



# Utah Pipe Trades Trust Funds

Pension  
Health and Welfare

## SUMMARY OF MATERIAL MODIFICATIONS November 2025

This Notice, called a summary of material modifications (“SMM”), advises you of certain material modifications that have been made to the Plan Document/Summary Plan Description (“SPD”) for the Utah Pipe Trades Welfare Trust Fund dated January 1, 2020 (the “Plan”), as modified by prior SMMs. Please be sure that you and your covered family members read this notice carefully. It should be kept with your SPD (including the Cigna benefits booklet that is part of the SPD), prior SMMs, and annual Summary of Benefits and Coverage (SBC) notices for future reference.

### Temporary Extension of Dental and Vision Benefit

The Trustees have extended the Plan’s temporary dental and vision care reimbursement benefit described in Section VII of the SPD to once again apply for the 2026 calendar year. The available annual reimbursement amount under this benefit for eligible dental and/or vision claims will remain at \$1,500 per covered family for 2026. Please see Section VII of your SPD for the full description of this benefit. Go to [www.utpipetradesbenefits.org](http://www.utpipetradesbenefits.org) for a claim form and see Section XI of your SPD for more information on how to file a claim.

### 2026 Plan Year SBC and Out-Of-Pocket Maximum

Enclosed you will find the Plan’s 2026 Summary of Benefits and Coverage (SBC). This document offers an overview of your health benefits, including deductibles, covered services, and out-of-pocket costs for the 2026 calendar year. There are no changes to the Plan’s annual out-of-pocket maximum for Covered Medical Expenses and Outpatient Prescription Drugs from 2025.

### COBRA Rates

Effective January 1, 2026, the Self-Pay rate for COBRA continuation coverage is as follows:

Eligibility Class	Current COBRA Rate (effective 1/1/2025)	COBRA Rate (effective 1/1/2026)
Regular COBRA*	\$1,294/month	\$1,569/month
<i>*rate for first 3 months for participants who lost “hour bank” coverage</i>	\$1,114/month	\$1,191/month
11-month Disability Extension	\$1,903/month	\$2,308/month



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## Hinge Health and Oshi Health

The Trustees are pleased to announce that beginning January 1, 2026, the Plan will offer Hinge Health, a program that provides virtual specialized care for musculoskeletal issues, such as virtual physical therapy, exercise therapy, and pelvic floor therapy.

As a reminder, the Plan also offers Oshi, a program designed to address the root cause of digestive and gastrointestinal issues and which provides next-day virtual visits and access to in-network gastrointestinal specialists.

Both Oshi Health and Hinge Health are available to adult Active Participants and their adult Dependents covered under the Plan, at no additional cost. Please see the enclosed materials for more information about the programs.

## Hour Bank Credits for Apprentices

Under the Plan, eligibility for Plan benefits is generally determined under an “hour bank” system, which also lets you build up hours of eligibility for use during periods of slack employment or layoff. Covered Hours are your work hours for which your Employer must contribute to the Trust Fund. Covered Hours are credited to your hour bank account for the month you worked the hours.

The Trustees are pleased to announce that effective January 1, 2026, Indentured Apprentices who attend the required daytime training program administered by the Utah Career Center shall be provided hour bank credits in the amount of actual hours of training, not to exceed 40 hours in any week.

Should you have any questions regarding the benefit changes described above, please contact the Administrative Office (BeneSys) at 877-416-8181.

***Receipt of this notice does not constitute a determination of your eligibility. If you wish to verify eligibility, or if you have any questions regarding the Plan changes, please contact the Administrative Office.***

*This document has been uploaded and is available on the participant website at  
[www.utpipetradesbenefits.org](http://www.utpipetradesbenefits.org)*



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## SUMMARY OF MATERIAL MODIFICATIONS APRIL 2024

This Notice, called a summary of material modifications (“SMM”), advises you of certain material modifications that have been made to the Plan Document/Summary Plan Description (“SPD”) for the Utah Pipe Trades Welfare Trust Fund dated January 1, 2020 (the “Plan”), as modified by prior SMMs. Please be sure that you and your covered family members read this notice carefully. It should be kept with your SPD (including the Cigna benefits booklet that is part of the SPD), prior SMMs, and annual Summary of Benefits and Coverage (SBC) notices for future reference.

