those together with this booklet in order for you to have a complete record of the Fund's communications to you on your benefits.

Keep track of your hours worked and contributions submitted to the Fund on your behalf. If you return to work, your eligibility depends on it.

Identify yourself. When you write to the Fund Office, please be sure to include your name, your alternate I.D. number and your trade in your letter. If you call, please be sure to have your alternate I.D. number handy.

Notify the Fund Office when you or one of your dependents becomes eligible for Social Security benefits and/or Medicare coverage. You must sign up for Medicare Part A and B and send a copy of the Social Security Award letter and/or the Medicare Card to the Fund Office immediately.

Protect your and your dependents' COBRA rights. Your surviving, separated or divorced spouse, and/or your children who no longer qualify as eligible dependents **must** notify the Fund Office **within 60 days** of the date on which the event occurred that resulted in their loss of eligibility that they want to continue their coverage under the Fund through self-payments under COBRA. If the Fund does not receive notice within the 60-day period, they will **lose** their right to continue coverage through self-payments under COBRA.

ADMINISTRATIVE RESPONSIBILITIES AND BENEFIT PAYMENTS

The Plan Administrator, as a legal matter, is the Fund's Board of Trustees. However, the Board of Trustees has divided the day-to-day operations of the Fund into areas of responsibility, and has delegated them to the Fund Office, BCBSM, Delta Dental, VSP and Ulliance.

Fund Office: The Fund Office is responsible for the following:

- Day-to-day details of running the Fund, including financial and record-keeping functions
- All matters pertaining to eligibility
- Self-payments, including actives, retirees, surviving spouse, and COBRA
- Determination and processing of claims for Death Benefits
- Reviewing and presenting appeals concerning eligibility and benefits it administers to the Board of Trustees

Blue Cross/Blue Shield of Michigan: The Fund has a contract with Blue Cross/Blue Shield of Michigan to pay and administer all medical, surgical, hospital and prescription drug claims in

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

accordance with the Blue Cross/Blue Shield of Michigan's Medicare Advantage PPO Plan. Blue Cross/Blue Shield of Michigan also determines all appeals concerning the benefits it administers.

Delta Dental: The Fund has a contract with Delta Dental to determine and process all dental benefits.

VSP: The Fund has a contract with VSP to determine and process all vision benefits, except LASIK.

Ulliance: The Fund has a contract with Ulliance to provide Member's Assistance Program (M.A.P.) services.

ELIGIBILITY AND COVERAGE

RETIREE COVERAGE

1. Eligibility Rules

If you are eligible to receive retirement benefits from the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund (Pension Fund) as a Normal Retiree, or disability benefits from the Pension Fund based on a disability (except Owner-Member Employees, who are not eligible for Retiree Coverage if they are receiving benefits from the Pension Fund due to disability), you will have a **one-time only** opportunity to elect Retiree Coverage under the Plan **if** you satisfy each and every one of the following requirements, A through E. There are additional exclusions and rules if you are eligible for disability benefits – see below.

- A. You **must** be eligible for benefits under this Plan
 - (1) on the effective date of your retirement from the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund as a Normal Retiree, or
 - (2) on the date of your retirement upon reaching age 55 or more if you are employed by SMACNA, or
 - (3) on the effective date of your disability benefit ("Effective Date") from the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund, and for the six calendar months preceding your Effective Date (eligibility based on hours and employer contributions, selfpayment, disability-related extension of coverage or COBRA continuation coverage is considered for this purpose except for SMACNA retirees). **Note:** Owner-Member Employees are not eligible for Retiree Coverage if they are receiving benefits from the Pension Fund due to disability.
- B. If you have accrued **less than 25** Years of Credited Service with the Pension Fund, then you **must** have at least 2,500 hours of work and contributions in the five consecutive years immediately preceding the effective date of your starting benefits from the Pension Fund (hours credited due to self-payment of the balance of the hours needed for eligibility related to a month in which you worked one or more hours may be applied toward meeting this requirement except for SMACNA retirees);

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

C. If you have accrued **25 or more** Years of Credited Service with the Pension Fund, you must have at least 1,250 hours of work and contributions in the six consecutive years immediately preceding the effective date of your retirement or disability from the Pension Fund (hours credited due to self-payment of the balance of the hours needed for eligibility related to a month in which you worked one or more hours may be applied toward meeting this requirement except for SMACNA retirees);

D. You **must** have some hours of work and contributions in the five consecutive years immediately prior to your Retiree coverage as follows:

- (1) For a Retiree, you must have some hours of work and contributions in *four of the five* consecutive years immediately prior to the effective date of your retirement except that if you have accrued 25 or more Years of Credited Service with the Pension Fund, you must have some hours of work and contributions in *three of the six consecutive years immediately prior to the effective date of retirement* (hours credited due to self-payment of the balance of the hours needed for eligibility related to a month in which you worked one or more hours may be applied toward meeting this requirement). If you have no hours of work and contributions in the year prior to your retirement, you must be registered on the Union's out of work list during that year.
- (2) For an individual receiving a disability benefits from the Pension Fund, you must have some hours of work and contributions in *each* of the five consecutive years immediately prior to your Effective Date (hours credited due to self-payment of the balance of the hours needed for eligibility related to a month in which you worked one or more hours may be applied toward meeting this requirement), except that if you have no hours of work and contributions in the year prior to the Effective Date, you must be registered on the Union's out of work list during that year. **Note:** Owner-Member Employees are not eligible for Retiree Coverage if they are receiving benefits from the Pension Fund due to disability.
- (3) For a SMACNA retiree, you must have some hours of work and contributions in *each* of the five (5) consecutive years immediately prior to the effective date of Retiree coverage.

E. You **must** make monthly self-payments according to the procedures determined by the Board of Trustees in an amount determined by the Board of Trustees, which may be adjusted by it from time to time. That rate may be reduced based on Years of Credited Service with the Pension Fund, and for the surviving spouses of such retirees (which reduction may also be adjusted or eliminated by the Board of Trustees).

F. Be eligible for and enroll in Medicare Parts A and B.

As a reminder, Retiree Coverage under the Plan currently includes:

- Medical benefits

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

- Prescription drug benefits
- Dental benefits
- Vision benefits
- Death benefit payable to your beneficiary
- Member's Assistance Program benefits

All of the above benefits permanently terminate if your self-payment is not received by the Fund Office by its due date and, **once terminated, retiree/surviving spouse coverage may not be reinstated.**

Notwithstanding the foregoing, if you don't meet the requirements of A-D, above solely due to your work for the Sheet Metal Workers International Association, the AFL-CIO or the State of Michigan Building Trades Council, you shall still be eligible for coverage (as long as all other requirements are met) if (1) you had continuous coverage under your employer's health plan from the time you ceased eligibility for benefits from this Fund until the effective date of your retirement under the Pension Trust, and (2) you have no comparable retiree medical coverage from the Sheet Metal Workers International Association, the AFL-CIO or the State of Michigan Building Trades Council. Proof of continuous coverage and proof of the unavailability of comparable retiree coverage from the Sheet Metal Workers International Association, the AFL-CIO or the State of Michigan Building Trades Council shall be required at the time of application for Retiree Coverage.

In addition, you do not have to meet the requirement A-D above, if you were covered under the Non-Medicare Eligible provisions of the Fund's Plan and have now become eligible for Medicare.

Additional Rules, Exclusions and Limitations for Individuals Receiving Retiree Coverage Based on Receipt of Disability Benefits from the Pension Fund

If you are eligible based on your receipt of disability benefits from the Pension Fund, you will not be eligible for Retiree Coverage or, if covered, your coverage will end, if you become eligible for other employer-provided health care coverage. If you want to re-enroll in Retiree Coverage with the Fund later (assuming you would be eligible to do so), you must pay a monthly maintenance of records fee (currently \$20.00 per covered person per month) to the Insurance Trust Fund. Then, *assuming* you met all eligibility requirements for coverage when you first became disabled, when your disability benefit converts to an Early or Normal Retirement Benefit, or if you stop working and are no longer eligible for the employer-provided health care coverage, you may re-enroll in Retiree Coverage as long as you provide proof that you were continually covered during the period you were not covered by the Fund and paid the required monthly maintenance of records fee when due.

If you are eligible based on your receipt of disability benefits from the Pension Fund, you may continue your Retiree Coverage, but you will not be eligible for the waiver of self-payment for the first six months of Retiree Coverage (see below) if you are employed, but not eligible for employer-provided health care coverage.

2. When To Enroll

You must enroll in Retiree Coverage, or notify the Fund Office that you wish to delay your decision because you are covered under your spouse's employer's health care plan and pay the maintenance of records fee (see details below), **within 30 days after the date on which your eligibility for retiree benefits starts.**

If you do not elect to enroll in Retiree Coverage, or notify the Fund Office that you wish to delay your coverage under your spouse's employer's health care plan and pay the maintenance of records fee, within 30 days after the date on which your eligibility for retiree benefits starts, you will **not** have the opportunity to elect Retiree Coverage under this Plan unless you return to Covered Employment and thereby re-establish the eligibility for Retiree Coverage.

Special Delayed Enrollment Rule for Retirees with Coverage through their Spouse's Employment

You must notify the Fund to elect Delayed Enrollment when your eligibility for Retiree Coverage starts.

If, on the effective date of your starting benefits from the Pension Fund, you have health care coverage available to you through your spouse's employer and you want to delay your Retiree Coverage under this Plan while you have that other coverage, you may elect to begin Retiree Coverage under the Plan at some later date as long as you can provide written proof that you had continuous health insurance coverage under your spouse's employer-provided health care coverage from the effective date of your starting benefits from the Pension Fund until the date on which you wish to begin your Retiree Coverage under this Plan. **You must notify the Fund Office about this when your eligibility for Retiree Coverage starts, and you will be required to pay a monthly maintenance of records fee (currently \$20.00 per person per month) throughout the period of your other coverage.** If you fail to pay the maintenance of records fee by the 25th day of each month before the month for which it is due, you will not be permitted to return to coverage under the Plan unless you return to work and meet all of the above requirements for Retiree Coverage. The monthly maintenance of records fee may be adjusted by the Board of Trustees from time to time.

If you enroll in Retiree Coverage upon your effective date of retirement, you will not be able to later suspend your enrollment and elect this special delayed enrollment. **This option to delay enrollment is available only upon retirement!**

You can elect to delay your spouse's enrollment separately – see below.

3. Special Enrollment Rules for Spouses of Retirees

There are several options for coverage of spouses of retirees, adopted to meet your needs and/or save you money as you move into retirement:

Post-Retirement Marriage: If you get married after you retire and you are enrolled in Retiree Coverage, your new spouse will be eligible for coverage under the Plan provided that an application is filed with the Fund Office within *30 days of your marriage*. You may enroll your new spouse

in Retiree Coverage, or in the Dental and Vision Only Option, effective the first day of the month following the marriage, or you may elect to delay enrollment as explained below. In either situation, you must file an application with the Fund Office within *30 days of the marriage*. Failure to file this application in the time permitted results in the permanent loss of your right to add your spouse to any coverage under the Plan.

Spousal Delayed Enrollment Option: If your spouse has his/her own health benefits from his/her own employer, he/she may decline enrollment at the time of your retirement and may enroll in this Plan when that other coverage ends, provided that the enrollment is made within *30 days of the loss of the other coverage*. **You must notify the Fund Office about this when your eligibility for Retiree Coverage starts, and you will be required to pay a monthly maintenance of records fee (currently \$20 per covered person per month) throughout the period of your other coverage.** If you fail to pay the maintenance of records fee by the 25th day of each month before the month for which it is due, your spouse will not be permitted to return to coverage under the Plan unless you return to work and meet all of the above requirements for Retiree Coverage. The monthly maintenance of records fee may be adjusted by the Board of Trustees from time to time. Also, your spouse must produce written proof of continuous employer plan coverage from the effective date of your starting benefits from the Pension Fund until the date on which your spouse wishes to enroll under your Retiree Coverage under this Plan.

Dental and Vision Only Option: If your spouse has health benefits from his/her own employer, your spouse could elect the Dental and Vision Only Option under this Plan. Your spouse can make this choice only at the time your eligibility for Retiree Coverage starts. The Board of Trustees determines the self-payment amount for such limited coverage, which also must be paid by the 25th day of the month before the month of the coverage. As is the case with all self-payments, if payment is not received when due, coverage will be terminated.

As above, in the event of the termination of your spouse's other coverage, your spouse may enroll for full Retiree Coverage under this Plan from the Dental and Vision Only Option when the other coverage ends, provided that the enrollment for full coverage is made within *30 days of the loss of your spouse's other health benefits coverage*. Again, your spouse must produce written proof of continuous employer plan coverage from the effective date of your starting benefits from the Pension Fund until the date on which your spouse wishes to enroll under your Retiree Coverage under this Plan.

4. Termination of Retiree Coverage

Your Retiree Coverage eligibility will end on earliest of the following:

- (a) on the date the Fund does not receive any required self-payment or maintenance of record amount; or
- (b) on the date you return to covered employment or are suspended from receipt of Pension benefits; or
- (c) if you are covered under this Fund due to receipt of a disability benefit from the Pension Fund, when you becomes employed and eligible for health care coverage from your employer; or

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

- (d) if you are covered under this Fund due to receipt of a disability benefit from the Pension Fund, when you are no longer eligible for disability benefits from the Sheet Metal Workers' Local Union No. 80 Pension Trust Fund, (except when you have an application pending with the Social Security Disability Administration); or
- (e) upon elimination of Retiree coverage by the Board of Trustees, which is in its sole and exclusive discretion to do at any time for any and all current and future retirees.

5. Return to Covered Employment by Retiree

If you re-enter covered employment for more than 39 hours in any month, you must re-establish eligibility under the initial eligibility provisions of the Plan. Unless you are an Owner Member Employee or a Non-Bargaining Unit Employee, you will be allowed to make self-payments until you have satisfied the initial eligibility provisions of the Plan. Your monthly self-payment rate will be the hourly contribution rate in effect at the time you return to active employment multiplied by 125 hours (100 hours for Architectural Metal Journeymen (PPO coverage) and Architectural Metal Journeymen (HMO coverage)). Owner-Member Employees and Non-Bargaining Unit Employees must establish initial eligibility in the usual manner.

Retirees may not use a 12-month look back period for the purpose of determining continuing eligibility as an Active Employee.

ELIGIBILITY OF DEPENDENTS

As a general rule, your dependents are eligible anytime you are eligible. ***Please note that you are not eligible for Death Benefits upon the death of your Dependent Spouse.***

A. Who are your Dependents?

- (1) **Your current lawful spouse**, if not legally separated.

A spouse's eligibility for coverage ends at the end of the month of divorce or legal separation from the retiree. It is your obligation to notify the Fund immediately upon your divorce or legal separation. You must provide a copy of the Judgment of Divorce or Legal Separation to the Fund Office. If you delay in providing this notice and documentation of your divorce to the Fund, and the Fund pays benefits on behalf of a former spouse, you are liable to repay the Fund those amounts, and the Fund will pursue collection of those amounts from you. 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 spouse after the date of entry by the court of a judgment of divorce or decree of 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 its entry, the Plan will not offer COBRA coverage.

(2) **Each of your children, as limited immediately below, regardless of the child's marital status or the child's eligibility for other coverage.**

Your "Child" is defined as your biological children, adopted children (including children placed for adoption), stepchildren, and foster children prior to the last day of the calendar month in which such child reaches age twenty-six (26) years. A dependent child described in this subsection may not be older than you.

If you decide to disenroll a child who was previously covered as a dependent hereunder, you must do so in writing and on a form satisfactory to the Board of Trustees filed with the Fund Office. Such election shall be effective as soon as administratively feasible, but not before the first day of the month following the month within which the election is received by the Fund. If you seek to re-enroll a dependent child whom you previously elected to disenroll, then the dependent child shall be eligible for coverage as soon as administratively feasible, but not before the first day of the month following the month within which the election is received by the Fund.

A stepchild's dependent coverage ends immediately upon that stepchild's natural parent's divorce from you. By seeking coverage of a stepchild, you agree to be personally liable to the Fund for any amounts the Fund pays in benefits for services rendered to or on behalf of the stepchild after the date of the entry of the judgment or decree of your divorce from the stepchild's natural parent but prior to notification to the Fund of the divorce.

No child shall be considered a dependent under this Plan after the end of the calendar month in which the child attains the age of twenty-six (26) years, except that any child who becomes totally and permanently disabled from either a physical or mental condition prior to the end of the calendar month in which he or she attains the age of twenty-six (26) shall continue as a dependent for as long as the permanent disability exists, at your election in accordance with the procedures set forth by the Board.

The Board of Trustees may, upon application, grant Dependent status to a child otherwise related to you or your covered spouse if you or your covered spouse is the full legal guardian (other than a limited or temporary guardian), if the child otherwise meets the Internal Revenue Service requirements for dependent status and the Board of Trustees believes the relationship approximates that of child and parent. An individual who is not your or your dependent spouse's child shall not be a "dependent" as described above unless (1) the parents of such child do not claim the child as a dependent; and (2) your and your dependent spouse's adjusted gross income is higher than the highest adjusted gross income of any of that individual's parents. The Fund shall require proof that this requirement is satisfied prior to any individual being considered a dependent child. A dependent described in this subsection may not be older than you or your dependent spouse.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

Status as a dependent hereunder shall require such documentation as the Fund may require from time to time, including, but not limited to, Federal income tax records, adoption records, physician's statements, birth certificates, marriage certificates, qualified medical child support orders and judgments of divorce or orders for separate maintenance. In the event that the required documentation 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.

B. Enrolling Your Dependents

You may enroll a newly eligible dependent for coverage under the Plan, retroactive to the date such person became your dependent, by giving the Fund written notice with all required documentation (birth certificates, adoption papers, marriage certificates, etc.) within thirty (30) days of the date such person becomes your dependent. If the Fund office does not receive such notice with all required documentation within thirty (30) days of such person becoming your dependent, the dependent may be enrolled for coverage under the Plan on a prospective basis only, with coverage to begin no earlier than the date on which the Fund receives the notice and can administratively implement such request for coverage.

If any dependent (a spouse or a child) is not enrolled in the Plan at the time you enroll because your dependent is covered by another health plan, your dependent may enroll in the Plan within 30 days of the loss of that other coverage (as long as the dependent continues to be eligible as a dependent under the Plan). This also applies to the spouse of a retiree who has other coverage and elects the Dental and Vision Only Option – such spouse can enroll in the Plan within 30 days of the loss of that other coverage.

If you were never married to the mother of the dependent child you claim at the time of the dependent's birth, you must provide proof of paternity when you enroll the child for coverage. Proper proof includes a duly registered birth certificate naming you as the father, an order of filiation or an adoption order.

An Employee, or his dependent, who is eligible, but not enrolled, for coverage under the Plan may enroll for coverage under the Plan if either:

- (1) the Employee or dependent is covered under a Medicaid plan or State CHIP; coverage of the Employee or dependent under such Medicaid plan or State CHIP is terminated as a result of loss of eligibility for the Medicaid plan or State CHIP; and the Employee requests coverage under this Plan no later than 60 days after the date the Employee's or dependent's coverage under such Medicaid plan or State CHIP terminates; or
- (2) the Employee or dependent becomes eligible for assistance under a Medicaid plan or State CHIP (including under any waiver or demonstration project conducted under or in relation to those plans), and the Employee requests coverage under this Plan no later than 60 days after the date the Employee or dependent is determined to be eligible for such assistance.

C. Termination of Dependent Coverage by the Plan

A dependent's coverage shall terminate upon the occurrence of the first of the following events:

- (a) termination of your eligibility under the Plan.
- (b) termination of his/her status as a dependent as defined in the Plan.
- (c) elimination of dependent coverage under the Plan.

If you die, the eligibility of your dependents shall terminate on the last day of the calendar month of your death, unless the dependent applies for COBRA continuation of coverage or the surviving spouse applies for surviving spouse coverage for themselves and your dependent children who have not reached the end of the calendar month of their 26th birthday, provided you, your spouse and/or dependent child(ren) were eligible for benefits at the time of the your death.

D. 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 Plan. A QMCSO may not require the Plan to provide a type or form of benefit not otherwise provided to children of eligible employees or retirees. A QMCSO is usually issued in a divorce or a paternity case in which you are ordered by the court to continue to provide medical support for your child or children, but it may also be in the form of a National Medical Support Notice (NMSN) issued by the Friend of the Court.

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 you 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. Payment of benefits made by the Plan pursuant to a QMCSO may be made to the alternate recipient's custodial parent or legal guardian, and notices and explanations of benefits relating to the alternate recipient will be sent to the custodian parent or legal guardian.

E. Eligibility Of Dependents After Your Death

If you die and you and your dependents were eligible at the time of your death, their coverage terminates *on the last day of the month of your death*. Your dependents may *not* use your extended work eligibility, if any, to continue their coverage after your death.

However, your surviving spouse and dependent child or children may elect to continue coverage under the Plan under the special Surviving Spouse Coverage provisions.

The surviving spouse must elect Surviving Spouse Coverage on or before the 30th day of the month following your death, and the first payment, which must include the self-payment for the first and second months of coverage, must be made by that date. Surviving Spouses will pay a self-payment

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

rate determined by the Board of Trustees from time to time, and the amount will vary depending on whether there are any dependent children, and how many. The second monthly payment and each following payment are due no later than the 25th of the month before the coverage period. For example, payment for August coverage is due on July 25th.

If your Surviving Spouse is eligible for Medicare, your Surviving Spouse will receive Surviving Spouse Coverage that is the same as the Fund's coverage for Medicare Eligible Retirees. If your Surviving Spouse is not eligible for Medicare, your Surviving Spouse will receive Surviving Spouse Coverage that is the same as the coverage for Early Retirees.

If you have a dependent child or dependent children at the time of your death and you either do not have a surviving spouse at that time or your surviving spouse does not elect coverage, your dependent child or children may continue their coverage only under the provisions of COBRA continuation coverage.

If the surviving spouse makes all required self-payments when due, Surviving Spouse Coverage will continue until, as applicable:

- (1) For the surviving spouse and dependent children, when the surviving spouse remarries;
- (2) For the surviving spouse and dependent children, when Surviving Spouse Coverage is eliminated by the Board of Trustees, which is within its discretion to do at any time; or
- (3) For each dependent child, when that child no longer meets the Plan's definition of a "dependent".

After coverage terminates upon the remarriage of the surviving spouse or and/or the failure of a dependent child to meet the definition of dependent under the Plan, the surviving spouse and/or child may elect to continue coverage under the COBRA provisions of the Plan for a maximum of 36 months.