### **Audiant Bone Conductors and Bone Anchored Hearing Aids (BAHAs) Benefit Change**

The Trustees are pleased to announce that effective for services on or after March 1, 2024, Audiant Bone Conductors and Bone Anchored Hearing Devices will be covered under the Plan where Medically Necessary, subject to the same Deductibles, Coinsurance, Copayments and Prior Authorization Requirements\* as all other Covered Expenses under the Plan. These devices are not considered to be standard hearing aids, and therefore are not subject to the hearing aid limitations under the Plan.

### **These changes are effective for Bone Conductors and Bone Anchored Hearing Devices obtained on or after March 1, 2024.**

\*As noted in the Plan’s SBC, a \$750 penalty applies for failure to obtain precertification for out-of-network outpatient surgery, out-of-network hospital stays, and many other out-of-network services.

Should you have any questions regarding the benefit change described above, please contact the Administrative Office (BeneSys) at 877-416-8181.

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## SUMMARY OF MATERIAL MODIFICATIONS OCTOBER 2023

This Notice, called a summary of material modifications (“SMM”), advises you of certain material modifications that have been made to the Plan Document/Summary Plan Description (“SPD”) for the Utah Pipe Trades Welfare Trust Fund dated January 1, 2020 (the “Plan”), as modified by prior SMMs. Please be sure that you and your covered family members read this notice carefully. It should be kept with your SPD (including the Cigna benefits booklet that is part of the SPD) for future reference.

### **Prescription Drug Benefit Program Changes**

**The Trustees are always looking for better ways to provide our participants and their families with the most cost-effective quality health care. Recently we worked closely with Express Scripts (ESI), the Plan’s pharmacy benefit manager, to develop programs intended to save you and the Fund money on your outpatient prescription medications. These changes are effective for prescriptions purchased on or after January 1, 2024.**

**SaveOnSP Specialty Pharmacy Copay Assistance Program:** Effective for prescriptions purchased on or after January 1, 2024, the Plan will provide a Specialty Pharmacy Copay Assistance Program through SaveOnSP for certain specialty drugs. This program is intended to help both you and the Fund save money on certain specialty medications by obtaining copay assistance from drug manufacturers when it is available. Specialty drugs are high-cost medications used to treat complex chronic conditions. These drugs are typically prescribed to a small percentage of members in a health plan. If you are taking a qualifying drug, SaveOnSP will contact you to participate in the program. If you enroll in the Specialty Pharmacy Copay Assistance Program, the specialty drug will be provided at no cost to you after the manufacturer’s coupon is applied. If you do not enroll in the program, you must pay the full copay (which is greater than the Plan’s regular coverage of 50% coinsurance up to a \$60 maximum). More information is available at [www.saveonsp.com](http://www.saveonsp.com).


SaveOnSP targets 300+ drugs for the following therapy classes and conditions:


Asthma & Allergy	Central Nervous System	Enzyme Replacement/Disorder
Blood Cell Deficiency	Cystic Fibrosis	Gastrointestinal
Cancer	Endocrine	Growth Hormone
Cardiovascular		

Hemophilia	Inflammatory Conditions	Psychotherapeutic
Hepatitis C	Multiple Sclerosis	Pulmonary Hypertension
Hereditary Angioedema	Ophthalmic	Thrombocytopenia
Hormonal Agent	Osteoporosis	