COBRA CONTINUATION COVERAGE

Introduction

This section of the Summary Plan Description contains important information about your right to COBRA continuation coverage under the Plan, as well as other health coverage alternatives that may be available to you through the Health Insurance Marketplace. **It explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. This is only a summary of your COBRA continuation

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should contact the Fund Office and/or get a copy of the Plan Document.

The Board of Trustees has delegated the day-to-day responsibilities for the administration of COBRA continuation coverage to the Administrative Manager. Both the Board of Trustees and the Administrative Manager can be contacted at the Fund Office, 700 Tower Drive, Suite 300, Troy, Michigan 48098, (248) 641-4980, (800) 400-7710. Please use the following mailing address for the Board of Trustees and the Administrative Manager: P.O. Box 1408, Troy, Michigan 48099-1408.

COBRA Continuation Coverage

COBRA continuation coverage is a temporary extension of coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this section. COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

COBRA continuation coverage provides medical, surgical, hospital, prescription, dental (if any), death and vision benefits *only. The Fund's non-group health plan benefits (Member's Assistance Program) are not available under COBRA.*

There may be other coverage options for you and your family. You could buy coverage through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days.

As a Retiree, there are no qualifying events that would make you eligible for COBRA.

If you are the spouse of a Retiree, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

- **Your spouse (the Retiree) dies; or**
- **You become legally separated or divorced from your spouse (the Employee or Retiree).**

Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

- **The parent-Retiree dies;**

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

- The child's parents become legally separated or divorced (but see Qualified Medical Child Support Orders, page 14); or
- The child stops being eligible for coverage under the Plan as a "dependent child."

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Fund Office has been notified that a qualifying event has occurred. When the qualifying event is the death of the Employee or the reduction or termination of the employment of the Employee, the employer must notify the Fund Office of these qualifying events *within 30 days*.

You Must Give Notice of Some Qualifying Events

For other qualifying events (legal separation or divorce of the Employee and spouse or a dependent child's loss of eligibility for coverage as a dependent child), you must notify the Fund Office. The Plan requires you to notify the Fund Office within 60 days after one of these qualifying events occurs. The Fund Office may require that you provide evidence that a qualifying event has taken place, such as a copy of the Judgment of Separation or Divorce, death certificate or birth certificate. You must send notification to the Fund Office, P.O. Box 1408, Troy, Michigan 48099-1408. Failure to comply with these rules will result in the permanent loss of COBRA rights.

Note that some qualifying events result in an immediate loss of coverage (such as legal separation, divorce and loss of dependent status), and some are determined on a monthly basis (such as termination of employment and loss of hours). Therefore, you should **never delay** in notifying the Fund Office of any qualifying event, or you risk losing your rights under COBRA.

How is COBRA Coverage Provided?

Once the Fund Office receives timely notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary has an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children. COBRA continuation coverage must be elected no later than 60 days after the qualified beneficiary receives the COBRA Election Form. If you do not submit the COBRA Election Form by the due date, you will lose your right to elect COBRA continuation coverage.

For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event (for legal separation divorce and loss of dependent status), or on the date that Plan coverage would have otherwise been lost (for termination of employment and reduction of hours).

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the Employee, your divorce, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

When the qualifying event is the end of employment or reduction of the Employee's hours of employment, and the Employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the Employee lasts until 36 months after the date of his Medicare entitlement. For example, if a covered Employee becomes entitled to Medicare eight months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months).

When the qualifying event is the end of employment or reduction of the Employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended:

- **Disability extension of 18-month period of continuation coverage**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. You must send this notice to the Fund Office, P.O. Box 1408, Troy, Michigan 48099-1408.

- **Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event while receiving COBRA continuation coverage, your spouse and dependent children can receive additional months of COBRA continuation coverage, up to a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and dependent children receiving continuation coverage if the Employee or former Employee dies, or gets legally separated or divorced, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred. **In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event's occurrence. You must send this notice to the Fund Office, P.O. Box 1408, Troy, Michigan 48099-1408.**

If you have a newborn child or have a child placed with you for adoption while your COBRA continuation coverage is in effect, you have the right to elect coverage for such child if the Plan Administrator receives notice of that birth, adoption or placement for adoption *within 30 days* of its occurrence. A child born or placed with you for adoption while you are receiving COBRA

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

continuation coverage will have the same COBRA rights as your spouse or dependents who were covered by the Plan before the event that triggered COBRA coverage. Like all qualified beneficiaries with COBRA coverage, the child's continued coverage depends on the timely and uninterrupted payment of your COBRA payments.

Cost of COBRA Continuation Coverage

You do not have to show that you are insurable to choose continuation coverage. However, under COBRA, you have to pay the Fund's full cost of coverage, plus a 2% administrative surcharge, for your continuation coverage. If the Social Security Administration determines that you were disabled at the time of termination or reduction of hours and you elect to continue coverage beyond the 18-month period, you may be charged an additional 50% surcharge beginning on the 19th month of coverage.

You will have a grace period of at least 30 days to pay the monthly COBRA payment, except for the first monthly payment, for which you will have a one-time-only 45-day grace period.

Termination of COBRA Continuation Coverage

The law also provides that you or your dependents' COBRA continuation coverage may be terminated by the Fund for any of the following reasons:

- The Fund no longer provides coverage for similarly situated employees;
- Your payment for continuation coverage is not received by the Fund in a timely fashion;
- If you are or become covered under another group health plan, you must notify the Fund Office immediately;
- You are receiving COBRA continuation coverage because of a disability defined under the Social Security Act and Social Security determines that you are no longer disabled. You must notify the Fund Office within 30 days of the date of any final determination by the Social Security Administration that you are no longer disabled; or
- You provide written notice to the Fund Office that you wish to end your COBRA continuation coverage.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the Fund Office, P.O. Box 1408, Troy, Michigan 48099-1408. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the U.S. Department of Labor's Employee Benefits Security Administration

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

(EBSA) website at www.dol.gov/ebsa or call their toll-free number at 1-866-444-3272. For more information about health insurance options available through a Health Insurance Marketplace, visit www.healthcare.gov.

Keep the Fund Office Informed of Address Changes and Life Changes

In order to protect your family's rights, you should keep the Fund Office informed of any changes in your address and the addresses of family members, and in the event of any changes in your family (births, deaths, legal separation divorce, entitlement to Medicare, etc.) You should also keep a copy, for your records, of any notices you send to the Fund Office.

BENEFITS

MEDICAL, HOSPITAL, SURGICAL AND PRESCRIPTION DRUG BENEFITS

Information on benefits covered by the BCBSM Medicare Advantage PPO Plan is provided in the current **“Evidence of Coverage”** you received when your coverage commenced. If you do not have a current Evidence of Coverage, please contact Medicare Advantage PPO Plan Member Services. For help or information, please call Member Services at 1-866-684-8216, from 8:30 a.m. to 5:00 p.m., Monday through Friday, Eastern Time. From October 1 through March 31, hours are from 8 a.m. to 9 p.m., Eastern Time, seven days a week. (Calls to this number are free). TTY users should call 711.

DENTAL BENEFITS

Dental benefits under the Plan are subject to deductible, co-payment, co-insurance and, in some instances, self-payment requirements. The Fund has engaged Delta Dental PPO (Point-of-Service) to administer your dental benefits.

Through Delta Dental PPO (Point-of-Service) you have access to two of the nation's largest networks of participating providers: Delta Dental PPO and Delta Dental Premier network. Delta Dental PPO and Delta Dental Premier dentists will submit claims for you, charge you only for your co-payment, if any, request no balance billing above the contracted fee. Non-participating providers may require you to submit your own claims, charge you the full cost of a procedure, and may ask for full, up-front payment.

You are not required to go to a Delta Dental participating provider to receive benefits under the Plan, and the Fund's arrangement with this dental PPO is not an endorsement or recommendation of any of the Delta Dental-participating providers by the Fund. The Fund Office can provide you with a directory to find a participating provider near you, or you can contact Delta Dental to find out if your dentist is a Delta Dental participating provider. For a complete list of services covered by Delta Dental, co-payments, annual maximums and exclusions, see the Delta Dental PPO Benefits at a Glance at the end of this SPD.

VISION EXPENSE BENEFITS

Vision benefits under the Fund are subject to deductible, co-payment, co-insurance and, in some instances, self-payment requirements. The Fund's vision benefits are administered by VSP. For a

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

complete list of services covered by VSP, co-payments, annual maximums and exclusions, see the "Your VSP Vision Benefits Summary" attached at the end of this SPD.

VISION CORRECTION BENEFITS - LASIK

The plan provides LASIK vision correction up to a lifetime maximum of \$900 per eye per person for you or your eligible dependent. The Fund's vision benefits are administered by the Fund Office.

DEATH BENEFITS

A Death Benefit of \$10,000 will be paid to your beneficiary in the event of your death. A Death Benefit of \$10,000 will be paid to a beneficiary in the event of your Surviving Spouse's death. A Death Benefit of \$10,000 will be paid to you in the event of your Dependent Child's death. An amount not to exceed \$2,500 may be paid from this \$10,000 Death Benefit to any person incurring the expense of your or your covered Surviving Spouse's or Dependent Child's burial, provided a receipt is submitted to and determined satisfactory by the Board of Trustees.

You/your covered Surviving Spouse may designate as your respective beneficiary any person or persons you each choose. You and your covered Surviving Spouse may change that beneficiary at any time by completing forms, which are available at the Fund Office.

However, the designation of a spouse as beneficiary shall terminate immediately upon the entry of a judgment or decree of divorce or legal separation between the Employee or retiree and such spouse. The former spouse shall be recognized as a beneficiary following the entry of such judgment or decree only if designated by the Employee or retiree as beneficiary after the entry of the judgment or decree on a form prescribed and furnished by the Board of Trustees.

If you/your covered Surviving Spouse have not named a beneficiary (or if that beneficiary dies before you do and no replacement is named), the Death Benefit will be paid as follows: to the deceased's widow or widower; but if none, to the deceased's surviving children (excluding stepchildren) in equal shares; but if none, to the deceased's surviving parents in equal shares; but if none, to the deceased's surviving brothers and sisters in equal shares; but if none, to the deceased's estate.

Written notice of a covered death must be received by the Fund Office within **two years** of such death for a Death Benefit to be payable.

MEMBER'S ASSISTANCE PROGRAM (M.A.P.)

The Fund has engaged Ulliance to be the Fund's Member's Assistance Program (sometimes called an Employee Assistance Program or EAP) provider to provide services to you and your family members experiencing difficulty with alcohol and/or drugs, have a concern about another's alcohol and/or drug use, are in need of information about other social or emotional problems, or are in need of legal or financial planning consultation.

Retirees and their families are eligible for the Ulliance Life Advisor Employee Assistance Program, which is designed to help you and your family deal with many personal and family issues. Ulliance

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

provides many services to meet your needs, including counseling, coaching, crisis intervention, and community resources.

The Life Advisor Employee Assistance Program provides completely confidential, free assistance in many areas, including:

- Relationship and family concerns
- Death of a loved one
- Stress, anxiety and depression
- Substance Abuse
- Eldercare or childcare referrals
- Financial or legal referrals

There is no cost to you or your dependents for the Ulliance services which are available 24 hours a day, 7 days a week.

You can reach Ulliance at its toll free number 800-448-8326 for free, confidential assistance. You can also visit their website, www.LifeAdvisorEAP.com for more information and a wide variety of resources. To login, simply enter 'Local 80' as your employer and 'Southfield' as your city of employment. We hope you and your dependents take advantage of the many services Life Advisor EAP has to offer.