You are not required to participate in the Specialty Pharmacy Copay Assistance Program; however, you must participate in order to receive the higher benefits under the Plan for your qualifying specialty medications. Those who do not participate in the program will be responsible for a higher copay for certain specialty drugs, higher than the Plan's regular coverage of 50% coinsurance up to a \$60 maximum. These copays are subject to change. Drugs subject to the SaveOnSP program are classified as non-essential health benefits. Therefore, copays and/or coinsurance for these drugs will not apply toward your out-of-pocket limit whether paid through the program or directly by you (because you choose not to participate in the program). **This could result in a much higher cost share for those who choose not to participate in the program.**

### Patient Savings Example

 Sue <b>ENROLLS</b> in SaveOnSP to save on her specialty medications.	
Current copay	\$100
New Copay	\$1,000
Final Cost	\$0
SaveOnSP will monitor Sue's account to make sure <i>she incurs no cost (\$0).</i>	

 Sue <b>DOES NOT ENROLL</b> in SaveOnSP to save on her specialty medications.	
Current copay	\$100
New Copay	\$1,000
Final Cost	\$1,000
SaveOnSP cannot monitor Sue's account. <i>She is responsible for the copay amount on the attached list.</i>	

For questions and assistance with the Specialty Pharmacy Copay Assistance Program, contact SaveOnSP at 800-683-1074.

**Prior Authorization:** Effective for prescriptions purchased on or after January 1, 2024, the Plan requires that certain prescription medications be reviewed and approved before they are covered by the Plan. During the review process, your doctor can provide Express Scripts with more detailed information about your prescription to make sure that its use falls within the Plan's rules. These rules are based on the product information approved by the FDA, as well as published clinical trials and guidelines.

If a medication that you or one of your dependents is currently taking appears on the list of drugs requiring prior authorization, ask your doctor to visit the ESI online portal at [www.esrx.com/PA](http://www.esrx.com/PA) or call ESI at 800-417-1764 to arrange for a review of your medication. **If your doctor doesn't visit the online portal or call the toll-free number to get an approval, then you'll be responsible for the full cost of your medication.**

If you have questions regarding this benefit change, please call Express Scripts at 800-282-2881.

**Step Therapy:** There are many medications within each drug category. Frequently, the newest drug being marketed is also the most expensive option and not necessarily the most effective. In fact, many times a less costly drug can provide the same medical results. For new prescription drugs filled on or after January 1, 2024, if you are prescribed a medication on the “Step 2 Medication List”, you must have tried and failed one of the medications on the “Step 1 Medication List” before the Fund will cover the Step 2 Medication. If your Physician feels that you must have access to the Step 2 without trying the Step 1 drug, you may file an appeal with the Fund or your physician can request an exception by contacting Express Scripts.

- Step 1 drugs are typically generic and lower-cost brand name drugs proven to be safe, effective and affordable. In most cases, they provide the same health benefit as a more expensive drug, at a lower cost.
- Step 2 and Step 3 drugs are typically brand-name drugs that are best suited for only a small number of patients who don’t respond to Step 1 drugs. These drugs are the most expensive options.

You and your family members may be currently taking medications that will cost you more under this program and may no longer be covered under the Plan unless you agree to undertake a trial of a preferred alternative medication. These alternative medications work just as well for most people, and they typically cost a lot less than the medications you or your family members might be currently taking.

**If you or your family members are taking Step 2 or Step 3 drugs on the effective date of the Step Therapy Program and these drugs were covered by the Plan in 2023, you and your family members will NOT be “grandfathered” under the 2023 Outpatient Prescription Drug Benefits. All Plan participants and their dependents will be automatically enrolled in the Step Therapy Program for 2024.**

If you have questions regarding this benefit change, please call Express Scripts at 800-282-2881.

**Drug Quantity Management:** Drug quantity management is a program that makes sure patients are using medications at doses that have been proven effective. It provides the medication you need for good health and the health of your family while making sure you receive them in the amount – or quantity – considered to be safe and effective.

For example, your doctor might write a prescription for two 20mg pills once a day. If the medication is available as a 40mg pill, you would need just one a day. Asking your doctor to prescribe the 40mg strength can save you and your Plan money.

When you submit a prescription for a drug that has quantity limits, your pharmacist should see a note in the system indicating that your medication isn't covered for the amount prescribed. This could mean you may have asked for a refill too soon or that your doctor wrote a prescription for a quantity larger than your Plan covers. If the quantity is too large, you can choose one of these options:

- Have your pharmacist fill your prescription for the amount that your Plan covers. You will pay the appropriate copayment, but you may need to fill this prescription more often — for instance, twice a month instead of once a month — which means you pay a copay more often.
- Ask your pharmacist to call your doctor. They can discuss changing your prescription to a higher strength, if one is available. In most cases, if your doctor approves this change, you will have fewer copayments because you will receive your prescription just once a month.

If you have questions regarding this benefit change, please call Express Scripts at 800-282-2881.

## **Other Benefit Changes**

### **Dental and Vision Care Reimbursement Benefit for 2024:**

The Trustees have extended the Plan's temporary dental and vision care reimbursement benefit described in Section VII of the SPD to once again apply for the 2024 calendar year. The available annual reimbursement amount under this benefit for eligible dental and/or vision claims will remain at \$1,500 per covered family for 2024. Please see Section VII of your SPD for the full description of this benefit. Additionally, please note that if you prepay for dental or vision services (for example, under a program with your dentist that provides a discount where you prepay for services that will be received in the future), the amount that you pay for the services will be eligible for reimbursement when the services are received (i.e., when the expenses are "incurred") not at the time you make the prepayment.

### **Colonoscopy Coverage:**

The Plan now covers all colonoscopies from in-network providers at 100% with no cost-sharing regardless of whether the colonoscopy would be considered "Preventive Care" under the federal Affordable Care Act. Previously, only colonoscopies that met the criteria for "Preventive Care" were covered at 100% with no cost sharing. Colonoscopies received out-of-network remain covered at 60% after meeting the Plan deductible. This change is effective July 1, 2023.

### **External Prosthetic Appliances:**

As explained in the Plan's July 2021 SMM, the Plan now provides a benefit for external prosthetic appliances, such as wigs and hairpieces, when medically necessary for alopecia as a result of chemotherapy, radiation therapy, and second- or third-degree burns. This benefit is limited to one per lifetime subject to a \$300 limit. This benefit was initially adopted with an effective date of

August 1, 2021, but has now been extended to apply to any claims incurred on or after January 1, 2021.

### **End of the COVID-19 Federal Emergency Declarations:**

As described in prior SMMs, the Plan provided certain federally-mandated benefits during the COVID-19 Public Health Emergency period, and federal law also mandated the extension of certain plan deadlines for up to one year during the period of the COVID-19 “Outbreak Period” (which began on March 1, 2020 and extended through the end of the COVID-19 National Emergency plus 60 days). The federally-declared COVID-19 Public Health Emergency and National Emergency ended on May 11, 2023, impacting the Plan as follows:

*COVID-19 Testing:* After May 11, 2023, over-the-counter COVID-19 tests are no longer covered, and COVID-19 tests at your provider’s office (and the related office visit) are subject to the same Plan coverage and cost-sharing rules that apply to other tests and office visits.

*COVID-19 Vaccines:* After May 11, 2023, COVID-19 vaccines that qualify as “Preventive Care” under the Affordable Care Act continue to be covered at 100% with no cost-sharing as long as they are received in-network. COVID-19 vaccines received out-of-network are not covered

*Deadline Extensions:* As described in the Plan’s April 2021 Summary of Material Modifications (SMM), certain Plan deadlines were extended during the coronavirus “Outbreak Period” (with a maximum deadline extension of one year). The deadlines that were extended included the periods for notifying the Plan of a COBRA qualifying event and for electing and paying for COBRA continuation coverage, the period for enrolling new dependents in the Plan following a HIPAA special enrollment event, and the periods for filing a claim for benefits or an appeal of a denied claim. The Outbreak Period began on March 1, 2020, and ended on July 10, 2023 (60 days after the end of the National Emergency declaration). Suspended deadlines therefore began to run again after July 10, 2023. For more information about the extension rule, see the April 2021 SMM.