OTHER ADMINISTRATIVE MATTERS

SPECIAL PROVISIONS FOR PARTICIPANTS REGARDING MEDICARE

A. Medicare

Medicare is a federal health care program designed to provide health care benefits to persons who are age 65 and older, to persons who have End Stage Renal Disease (ESRD) and to certain disabled persons. The Social Security Administration is the sole authority for determining your Medicare eligibility. If you are enrolled in this coverage, you are called a "beneficiary."

You become eligible for Medicare when you are 65 (or earlier if you are disabled or have ESRD). If you are eligible by reason of age, you may enroll at any time during a seven-month period. This period begins three months before the month in which you reach 65, and includes the actual month of your birthday and the three months following your birthday month. During this period, you must apply for Medicare through your local Social Security Administration office.

Medicare Part A is hospital insurance that helps pay for inpatient hospital care and certain follow-up care after you leave the hospital. Medicare Part B is medical insurance that helps pay for physician's services and other medical services and items. Medicare Part D plans help pay for prescription drug coverage.

The hospital insurance (Part A) portion is provided to you at no cost. **However, you must pay a monthly premium for the medical insurance (Part B) portion.** This premium is adjusted annually. You will be notified of the change before each new year.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

You must enroll in both Medicare Part A and Part B and pay all premiums immediately as soon as you become eligible (unless you are currently covered under another plan as an active participant); but you are not required to enroll for Medicare Part D coverage. In those cases where Parts A or B of Medicare and the Fund cover the same items or services, the Fund will pay first and then Medicare will supplement the Fund's coverage up to the Medicare limits. In most cases, the Fund's benefits are more generous than those provided under Medicare. Where they are not, you retain the right to file your claim with Medicare for whatever supplemental coverage is available. Your combined benefits from Medicare and the Fund will remain unchanged even though the Fund, rather than Medicare, is the primary payer.

You should not forget to continue to pay the Part "B" Medicare premium for your own protection. Failure to pay the Part "B" premium on time will result in the loss of Medicare protection for physician's services and other medical services and items. However, if you are working at age 65, you may be able to delay enrollment in Medicare Part B, without a penalty, until you stop working.

Special Notice Regarding Medicare Part D: If you are eligible for Medicare, you should be receiving a special notice regarding the Fund's Prescription Drug Benefits and how those benefits relate to prescription drug benefits available under Medicare Part D. Please contact the Fund Office if you have questions regarding retiree prescription drug coverage under this Plan and/or Medicare Part D.

If you enroll in Medicare Part D (prescription drug coverage), you will lose both your health and prescription drug coverage with the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund. The Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund will not provide health and prescription drug coverage for participants who enroll in Medicare prescription drug coverage. If you enroll in Medicare Part D (prescription drug program), the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund will continue to provide you with your other non-health benefits.

Medicare generally will be the ***secondary payer*** of medical benefits (and the Plan will be ***primary***) for individuals in the following categories:

- Certain individuals with end stage renal disease prior to 30 months of coverage;
- Certain disabled individuals who are covered because of the individual's (or a family member's) current employment status; and
- Certain individuals (age 65 or older) who are Medicare-eligible and are working as employees, or certain dependents of such employees.

Medicare generally will be the ***primary payer*** of medical benefits (and the Plan will be ***secondary***) for individuals in the following categories:

- Certain individuals with end stage renal disease after 30 months of coverage;
- Certain disabled individuals who are covered, but not because of the individual's (or a family member's) current employment status; and

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

- Certain former employees or certain dependents of such individuals.

For information on COBRA continuation coverage and Medicare, see COBRA provision on page 15 of this SPD.

B. Employed Persons Aged 65 or Older

If you are eligible by way of hours worked in covered employment and you continue to work beyond the date you become eligible for Medicare (age 65), you have two options for health care coverage:

Option 1: Continue your regular current coverage as your primary health care plan. This is automatic unless you indicate in writing that you do not want to continue this coverage.

Important: If you continue to be covered through the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund for your primary health care benefits, **you should still apply for Medicare Part A and Part B.**

- **Part A of Medicare**, the hospital insurance, is available at no cost to you. It may provide **additional** benefits to your group coverage.
- **Part B of Medicare**, the medical insurance, is available for a monthly premium. However, you can delay enrollment in Part B without penalty.

If you delay enrolling for Medicare Part B coverage when you reach 65, you may enroll during the special enrollment period that begins on the first day of the first month in which you are no longer covered by your group plan and ends two months later.

You do not need to enroll in Medicare Part D (prescription drug coverage), as explained in the prior section.

Option 2: Select Medicare as your primary health care plan. However, if you select this option, federal regulations prohibit the Fund from providing you with coverage from this Fund. You must file a written notice with the Fund Office and with Medicare if you choose this option.

Reminder: If you are working and you chose the Fund's coverage as primary, the Fund must provide your spouse who is over age 65 with the same coverage as you have.

COORDINATION WITH MEDICAID

If you or your dependents are entitled to Medicaid at the same time you are eligible for benefits from the Fund, the Fund will be the primary payer of benefits.

COORDINATION OF BENEFITS/NON-DUPLICATION OF BENEFITS

Coordination of benefits provisions come into play whenever an eligible person has other coverage under any health care plan, fund, group insurance program, Medicare, or any statute (law).

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

Under these provisions, the Fund will pay the benefits in accordance with its applicable Schedule of Benefits if it is considered to be primary. Otherwise, the other plan, fund, program, etc., will be required to pay the benefits up to the maximum amount payable in accordance with its Schedule of Benefits and the Plan will then pay any remaining amounts not otherwise covered up to and in accordance with its Schedule of Benefits so that, in the aggregate, no more than 100% of the incurred covered expenses will be paid.

The Fund will not duplicate benefits paid to you or your dependents under another health care plan, fund, policy, contract, program or statute. Benefits from the Fund are subject to, and limited to, benefits payable in accordance with this Coordination of Benefits/Non-Duplication of Benefits provisions. Coordination of benefits provisions are rules which determine the order in which two or more plans which may be covering you or your dependents pay benefits first, so that benefits will be paid up to but not to exceed 100% of the Plan's allowable expenses on the claim. These rules apply to every eligible person covered by the Plan and to all benefits payable under the Plan, except Death Benefits, and Member's Assistance Program Benefits.

A Plan's Coordination of Benefits provisions will apply notwithstanding a participant's non-compliance with the terms of any other plans under which he or she may have coverage.

Except as may be required by the Fund's contracts with BCBSM, this Plan **excludes** coverage and will pay **no** benefits for treatment of injuries resulting from an automobile or motor vehicle accident (however, the Plan will provide for treatment of injuries sustained in a motorcycle accident, so long as the accident does not involve an automobile or other non-motorcycle motor vehicle). *Therefore, coordination of benefits is unnecessary with respect to no-fault automobile insurance coverage because there are no benefits for motor vehicle related injuries provided from this Fund.* You should carefully review this with your automobile or other motor vehicle insurance carrier to make certain that your own insurance is adequate in this regard.

Generally speaking, the following rules are applied to determine whether the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund or the other health care plan, fund, policy, contract, program, or statutory payer pays first in accordance with its Schedule of Benefits.

- A. If the other plan, fund, policy, contract, program, or statutory payer has not adopted a coordination of benefits provision, it shall be required to pay first.
- B. If both have coordination of benefits provisions, then
 - (i) the plan in which the eligible person is covered as an employee shall pay in accordance with its Schedule of Benefits as primary. The plan in which the eligible person is covered as a dependent shall pay secondary up to its maximum Schedule of Benefits.
 - (ii) where the claim is for an eligible dependent child, the following order of priority shall be followed in determining which plan shall pay first:
 - (a) for children of parents not separated or children of legally separated, divorced or never married parents with joint physical custody:

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

- (1) the one covering the parent who has the earlier birth date anniversary in the calendar year,
- (2) if both parents have the same birth date, the one which covered the child for the longer period of time;
- (b) for children of legally separated, divorced or never married parents without joint physical custody:
 - (1) the one covering the parent with physical custody of the child,
 - (2) then the one of the spouse of the parent with physical custody of the child,
 - (3) then the one of the parent or spouse of the parent without physical custody of the child.

However, if a court decree, such as a judgment of divorce, states that **one** parent is financially responsible for the health care expenses of the child, and the plan has been advised of that legal responsibility, then that plan is primary for the child and the plan of the other parent would be secondary. If a court decree states that **both** parents are responsible for providing health coverage, then the two plans would be of the same priority level and the rules of subparagraph (a), above, would apply.

- (iii) where the claim is for a person who is covered as a dependent child under this Plan and a dependent spouse under the plan of his or her spouse, the following order of priority shall be followed in determining which health and welfare plan, fund, policy, contract or program shall pay as primary:
 - (a) the plan covering the covered part or the covered spouse who has the earlier birth date anniversary in the calendar year shall be primary,
 - (b) if both the covered parent and the covered spouse have the same birth date, the plan which covered the child/spouse for the longer period of time shall be primary.

SUBROGATION AND REIMBURSEMENT

In the event of any payments of services to or on behalf of any person under this Plan, the Fund shall, to the extent of such payments, be subrogated to all rights of recovery of that person (or his representative(s)) arising out of any claim or cause of action which may accrue against a third party, including any occupationally related claim or cause of action covered by the Michigan Workers' Disability Compensation Act or Occupational Disease Act or similar federal or state statutes. That person (or his representative(s) or successor(s) in interest), by acceptance of benefits provided by this Fund, hereby agrees to reimburse the Fund for any benefits so paid hereunder out of monies recovered, fully or partially, from such third party as the result of judgment, settlement or otherwise, irrespective of how differentiated, without any offset for expenses, including legal fees, that

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

person (or his representative(s) or successor(s) in interest) may owe, and before that person (or his representative(s) or successor(s) in interest) pays any other individual, organization or entity out of that full or partial recovery. That person (or his representative(s) or successor(s) in interest) may take no action which would prejudice the rights of this Fund (and/or its service provider(s) and/or its designee(s)), and that person (or his representative(s) or successor(s) in interest) hereby agrees to take such actions, to furnish such information and assistance, and to execute and deliver all necessary instruments as the Trustees may require to facilitate the enforcement of the Fund's rights, including periodic updates of the status of the underlying case as well as notice of any settlement. Neither the Fund (nor its service provider(s) nor its designee(s)) will be responsible for any attorney's fees or costs incurred and/or paid by or on behalf of that person (or his representative(s) or successor(s) in interest) unless the Fund (and/or its service provider(s) and/or its designee(s)) has agreed in writing in advance to pay such fees or costs or some portion thereof.

If the Fund and/or its service providers pays benefits on behalf of any person (or his representative(s) or successor(s) in interest) and that person (or his representative(s) or successor(s) in interest) receives a settlement, that person (or his representative(s) or successor(s) in interest) must obtain the Fund's consent to both the underlying settlement and the amount owed to the Fund. The covered person (or his representatives) may seek and obtain settlement authority and final claims information either directly through the Fund or through the Fund's legal counsel. Additionally, upon final settlement, after such settlement has been approved by the Fund, the individual receiving settlement payments arising out of such claim (or his representative(s)) is obligated to notify the Fund no more than three (3) business days after such resolution or settlement has been reached.