Should you have any questions regarding the other benefit changes described above, please contact the Administrative Office (BeneSys) at 877-416-8181.

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## SUMMARY OF MATERIAL MODIFICATIONS AUGUST 2023

This Notice, called a summary of material modifications (“SMM”), advises you of certain material modifications that have been made to the Plan Document/Summary Plan Description (“SPD”) for the Utah Pipe Trades Welfare Trust Fund dated January 1, 2020 (the “Plan”), as modified by prior SMMs. Please be sure that you and your covered family members read this notice carefully. It should be kept with your SPD (including the Cigna benefits booklet that is part of the SPD) for future reference.

### **Colonoscopy Coverage:**

The Plan now covers all colonoscopies from in-network providers at 100% with no cost-sharing regardless of whether the colonoscopy would be considered “Preventive Care” under the federal Affordable Care Act. Previously, only colonoscopies that met the criteria for “Preventive Care” were covered at 100% with no cost sharing. Colonoscopies received out-of-network remain covered at 60% after meeting the Plan deductible. This change is effective July 1, 2023.

### **External Prosthetic Appliances:**

As explained in the Plan’s July 2021 SMM, the Plan now provides a benefit for external prosthetic appliances, such as wigs and hairpieces, when medically necessary for alopecia as a result of chemotherapy, radiation therapy, and second- or third-degree burns. This benefit is limited to one per lifetime subject to a \$300 limit. This benefit was initially adopted with an effective date of August 1, 2021, but has now been extended to apply to any claims incurred on or after January 1, 2021.

### **End of the COVID-19 Federal Emergency Declarations:**

As described in prior SMMs, the Plan provided certain federally-mandated benefits during the COVID-19 Public Health Emergency period, and federal law also mandated the extension of certain plan deadlines for up to one year during the period of the COVID-19 “Outbreak Period” (which began on March 1, 2020 and extended through the end of the COVID-19 National Emergency plus 60 days). The federally-declared COVID-19 Public Health Emergency and National Emergency ended on May 11, 2023, impacting the Plan as follows:

◆◆Physical Address: 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566 ◆◆Mailing Address: P.O. Box 1975, San Ramon, California 94583

◆◆Phone 925.398.7041 ◆◆Toll Free 877.416.8181 ◆◆Facsimile 925.462.0108

◆◆www.utpipetradesbenefits.org ◆◆staff@utpipetradesbenefits.org

*COVID-19 Testing:* After May 11, 2023, over-the-counter COVID-19 tests are no longer covered, and COVID-19 tests at your provider's office (and the related office visit) are subject to the same Plan coverage and cost-sharing rules that apply to other tests and office visits.

*COVID-19 Vaccines:* After May 11, 2023, COVID-19 vaccines that qualify as "Preventive Care" under the Affordable Care Act continue to be covered at 100% with no cost-sharing as long as they are received in-network. COVID-19 vaccines received out-of-network are not covered

*Deadline Extensions:* As described in the Plan's April 2021 Summary of Material Modifications (SMM), certain Plan deadlines were extended during the coronavirus "Outbreak Period" (with a maximum deadline extension of one year). The deadlines that were extended included the periods for notifying the Plan of a COBRA qualifying event and for electing and paying for COBRA continuation coverage, the period for enrolling new dependents in the Plan following a HIPAA special enrollment event, and the periods for filing a claim for benefits or an appeal of a denied claim. The Outbreak Period began on March 1, 2020, and ended on July 10, 2023 (60 days after the end of the National Emergency declaration). Suspended deadlines therefore began to run again after July 10, 2023. For more information about the extension rule, see the April 2021 SMM.

Should you have any questions, please contact the Administrative Office (BeneSys) at 1-877-416-8181.