These rules apply to any type of payment or partial payment received from any source, irrespective of how such payment or partial payment is differentiated or characterized, which reimburses or compensates that person (or his representative(s) or successor(s) in interest), wholly or partially, for any injury or illness for which the Fund (and/or its service provider(s) and/or its designee(s)) paid benefits related to that person's injury or illness, including voluntary settlements with a Workers' Compensation carrier in situations where it is reasonable to conclude that the injury or sickness was work-related.

Upon receipt of the monies recovered, as specified above, the covered person (or his representative(s)) must hold all settlement funds in a trust account so that the recovery proceeds are segregated from the covered person's general assets until the Fund or any of the Fund's designees has been reimbursed up to the amount of benefits it/they have paid. The participant and/or beneficiary may not comingle the settlement proceeds with his or her general assets or spend such proceeds until any disputes regarding the amount due or the Fund's right of recovery have been resolved and final payment is disbursed to the Fund.

If that person (or his representative(s) or successor(s) in interest) fails to do so, the Fund (and/or its service provider(s) and/or its designee(s)) may, in its/their sole and exclusive discretion, treat the amount of benefits paid on behalf of such person and not repaid to the Fund (and/or its service provider(s) and/or its designee(s)) as a debt of that person (or his representative(s) or successor(s) in interest) to the Fund (and/or its service provider(s) and/or its designee(s)), and may pursue recovery of said amount from that person (or his representative(s) or successor(s) in interest) by any legal means and/or reduce any future benefits payable on behalf of that person (or his representative(s) or successor(s) in interest) in this amount until this amount has been restored.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

CLAIMS APPLICATIONS, LIMITS AND APPEALS

1. Applying for Benefits and Time Limit for Claims

Eligibility Determinations

Your eligibility for benefits is determined by the Fund Office based on receipt of hours/contributions prior to your retirement, self-payments and all other relevant factors required to become eligible. Your dependent eligibility is determined by the Fund Office based on information provided on forms available from the Fund's administrative office and supporting documentation.

Benefit Claims

Medical, Hospital, Surgical, and Prescription Drug Benefits: BCBSM is responsible for the processing and determination of all claims for Medical, Hospital, Surgical and Prescription Drug Benefits. Claim forms are generally not required for such benefits. The Fund provides these benefits through the BCBSM Medicare Advantage PPO Plan (insurance agreement) and the Fund has no liability for any claim determination made by BCBSM. If you disagree with a determination made by BCBSM, you must appeal directly to BCBSM and comply with BCBSM's claims appeal process. Claims for medical, hospital, surgical and prescription drug services provided by BCBSM-related providers should be submitted by the provider directly to the BCBSM.

Dental Benefits: Delta Dental is responsible for the processing and determination of all Dental Benefits covered by group coverage agreements and other contracts issued by it.

Vision Benefits: VSP is responsible for the processing and determination of all Vision Benefits covered by group coverage agreements and other contracts issued by it, except from LASIK. The Fund Office is responsible for the processing and determination of all claims for LASIK benefits

Member's Assistance Program Benefits: Ulliance is responsible for the processing and determination of all Member's Assistance Program (M.A.P.) Benefits covered by group coverage agreements and other contracts issued by it.

Death Benefits: The Fund Office is responsible for the processing and determination of all claims for Death Benefits. Claim forms for these benefits are available from the Fund Office and all such forms and supporting documentation must be submitted within two years from the eligible individual's death.

Claims Processing Information

If processing of a claim cannot be completed because of missing information, the Fund Office will notify you and advise of the specific reason why the processing of the claim cannot be completed and what information is necessary to permit the processing of the claim to continue. It is your responsibility to gather this information and submit it within the required time period.

If a claim for benefits under this Plan is completely or partially denied by the Fund Office for any reason, you will be notified with the specific reason for denial within the time periods required by

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

applicable regulations. In unusual circumstances, additional time will be required to process the claim, in which case you will be notified when additional time is needed.

If you disagree with a determination made by the Fund Office, you must appeal directly to the Board of Trustees and comply with the Board's claims appeal process.

Claim forms for benefits that are processed and/or covered by the Fund's policies of insurance, group enrollments, coverage agreements, administrative services agreements or other documentation with or from its service provider(s) other than the Fund Office are available from those organizations and all such forms and supporting documentation must be submitted to those organizations and in conformity with the requirements of those organizations, including all time limits and proofs. The Fund has no liability for any claim determination made by its service providers.

Claim forms for Dental Benefits are available from Delta Dental, and all such forms and supporting documentation must be submitted **within 12 months from the date the service was provided**. If you disagree with a determination made by Delta Dental, you must appeal directly to Delta Dental and comply with Delta Dental's claims appeal process.

Claim forms for Vision Benefits are available from VSP, and all such forms and supporting documentation must be submitted **within 12 months from the date the service was provided**. If you disagree with a determination made by VSP, you must appeal directly to VSP and comply with VSP's claims appeal process.

Any claim form or other material submitted by or on behalf of any claimant that contains a material alteration or forged or false information, including signatures, will be rejected. The Board of Trustees reserves the right to forward such matters to appropriate law enforcement agencies for whatever action deemed appropriate. This will not limit the right of the Fund to recover any losses it suffers as a result of such material in any manner, including civil litigation.

Any action in law or equity brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of the foregoing under or relating to this Plan shall be barred unless the complaint is filed **within three years** after the right of action therefor accrues, unless a shorter period is established by applicable statute, regulation or case law.

2. Denial of Claims

If your claim is denied by the Fund Office or another Fund service provider, you will be informed of the reason for the denial on the "Explanation of Benefits" you receive. If the denial is due to missing information or a missing signature, you should supply the information directly to the service provider. If the denial is due to any other reason and you believe that the claim should have been covered, you should follow the procedure set out below for appealing a denial of your benefit claim.

3. Appealing a Denial of Your Benefit Claim

Every effort is made to process your claims promptly and correctly. If your claim for benefits is denied in whole or in part, the Fund Office or its service providers will notify you of the denial in writing. To appeal the denial or payment, you must follow these steps.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

A. Appeals regarding BCBSM Medicare Advantage PPO Plan Benefits

Information on appealing denial of claims for benefits covered by the BCBSM Medicare Advantage PPO Plan is provided in the current “**Evidence of Coverage**” you received when your coverage commenced. To appeal a denial from BCBSM, please contact Customer Service at 1-866-684-8216. (TTY users should call 711). Hours are 8:30 a.m. to 5 p.m., Eastern Time, Monday through Friday. From October 1 through March 31, hours are from 8 a.m. to 9 p.m., Eastern Time, seven days a week, or refer to your Explanation of Benefits (EOB and follow the procedures set out therein.

B. Appeals regarding Dental and Vision Benefits:

If a Fund’s service provider(s) other than the Fund Office denies a claim for Dental Benefits or Vision Benefits (except LASIK), in whole or in part for reasons other than ineligibility of the claimant, you may appeal the denial in the manner set forth in the Fund’s policies of insurance, group enrollments, coverage agreements, administrative services agreements or other documentation with or from its service provider(s), which are incorporated by reference as if printed verbatim herein.

If a claim for Dental Expense Benefits or Vision Expense Benefits is denied based on the you ineligibility for benefits under the Plan at the relevant time, the claimant may appeal the ineligibility determination to the Board of Trustees, which appeal will be determined in accordance with all applicable and effective laws and regulations.

C. Appeals Regarding Eligibility Determinations, Death Benefits, LASIK Benefits and Member’s Assistance Program Benefits

You may appeal a denial of a claim related to an eligibility determination or a claim for Death Benefits, LASIK Benefits and/or Member’s Assistance Program Benefits by writing out the reasons for your disagreement and the facts on which you rely for your claim to benefits and mailing your appeal within 180 days of the notice of denial to the Board of Trustees, Sheet Metal Workers’ Local Union No. 80 Insurance Trust Fund, P.O. Box 1408, Troy, Michigan 48099-1408. No special form is required. Just be sure that what you have written explains your position as clearly as you can state it. You have the right to appoint someone else (such as a lawyer) to prepare and submit your appeal to the Fund. Make sure your name, the last four digits of your social security number, trade and name of the claimant (such as your spouse) are included to avoid delays in processing your appeal.

The claimant or the claimant’s authorized representative on the claimant’s behalf will have the opportunity to review pertinent documents and other information relevant to the claim free of charge if you submit a written request. Reasonable access to, and copies of, relevant information will be provided upon request. Whether information or a document is “relevant” is determined in accordance with ERISA Regulation §2560.503-1(m)(8), 29 CFR 2560.503-1(m)(8).

When a claimant’s appeal is received, it will be reviewed “de novo” (meaning “anew” and without deferring to the initial denial of your claim) and additional materials and information you submit with the appeal, if any, will also be reviewed.

The claimant, or the claimant’s representative, may submit issues, comments, additional legal arguments and new information in writing consideration in the appeal. The review of the appeal

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

will take into account all materials and information received from before the review and decision on your appeal, whether or not that information was previously submitted or considered in the initial determination on the claim.

The Board of Trustees will respond to appeals of denials of claims regarding eligibility and for benefits not administered by Medicare Advantage PPO, Delta Dental or VSP in the following timeframes: no later than 72 hours after receiving an appeal of a denial of a pre-service urgent care claim, no later than 30 days after receiving an appeal of a pre-service non-urgent care claim, and no later than five days after the Board of Trustees' first regularly scheduled meeting following receipt of your appeal of a post-service care claim, unless your appeal is filed less than 30 days prior to such meeting, in which case it will be reviewed at the subsequent Board of Trustees' meeting. (Denials of claims for benefits administered by BCBSM are addressed in the prior section.)

If, due to special circumstances, the Board of Trustees requires additional time to review an appeal of a claim for post-service care, the claimant will be notified in writing of the special circumstances and when a determination will be made. The Board of Trustees will communicate its decision and the reasons for the decision in writing within five days after it makes its decision on your appeal.

The claimant may request a personal appearance before the Board of Trustees, which the Board of Trustees has the discretion to permit or deny, based on whether it concludes that a personal appearance would help the Board to reach its conclusion. Such a request must be made in writing. The claimant may designate someone of his choice to represent him or her at such an appearance at his/her own expense.

You will be notified, in writing, of the Board of Trustees' decision with respect to your appeal, including (if your appeal is denied) the reasons and specific references to Plan documents upon which the Board of Trustees' decision was based.

The Board of Trustees has the sole and exclusive authority and discretion to interpret and to apply the rules of the Plan, the Trust and other rules and regulations of the Fund. Under the law, this authority means that the Board of Trustees' decision shall be upheld unless the court finds that it was arbitrary and capricious. Please note that under the Plan, no action at law or equity may be brought for benefits until all appeal rights have been fully exhausted. Under the terms of the Plan, any lawsuit brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of these under or relating to the Plan is barred unless the complaint is filed within three years after the right of action accrues, unless a shorter time period is established by applicable statute, regulation or case law. You should seek legal advice with respect to these requirements.