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## SUMMARY OF MATERIAL MODIFICATIONS OCTOBER 2022

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### **Dental and Vision Care Reimbursement Benefit for 2023:**

The Trustees have extended the Plan’s temporary dental and vision care reimbursement benefit described in Section VII of the SPD to once again apply for the 2023 calendar year. Additionally, the available annual reimbursement amount under this benefit for eligible dental and/or vision claims has been increased for 2023 to **\$1,500** (up from \$1,250) per covered family. Please see Section VII of your SPD for the full description of this benefit.

### **Coverage for Breast Reduction Surgery:**

Effective October 1, 2022, coverage is now provided under the Plan for breast reduction surgery for the treatment of symptomatic macromastia when Medically Necessary. Please remember to use network providers. This procedure requires authorization prior to any services being performed. Your network providers will manage the prior authorization for you. You can find network providers by visiting [myCigna.com](http://myCigna.com). or using your myCigna.com app

### **Update Regarding Benefits for COVID-19 Testing & Treatment:**

As explained in prior SMMs, the Plan, in accordance with applicable federal law, currently provides coverage for COVID-19 tests (including certain over-the-counter tests) and related services without charging cost sharing, and is also currently provides coverage for COVID-19 vaccines without cost-sharing both in and out of network. The federal mandate to provide these benefits continues for as long as the federally-declared COVID-19 public health emergency lasts, and on October 13, 2022, the federal government extended the public health emergency declaration for at least an additional 90 days.

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## UTAH PIPE TRADES WELFARE TRUST FUND

To: All Eligible Plan Participants of the Utah Pipe Trades Welfare Trust Fund  
From: Board of Trustees  
Re: *Notice of Plan and Benefit Changes - Summary of Material Modifications (SMM)*  
Date: September 2022

*Please be sure that you and your covered family members read this notice carefully, as it describes changes to the Plan's January 1, 2020 Summary Plan Description (SPD). It should be kept with your SPD (including the Cigna benefits booklet that is part of the SPD) for future reference.*

### **Important Notice of Plan Changes**

**To Participants and Covered Family Members of the Utah Pipe Trades Welfare Trust Fund (the "Plan")**

**Effective for services provided on and after October 1, 2022 covered by the Plan, federal law and the Plan provide new protections against unexpected medical bills.**

### **Your Rights and Protections Against Surprise Medical Bills**

On and after October 1, 2022, when you get emergency care, are treated by an Out-of-Network Provider at an In-Network hospital or ambulatory surgical center, or receive air ambulance services, you will be protected from "surprise billing" or "balance billing." In these cases, you shouldn't be charged more than the Plan's copayments, coinsurance and/or deductible.

### **What is "balance billing" (sometimes called "surprise billing")?**

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs, such as a copayment, coinsurance, and/or a 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 isn't in the Plan's network.

An “**Out-of-Network Provider**” (sometimes referred to as a “**Non-Preferred Provider**”) is a provider or facility that hasn’t entered into a contract setting its charges under the Plan. Usually, Out-of-Network Providers are allowed to bill you for the difference between what the Plan pays and the full amount they charge. This is called “**balance billing.**” This amount is often more than an In-Network Provider charges for the same service, and might not count toward your deductible or 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 – like when you have an emergency or when you schedule a visit at an In-Network facility but are unexpectedly treated there by an Out-of-Network Provider. Surprise medical bills could cost thousands of dollars depending on the procedure or service.

**Effective October 1, 2022, you are protected from balance billing for:**

***Emergency Services***

If you have an emergency medical condition and get emergency services covered by the Plan from an Out-of-Network Provider or facility, the most that provider or facility may bill you is the Plan’s In-Network cost-sharing amount (such as copayments and coinsurance). You **can’t** be balance billed for these emergency services. This includes services you may get for that emergency condition after you’re in stable condition, unless you give written consent and give up your protections not to be balance billed for these post-stabilization services.