CIRCUMSTANCES THAT CAN RESULT IN DENIAL OF OR LOSS OF BENEFITS

The Board of Trustees or its representatives have the authority to deny payment for claims, and the reasons for denial may include one or more of the following:

- The person receiving the benefit was not eligible for any benefits, or for the particular benefit, on the day the expense was incurred. This includes a former spouse or any person no longer eligible as a dependent when an expense was incurred.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

- The claim was not received by the Fund within the applicable claims period from the date the expense was incurred.
- The expense was for services not medically necessary, not covered by the Fund or the expense was not actually incurred.
- The person for whom the claim was filed already received the maximum benefit for the type of benefit; for example, a lifetime maximum, a Benefit Year maximum, etc.
- The person for whom the claim was filed had not yet satisfied any required deductible imposed by the Fund or BCBSM.
- The person for whom the claim was filed (or another person on their behalf) failed to sign the Fund's subrogation agreement, failed to cooperate with the Fund's right of reimbursement or failed to remit the Fund's reimbursable amount from a recovery, including a partial recovery (in which case, future claims will be denied up to the amount of the Fund's reimbursable amount).
- Another entity was primarily responsible for paying benefits (see the Fund's rules on coordination of benefits, above).
- The benefit or the Fund was terminated.

The above list does not list every reason a claim may be denied. It is only representative of the types of circumstances that might lead to a denial of a claim. If you have questions about a claim denial, contact the Fund Office.

EXCLUSIONS AND GENERAL LIMITATIONS

In addition to the exclusions and limitations listed earlier in the Summary and except as may be provided for under the terms of the Plan, the policies of insurance providing benefits, or required by law, the Plan shall not provide benefits for the following, except Death Benefits:

1. **The Plan will NOT provide benefits for treatment of injuries sustained in a motor vehicle accident or other motor vehicle licensed to be on the road or complications resulting for such injuries or accident.** (However, the Plan will provide for treatment of injuries sustained in a motorcycle accident, so long as the accident does not involve an automobile or other non-motorcycle motor vehicle.)
2. The Plan will NOT provide for loss or expense from sickness, or disease which entitles the covered person to benefits under any Workers' Compensation Law, or any Occupational Disease Law, or as a result of any accidental bodily injury which arises out of or in the course of employment for pay or profit, **unless** the person who is seeking benefits payable for such sickness, disease or accidental bodily injury signs an agreement stating that the Fund shall be subrogated to all rights of recovery of that person (or his representative(s)) arising out of any claim or cause of action which may accrue against a third party and to reimburse the Fund for any benefits so paid by the Fund out of monies recovered. If the claimant or his

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

representatives fail to cooperate with the Fund's rights or comply with any of the obligations set out in the Plan or in the Agreement, coverage will immediately terminate even if an agreement has been signed.

3. The Plan will **NOT** provide for services that would not be charged if there was no coverage under this Plan.
4. The Plan will **NOT** provide for care and services available at no cost in veterans, marine or other federal hospital or any hospital maintained by any state or governmental agency.
5. The Plan will **NOT** provide for treatment for temporomandibular joint syndrome (TMJ) and related jaw joint problems by any method other than as set forth in the Fund's policies of insurance, group enrollments, coverage agreements, administrative services agreements or other documentation with its service provider(s).
6. The Plan will **NOT** provide for installation of air conditioning units, humidifiers or dehumidifiers for environmental controls, whirlpools, air filters, bathroom rails, special toilet seats, commodes, chair lifts, or other home-installed devices even if prescribed by a physician, including ergometers and exercycles, bicycles, etc.
7. The Plan will **NOT** provide for services and supplies that are not medically necessary according to accepted standards of medical practice, except that coverage will be provided for reconstruction of the breast on which a mastectomy has been performed, surgery and reconstruction of the other breast for symmetrical appearance and prostheses and physical complications in all stages of mastectomy.
8. The Plan will **NOT** provide for care and services payable by government-sponsored health care programs such as Medicare or TRICARE. However, the Plan will provide for prescription drugs that are payable by a Medicare Part D prescription drug plan, so long as the covered person has not enrolled in Medicare Part D.
9. The Plan will **NOT** provide for treatment of a condition caused by military action or war or determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, performance of service in the uniformed services.
10. The Plan will **NOT** provide for services, care, devices or supplies considered experimental or investigative, except as required by section 2709 of the Public Health Service Act, as added by the Patient Protection and Affordable Care Act.
11. The Plan will **NOT** provide for services for which a charge is not customarily made, services for which the patient is not obligated to pay or services available without cost.
12. The Plan will **NOT** provide for annual physical examinations (except as provided under the BCBSM's Medicare Advantage PPO Plan); routine physical examinations for dependent children or for the employee and spouse; pre-marital examinations; physical examinations and neuropsychological evaluations for litigation purposes; school physicals or camp

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

physicals, immunization injections (except to age 16), or any examination not necessary by reason of sickness, injury or disease.

13. The Plan will **NOT** provide for hospital confinements and/or treatment required by an order of any court of law, even when prescribed by a physician.
14. The Plan will **NOT** provide for coverage for expenses resulting from causes other than sickness, accidental injury or disease, except those incurred as a result of domestic violence. In case of any questionable claims of this type, the Fund will require a copy of any police report and full details regarding the incident.
15. The Plan will **NOT** provide for coverage for expenses resulting from injuries sustained while the person is engaged in any unlawful act, except those incurred as a result of domestic violence.
16. The Plan will **NOT** provide for drugs that require a prescription by state law, but not Federal law.
17. The Plan will **NOT** provide for administration of drugs or any drug consumed at the time and place of the prescription order.
18. The Plan will **NOT** provide for refills not authorized by a physician.
19. The Plan will **NOT** provide for more than a 34-day supply of prescription drugs (except for specified maintenance drugs that are covered for 90 days or a 100-unit dose, whichever is greater).
20. The Plan will **NOT** provide for refills dispensed after one year from the date of the original prescription.
21. The Plan will **NOT** provide for drugs dispensed for cosmetic purposes. However, the Plan will provide coverage for Retin-A for participants over age 26 upon proof of medical necessity.
22. The Plan will **NOT** provide for comprehensive nutritional programs or for visits with specialists in endocrinology when required solely for the purpose of weight loss or for treatment of obesity only or for expense incurred for dietary supplements, nutritional lectures, or weight loss programs and clinics, unless such benefits are provided in connection with covered cardiac rehabilitation services.
23. The Plan will **NOT** provide for drugs for fertility and infertility treatment.
24. The Plan will **NOT** provide for acupuncture services.
25. The Plan will **NOT** provide for smoking cessation treatment, except as provided under the prescription drug benefits provisions.
26. The Plan will **NOT** provide coverage for reversal of sterilization.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

27. The Plan will **NOT** provide coverage for weight loss/weight control drugs.
28. The Plan will **NOT** provide coverage for allergens (may be covered under medical coverage).
29. The Plan will **NOT** provide coverage for blood product (may be covered under medical coverage).
30. The Plan will **NOT** provide coverage for over-the-counter allergy medications.

ADDITIONAL ADMINISTRATIVE MATTERS

1. Payment of Benefits

Benefits are payable individually for you and each of your dependents up to but not to exceed the maximum benefits shown in the Evidence of Coverage for BCBSM Medicare PPO, the Delta Dental Benefits at a Glance, the VSP Vision Benefits Summary and this Summary according to the following provisions:

- All bills from hospitals and doctors who participate with BCBSM will automatically be sent to BCBSM, which pays the Fund's share of the expenses to the hospital or doctor directly to them. You will receive an "Explanation of Benefits" (EOB) from BCBSM telling you what has been paid. You are responsible for paying any amount remaining due.
- Generally, bills from hospitals and doctors who do not participate with BCBSM and some other service providers will be sent directly to you. You may then file a claim at the Fund Office.
- When you receive an EOB from BCBSM, please review it carefully. There may be additional amounts payable by the Fund that have been excluded. Contact the Fund Office with questions in this regard.
- If a person is not mentally, physically or otherwise able to handle his/her business affairs, the Fund may pay benefits to the legally appointed guardian or conservator, or if none, to the individual who has assumed responsibility for the person's primary care and maintenance. If the person dies and the Fund owes benefits, the Fund may make payments to the estate, surviving spouse, parents, child or children or to any individual that the Board of Trustees determines, in its sole discretion, is entitled to the benefits.
- In determining whether a deductible amount has been satisfied, a charge for any service will be considered to have been incurred on the date that the service was provided to the patient.
- Any payment made by the Fund in accordance with these provisions will fully discharge the Fund's liability to the extent of the payment

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

2. Examinations

The Board of Trustees has the right to ask a doctor of its choice to examine a person for whom benefits are being claimed. It also has the right to examine any and all hospital or medical records relating to a claim.

3. Free Choice of Provider

You have the free choice of any provider. However, the amount of benefits paid by the Fund may vary and be limited based on the provider you choose and the provider's participation in a preferred provider organization utilized by the Fund.

4. Board of Trustees Interpretation and Authority; Decisions Regarding Claims

Except as may be provided under contracts entered into by the Fund, under the terms of the Plan and the Trust establishing the Fund, the Board of Trustees has the sole authority to interpret and apply the rules of the Plan, the Trust and any other rules and regulations, procedures or administrative rules adopted by the Board of Trustees. Decisions of the Board of Trustees or, where the responsibility of the Board has been delegated to others, such delegates, will be final and binding on all persons dealing with the Plan or claiming a benefit from the Plan. If a decision of the Board of Trustees or its authorized delegates is challenged in court, the Trust Agreement and the Plan provide that such decision is to be upheld unless a court with proper jurisdiction finds and issues a decision that it was arbitrary and capricious.

All benefits under the Plan are subject to the Board of Trustees' authority under the Trust Agreement to change them. The Board of Trustees has the authority to increase, decrease, change, amend and terminate benefits, eligibility rules or other provisions of the Plan as it may determine to be in the best interests of the Plan participants and beneficiaries.

The Plan is maintained for the exclusive benefit of the Plan's participants and their eligible dependents. All rights and benefits granted to a participant under the Plan are legally enforceable.

The right to change or eliminate any and all aspects of benefits provided for retirees and their dependents is a right specifically reserved to the Board of Trustees, since coverage for retirees and their dependents, like all of the benefits from the Fund, is not an accrued or vested benefit. The Board of Trustees has the authority to amend or terminate such benefits and to modify or increase the self-payment amount for coverage at any time. Any such change shall be effective even though an employee has already become a retiree, or has met the eligibility requirements to retire now or in the future.

5. Workers' Compensation Not Affected

This Plan is not in place of and does not affect any requirement for coverage under any Workers' Compensation law, occupational diseases law or similar law. Benefits which would otherwise be payable under the provisions of these laws will not be paid by the Plan merely because you fail or neglect to file a claim for benefits under the rules of these laws.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

6. Plan Discontinuation or Termination

The Fund and its Plan may be discontinued or terminated under many circumstances – for example, if future collective bargaining agreements and participation agreements do not require contributions to the Plan. In such event, benefits for covered expenses incurred by the termination date will be paid on behalf of eligible participants and their dependents as long as the Fund's assets are more than its liabilities (except as may be covered by contracts of insurance entered into by the Fund, to the extent of premiums paid). Full benefits may not be paid if the Fund's liabilities are more than its assets, and benefit payments will be limited to the funds available. The Board of Trustees will not be liable for the adequacy or inadequacy of such funds. If there are any assets remaining after payment of Fund liabilities, those assets will be used for purposes determined by the Board of Trustees according to the Trust Agreement.

7. Right of Offset

If any payment is made by the Fund to or on behalf of a person who is not entitled to the payment or to the full amount of such payment, the Fund has the right to reduce future payments to that person or to the person responsible for the erroneous payment by the amount of the erroneous payment. This right of offset will not limit the right of the Fund to recover such erroneous payments in any other manner.

8. Legal Actions – IMPORTANT NOTICE

Under the Plan, no action at law or equity may be brought for benefits until all appeal rights have been fully exhausted. Under the terms of the Plan, any lawsuit brought against the Fund, the Board of Trustees, any of the Trustees individually, or any agent of any of these under or relating to the Plan is barred unless the complaint is filed within three years after the right of action accrues, unless a shorter time period is established by applicable statute, regulation or case law. You should seek legal advice regarding this.

Your rights with respect to BCBSM's Medicare Advantage PPO Plan are governed by the rules, regulations and laws governing it.

9. Altered or Forged Claims

Any claim form or other materials submitted by or on behalf of any eligible person that contains a material alteration or forged or false information, including signatures, will be rejected. The Board of Trustees reserves the right to forward such matters to appropriate law enforcement agencies for whatever action deemed appropriate. This will not limit the right of the Fund to recover any losses it suffers as a result of such material in any manner.

LEGAL NOTICES

NOTICE OF SPECIAL ENROLLMENT RIGHTS

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). "Loss of eligibility" includes loss of coverage due to legal separation, death, divorce, termination of employment or reduction of hours. It does not include a loss of coverage due to failure to pay premiums or termination for cause, such as making a fraudulent claim. However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

To request special enrollment or obtain more information, contact the Fund Office at 700 Tower Drive, Suite 300, Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund, P.O. Box 1408, Troy, MI 48099-1408, (248) 641-4980, (800) 400-7710.

NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT NOTICE

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

WOMEN'S HEALTH AND CANCER RIGHTS ACT NOTICE

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedemas, in a manner determined in consultation with the attending provider and the patient.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

If you would like more information on WHCRA benefits, contact the Fund Office at 700 Tower Drive, Suite 300, P.O. Box 1408, Troy, MI 48099-1408, (248) 641-4980, (800) 400-7710.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

ERISA RIGHTS

As a participant in the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

- Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.
- Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage (note: there are limitations on plans' imposing a preexisting condition exclusion, and such exclusions will become prohibited beginning in 2014 under the Affordable Care Act).

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person,

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at (866) 444-EBSA (3272). The web site address for the Employee Benefits Security Administration of the Department of Labor is <http://www.dol.gov/ebsa>.

You can read the materials listed above by making an appointment at the Fund Office during normal business hours. Also, copies of the materials will be mailed to you if you send a written request to the Fund Office. There will a per-page charge for copying some of the materials. Before requesting materials, call the Fund Office and find out the cost. If a charge is made, your check must be attached to your request for the material.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY AND CONTACT THE FUND'S PRIVACY OFFICER IF YOU HAVE ANY QUESTIONS. (The Fund's service providers may have separate Notices of Privacy Practices.)

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

The Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund ("Plan") is required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) to make sure that health information that identifies you is kept private to the extent required by law.

The Plan is also required to give you this Notice regarding

- 1) the Plan's uses and disclosures of Protected Health Information ("PHI")
- 2) your privacy rights with respect to your PHI;
- 3) the Plan's duties with respect to your PHI;
- 4) your right to file a complaint with the Plan and the Secretary of the U.S. Department of Health and Human Services; and
- 5) the person or office to contact for further information about the Plan's privacy practices.

The term "Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic) and, when applicable, includes "genetic information." De-identified information, which does not identify an individual and that cannot reasonably be expected to be used to identify an individual, is not PHI.

This Notice and its contents are intended to conform to the requirements of HIPAA. Please be advised that other entities that provide services to you related to your participation in the Plan have issued or may issue separate notices regarding disclosure of PHI that is maintained on the Plan's behalf by those entities.

How the Plan May Use and Disclose PHI About You

The following categories describe different ways that the Plan uses and discloses PHI. Not every use or disclosure in each category will be listed. However, all of the ways the Plan is permitted to use and disclose information will fall within one of the categories. Except for the purposes described in the categories below, we will use and disclose PHI only with your written authorization. You may revoke such authorization at any time by writing to the Plan's Privacy Officer.

Uses and Disclosures to Carry Out Treatment, Payment and Health Care Operations

For Payment. The Plan may use and disclose PHI about you for payment purposes such as to determine eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers, to determine benefit responsibility under the Plan, or to coordinate Plan coverage. For example, the Plan may tell your health care provider about your eligibility for benefits to confirm whether payment will be made for a particular service. The Plan may also share PHI with a utilization review or precertification service provider. Likewise, the Plan may share PHI with another entity to assist with the coordination of benefit payments.

For Health Care Operations. The Plan may use and disclose PHI about you for Plan operations. These uses and disclosures are necessary to run the Plan. For example, the Plan may use PHI in connection with conducting quality assessment and improvement activities; underwriting, premium rating, and other activities relating to Plan coverage; reviewing and responding to appeals; conducting or arranging for medical review, legal services, audit services, and fraud and abuse detection programs; and general Plan administrative activities. The disclosure of PHI that is genetic information for

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

underwriting purposes is prohibited and the Plan will not disclose any of your genetic information for such purposes.

To Inform You About Treatment, Treatment Alternatives or Other Health Related Benefits. The Plan may use your PHI for treatment purposes and other related benefits. The Plan may use your PHI to identify whether you may benefit from communications from the Plan regarding (1) available provider networks or available products or services under the Plan, (2) your treatment, (3) case management or care coordination, or (4) recommended alternative treatments, therapies, health care providers, or settings of care. For instance, the Plan may forward a communication to a participant who is a smoker regarding a smoking-cessation program.

For Disclosure to the Fund's Board of Trustees. The Plan may disclose your PHI to the Plan's Board of Trustees (Plan Sponsor) for plan administration functions performed by the Plan Sponsor on behalf of the Plan including, but not limited to, reviewing appeals. The Plan may use or disclose "summary health information" to the Plan Sponsor for obtaining premium bids or for modifying, amending or terminating the group health plan. "Summary health information" is information that summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Plan Sponsor has provided health benefits under a group health plan and from which identifying information has been deleted in accordance with federal regulations.

Business Associates. The Plan may disclose PHI to its business associates that perform functions on the Plan's behalf or provide the Plan with services if the information is necessary for such functions or services. For example, the Plan may use another company to perform billing services on its behalf. All of the Plan's business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in their agreement with the Plan.

Other Uses and Disclosures for Which Consent, Authorization or Opportunity to Agree or Object is Not Required

When Legally Required. The Plan will disclose your PHI when it is required to do so by any federal, state or local law.

For Public Health Activities. The Plan may disclose your PHI for public health activities such as the reporting of vital events such as birth or death or the tracking of products regulated by the Food and Drug Administration.

For Reporting Abuse, Neglect or Domestic Violence. The Plan may disclose your PHI when required by law to report information about abuse, neglect or domestic violence to public authorities if there exists a reasonable belief that you may be a victim of abuse, neglect or domestic violence. In such case, the Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law when the parents or other representatives may not be given access to the minor's PHI.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

To Conduct Health Oversight Activities. The Plan may disclose your PHI to a health oversight agency for authorized activities including audits, civil administrative or criminal investigations, inspections, licensure or disciplinary action. However, the Plan may not disclose your PHI if you are the subject of an investigation and the investigation does not arise out of or is not directly related to your receipt of health care or public benefits.

In Connection With Judicial and Administrative Proceedings. As permitted or required by state law, the Plan may disclose your PHI in the course of any judicial or administrative proceeding in response to an order of a court or administrative tribunal as expressly authorized by such order or in response to a subpoena, discovery request or other lawful process, but only when the Plan receives satisfactory assurance from the party seeking the information that reasonable efforts have been made to you of the request or, if such assurance is not forthcoming, if the Plan has made a reasonable effort to notify you about the request or to obtain an order protecting your PHI.

For Law Enforcement Purposes. As permitted or required by state law, the Plan may disclose your PHI to a law enforcement official for certain law enforcement purposes, including the reporting of certain types of wounds, upon the request of a law enforcement official for locating a suspect, fugitive, material witness, missing person, or crime victim, to report a death, to report a crime on the premises and to report a crime in a medical emergency. A disclosure of information about an individual who is or is suspected to be a crime victim may be made only if a) the individual agrees to the disclosure or the Plan is unable to obtain the individual's agreement because of emergency circumstances, b) the law enforcement official represents that the information is not intended to be used against the individual and the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and c) the Plan determines disclosure is in the best interest of the individual as determined by the exercise of its best judgment.

To Coroners, Medical Examiners and Funeral Directors. The Plan may release PHI to coroners or medical examiners for duties authorized by law or to funeral directors consistent with applicable law.

Organ and Tissue Donation. If you are an organ donor, the Plan may release PHI to organizations that handle organ procurement or transplantation.

For Research. The Plan may disclose your PHI for research subject to certain conditions regarding the manner in which the research is conducted.

In the Event of a Serious Threat to Health or Safety. The Plan may disclose your PHI if necessary to prevent or lessen a serious and imminent threat to your health or safety or to the health and safety of the public or another person when consistent with applicable law and standards of ethical conduct and the Plan in good faith believes such use or disclosure is necessary.

For Specified Government Functions. In certain circumstances, federal regulations may require the Plan to use or disclose your PHI to facilitate specified government functions related to the military and veterans affairs, national security and intelligence activities, protective services for the president and others, and correctional institutions and inmates.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

For Workers' Compensation. The Plan may release your PHI to the extent necessary to comply with laws related to workers' compensation or similar programs.

Other Uses and Disclosures

The Plan will not (1) supply confidential information to another entity for its marketing purposes in violation of the privacy regulations, or (2) sell your confidential information in violation of the privacy regulations.

Other uses and disclosures of your PHI not covered by this Notice or the laws that apply to the Plan will be made only if you provide a written authorization.

The Plan asks you to complete an authorization form if you would like someone, such as a spouse, to be able to have access to your PHI.

If you provide the Plan with written authorization to use or disclose your PHI, you may revoke that permission, in writing, at any time. If you revoke your permission, the Plan will no longer use or disclose PHI about you for the reasons covered by your written authorization. You understand that the Plan is unable to take back any disclosures that the Plan has already made with your permission.

YOUR RIGHTS REGARDING THE PRIVACY OF YOUR PERSONAL HEALTH INFORMATION

You have the following rights:

The right to request restrictions or limitations on the PHI the Plan uses or discloses about you for treatment, payment or health care operations. You also have the right to request a limit on the PHI we disclose to someone involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not share information about a particular diagnosis or treatment with your spouse. The Plan is not, however, required to agree to your request with the exception of a request for a restriction of a disclosure of PHI pertaining solely to a health care item or service for which the health care provider involved has been paid out of pocket that is for purposes of carrying out payment or health care operations (and not for the purposes of carrying out treatment).

To request restrictions, you must make your request in writing to the Plan's Privacy Officer. In your request, you must tell the Plan (1) what information you want to limit, (2) whether you want to limit the Plan's use, disclosure or both; and (3) to whom the limits apply.

The right to request to receive confidential communication of your PHI by an alternative means or at an alternative location if a disclosure of your PHI could endanger you. The request must be made in writing to the Plan's Privacy Officer and must specify the alternative location or other method of communication that you prefer (for example, using an alternate address). Your request must include a statement that the restriction is necessary to prevent a disclosure that could endanger you. The Plan does not refuse to accommodate such a request unless the request imposes an unreasonable administrative burden. If the request is granted, the documentation of your request will be placed in your record.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

The right to access documents regarding your eligibility, payment of claims, appeals or other similar documents in your Designated Record Set for inspection and/or copying. If the information you request is in an electronic health record, you may request that these records be transmitted electronically. Your request for access to documents with your PHI must be in writing to the Plan's Privacy Officer. When a request for access is accepted (in whole or in part), you will be notified of the decisions and you may then inspect the PHI, copy it, or both, in the form or format requested at a time and place convenient to you and the Plan. If you would like, you may receive a summary of the requested PHI instead of your entire record, for a reasonable fee. You may also receive a copy of your PHI by mail if you prefer. (The Plan charges a reasonable, cost-based fee for copying, including labor and supplies [for instance, paper, computer disks] and for postage if you request that the information be mailed. No fee is charged for retrieving or handling the PHI or for processing the participant's request for access.)

If a request for access is denied (in whole or in part), the Plan will grant access to PHI for which there are no grounds to deny access. The Plan will also inform you why your request for access was denied, how to appeal the denial (if the denial is reviewable), and how to file complaints with the Plan and/or the U.S. Department of Health and Human Services. If you request a review and the denial is reviewable, the Plan will designate a licensed health care professional, not involved in the original denial decision, to serve as a reviewing official, and will notify you in writing of the reviewing official's determination.

The right to request to amend your PHI if it is inaccurate or incomplete. You may request that your PHI be amended. That request must be in writing to the Fund's Privacy Officer and include a reason why your PHI should be amended. If you do not include a reason, the Plan will not act on the request. When a request for amendment is accepted (in whole or in part), the Plan will inform you that your request for amendment has been accepted. The Plan will request from you permission to contact other individuals or health care entities that you identify that need to be informed of the amendment(s), and will inform them and other entities with whom the Plan does business who may rely on the disputed PHI to your detriment. The Plan will identify the record(s) that are the subject of the amendment request and will append the amendment to the record.

If a request for amendment is denied, you will be notified why the request was denied (e.g., the information requested was not created by the Plan, is accurate and complete, is not part of the record, or may not legally be changed such as information compiled in anticipation of a civil, criminal or administrative proceeding), how to file a statement of disagreement or a request that the Plan provide the request for amendment and the denial in any future release of the disputed PHI, and how to file a complaint with the Plan or the U.S. Department of Health and Human Services. If you choose to write a statement of disagreement with the denial decision, the Plan may write a rebuttal statement and will provide a copy to the participant, and the Plan will include the request for amendment, denial letter, statement of disagreement, and rebuttal (if any), with any future disclosures of the disputed PHI. If you do not choose to write a statement of disagreement with the denial decision, the Plan is not required to include the request for amendment and denial decision letter with future disclosures of the disputed PHI unless you request the Plan to do so. When the Plan receives notification that your PHI has been amended, the Plan will ensure that the amendment is appended to your records, and will inform entities with whom it does business that may use or rely on your PHI of the amendment and require them to make the necessary corrections.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

The right to obtain an accounting of disclosures of your PHI. The right to an accounting extends to disclosures, other than disclosures made (1) for the purposes of treatment, payment or health care operations, including those made to business associates (vendors), (2) to an individual (or personal representative) about his or her own PHI, (3) incident to an otherwise permitted use or disclosure, (4) pursuant to an authorization, (5) to persons involved in the patient's care or other notification purposes, (6) as part of a limited data set, (7) for national security or intelligence purposes and (8) to correctional institutions or law enforcement officials.

To request an accounting of disclosures, you must submit your request in writing to the Plan's Privacy Officer. Your request must specify a time period, which may not be longer than six (6) years. You may request and receive an accounting of disclosures once during any twelve (12) month period for no charge. If you request more than one accounting within the same twelve (12) month period, a reasonable, cost-based fee may be charged. The Plan will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

You also have the right to an accounting of disclosures of electronic health records for purposes of payment, treatment and health care operations. The right to such an accounting depends on whether the Plan maintains such electronic health records and, if so, when the electronic health records were acquired by the Plan and when the disclosure occurred.

The right to receive a paper copy of this Notice and any revisions to this Notice. You may request a copy of this Notice in writing to the Plan's Privacy Officer at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice.

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- a power of attorney for health care purposes;
- a court order of appointment of the person as the conservator or guardian of the individual; or
- a birth certificate identifying the parent of a minor child.

The Plan retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

LEGAL DUTIES OF THE SHEET METAL WORKERS' LOCAL UNION NO. 80 INSURANCE TRUST FUND REGARDING YOUR HEALTH INFORMATION

The Plan is required by law to maintain the privacy of your PHI as set forth in this Notice and to provide to you this Notice of its duties and privacy practices. If your PHI is improperly accessed, acquired, used, or disclosed, the Plan will notify you, as required by law. That notification may include a description of what happened, the information involved, and the steps you can take to protect yourself.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

The Plan is required to abide by the terms of this Notice, which may be amended from time to time. The Plan reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all PHI the Plan has about you as well as any information the Plan receives in the future. If the Plan changes its policies and procedures, the Plan will revise the Notice and will provide a copy of the revised Notice to you within 60 days of the change.

Minimum Necessary Standard

When using, disclosing or requesting PHI, the Plan will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations. When required by law, the Plan will restrict disclosures to the limited data set, or otherwise as necessary, to the minimum necessary information to accomplish the intended purpose. However, the minimum necessary standard will not apply in the following situations:

- disclosures to or requests by a health care provider for treatment;
- uses or disclosures made to the individual or pursuant to an authorization;
- disclosures made to the Secretary of the U.S. Department of Health and Human Services;
- uses or disclosures that are required by law; and
- uses or disclosures that are required for the Plan's compliance with legal regulations.

YOUR RIGHT TO FILE A COMPLAINT

You have the right to express complaints to the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund and to the Secretary of the Department of Health and Human Services if you believe that your privacy rights have been violated. Any complaints to the Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund should be made in writing to the Fund's Privacy Officer. The Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund encourages you to express any concerns you may have regarding the privacy of your information. You will not be retaliated against in any way for filing a complaint.

FOR MORE INFORMATION CONTACT THE PRIVACY OFFICER

For questions about this Notice, to exercise your privacy rights, or to file a complaint, contact the Plan's Privacy Officer, Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund, P.O. Box 1408, Troy, MI 48099-1408, (248) 641-4980.

SOCIAL SECURITY NUMBER PRIVACY POLICY

The Sheet Metal Workers' Local Union No. 80 Insurance Trust Fund is required by Michigan law to make sure that your Social Security number and the Social Security numbers of your family members are kept private as set forth in that law.

The law permits the Fund to use Social Security numbers to verify your identity and the identities of your family members and to perform other functions related to providing health and welfare benefits under the Fund's Plan. Therefore, the Fund will continue to require Social Security numbers on application and enrollment forms. When your employer pays contributions on your behalf, the

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

law permits your employer to provide the Fund with your Social Security number so that the Fund may determine your eligibility status. The law also permits the Fund to use Social Security numbers when authorized or required to do so by state or federal statute, by court order, or pursuant to legal discovery or process. The Fund will ensure to the extent practicable the confidentiality of those Social Security numbers.

In order to protect your privacy and in compliance with the law, the Fund's third-party administrator, BeneSys, Inc. (BeneSys), and Blue Cross/Blue Shield of Michigan (BCBSM), will use alternate identification numbers wherever feasible, including on benefits cards and explanations of benefits. BeneSys and BCBSM do not print Social Security numbers on the exterior of any envelope or package sent through the mail or in a manner that can be seen from the exterior of such envelope or package. The Fund's website is secure and permits participants to access information through use of a password other than their Social Security number.

Only employees of BeneSys and agents and employees and agents other Fund service providers such as BCBSM may access the Social Security numbers of Fund participants and family members and only as necessary to provide services to the Fund. BeneSys uses practical means to limit access to written and electronic records in its possession that contain Social Security numbers to those employees and agents whose job duties require such access, such as securing areas where Social Security number information is located when not in use and requiring the use of passwords for access to electronic files containing Social Security numbers. BeneSys disposes of documents that contain Social Security numbers that the Fund is not actively using or is not otherwise obligated to retain by shredding and other processes that protect the confidentiality of the Social Security numbers. Employees of BeneSys employees and agents must not disclose Social Security numbers by publicly displaying more than four sequential digits of a Social Security number or in any other manner prohibited by law.

The Fund notifies all service providers that they must ensure, to the extent practicable, the confidentiality of all Social Security numbers related to Fund participants and their families as required by law. The Fund may take action regarding service providers who fail to protect adequately the confidentiality of those Social Security numbers, including the termination of contracts.

YOUR RIGHTS AND PROTECTIONS AGAINST SURPRISE MEDICAL BILLS

When you get emergency care or get treated by a nonparticipating provider at a participating hospital or ambulatory surgical center, you are protected from balance or surprise billing.

What is balance billing?

Balance billing – sometimes called surprise billing – is when you see a doctor or other health care provider, you may owe certain out-of-pocket costs, such as a co-payment, coinsurance or deductible. You may have other costs or have to pay the entire bill if you see a provider or visit a health care facility that doesn't participate with your health plan.

“Nonparticipating” describes providers and facilities that haven't signed a contract with your health plan. Nonparticipating providers may be permitted to bill you for the difference between what your plan agreed to pay and the full amount charged for a service. This is called “**balance billing**.” This

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.

amount is likely more than in-network costs for the same service and might not count toward your annual out-of-pocket limit.

“Surprise billing” is an unexpected balance bill. This can happen when you can’t control who is involved in your care — such as when you have an emergency or schedule a visit at a participating facility but are unexpectedly treated by a nonparticipating provider.

You are protected from balance billing for:

Emergency services

If you have an emergency medical condition and get emergency services from a nonparticipating provider or facility, the most the provider or facility may bill you is your plan’s in-network out-of-pocket amount (such as co-payments, coinsurance and deductibles). You can’t be balance billed for these emergency services. This includes services you may get after you’re in stable condition unless you give written consent and give up your protections not to be balanced billed for these post-stabilization services.

Depending on your plan, you may have additional protections under Michigan law if you receive post-stabilization services from a nonparticipating provider when you’re in a participating facility. If your plan is governed by Michigan law, those providers can’t balance bill you even if you give written consent.

Certain services at a participating hospital or ambulatory surgical center

When you get services from a participating hospital or ambulatory surgical center, certain providers there may be nonparticipating. In these cases, the most those providers may bill you is your plan’s in-network out-of-pocket amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist or intensivist services. These providers **can’t** balance bill you and may **not** ask you to give up your protections not to be balance billed.

If you get other services at these participating facilities, nonparticipating providers can’t balance bill you unless you give written consent and give up your protections. **You’re never required to give up your protections from balance billing. You also aren’t required to get care from a nonparticipating provider. You can choose a provider or facility in your plan’s network.**

When balance billing isn’t allowed, you also have the following protections:

- You’re only responsible for paying your share of the cost (such as co-payments, coinsurance and deductibles that you would pay if the provider or facility was in network). Your health plan will pay nonparticipating providers and facilities directly.
- Your health plan generally must:
 - Cover emergency services without requiring you to get approval for services in advance (prior authorization)
 - Cover emergency services by nonparticipating providers

- Base what you owe the provider or facility (out-of-pocket costs) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits
- Count any amount you pay for emergency services or services rendered by nonparticipating providers in the circumstances outlined above toward your deductible and out-of-pocket limit

If you believe you've been incorrectly billed, contact the No Surprises Help Desk at 1-800-985-3059. Visit <http://michigan.gov/difs> for more information about your rights under Michigan law.

IN CASE OF CONFLICT, THE PLAN, NOT THIS SUMMARY WILL GOVERN.