***Certain services at an In-Network hospital or ambulatory surgical center***

When you get services covered by the Plan from an In-Network hospital or ambulatory surgical center, certain providers there may be Out-of-Network Providers. In these cases, the most those Out-of-Network Providers may bill you is the Plan’s In-Network cost-sharing 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 covered services at an In-Network facility, Out-of-Network Providers **can’t** balance bill you, unless you give written consent and give up your protections.

***Air Ambulance Services***

If you receive air ambulance services covered by the Plan, the most the provider may bill you is the Plan’s In-Network cost-sharing amount. You **can’t** be balance billed for these services.

**You’re never required to give up your protections from balance billing. You also aren’t required to get care from Out-of-Network Providers. You can choose a provider or facility in the Plan’s network.**

**When balance billing isn't allowed, you also have the following protections (effective October 1, 2022):**

- You are only responsible for paying your share of the cost (like the copayments, coinsurance, and deductibles that you would pay if the provider or facility was an In-Network Provider). For covered services, the Plan will pay Out-of-Network Providers and facilities directly.
- The Plan will:
  - Cover emergency services without requiring you to get approval for services in advance (prior authorization).
  - Cover emergency services by Out-of-Network Providers.
  - Base what you owe the provider or facility (cost-sharing) 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 Out-of-Network services toward your and your family's deductible and annual out-of-pocket limits.

**Independent External Review**

The Plan has rules that allow you to request review of certain medical claims by an independent review organization, and requiring that the decision by that independent organization be followed. Effective October 1, 2022, this right to voluntary independent review also applies to all of the following claims under the Plan:

- Whether pre-authorization was improperly required for emergency services.
- Whether emergency services by an Out-of-Network Provider should have been covered at the Plan's In-Network Provider rates.
- Whether treatment at an In-Network facility by an Out-of-Network Provider should have been covered by the Plan at its In-Network Provider rates.
- Whether Out-of-Network Provider air ambulance services should have been covered at the In-Network rates for those services.

**If you believe that you've been wrongly billed**, you can contact Cigna for further information and assistance. You may also file a complaint with the federal government by calling 800-985-3059 or online at <https://www.cms.gov/nosurprises>.

Visit <https://www.cms.gov/nosurprises> for more information about your rights under federal law.

## **Other Plan Changes**

The following other Plan changes have also been adopted by the Board of Trustees:

**Provider Directory Updates:** To help you find care from In-Network Providers and facilities, Cigna maintains a provider directory on the website listed on your ID card. You can also ask for a copy of the directory by calling Cigna at the telephone number listed on your ID card. See your Cigna benefits booklet for additional information concerning the Plan's network and Cigna's provider directory. Effective beginning October 1, 2022, pursuant to new requirements related to provider directories enacted by the federal "No Surprises Act" (the same law that provides for the protections against balance billing described above), the Cigna directory is required to be updated at least every 90 days, and Cigna will respond to your inquiry about the network status of a provider or facility within one business day. Also, if you receive inaccurate information that a provider was In-Network, the Plan will apply the In-Network cost sharing amount and will count that amount towards your deductible and annual out-of-pocket maximums. Note, however, that it is your responsibility to confirm that the provider or facility you have selected is In-Network at the time you receive services.

**Continuity of Care:** Effective beginning October 1, 2022, the Plan will provide "continuity of care" benefits in certain situations where a termination of a network contractual arrangement changes the status of your provider from In-Network to Out-of-Network (except in the case of a termination of the contract for failure to meet applicable quality standards or for fraud). Specifically, if you are a "Continuing Care Patient," you will be notified of the contract termination and your right to elect continued transitional care from the provider or facility, and you will be allowed up to 90 days of transitional care from the provider or facility at In-Network cost sharing to allow you time to transition to a new In-Network Provider (provided you remain eligible for Plan coverage).

A Continuing Care Patient is an individual who, with respect to a provider or facility, (1) is undergoing a course of treatment for an acute illness (serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm) or a chronic illness or condition (life-threatening, degenerative, potentially disabling, or congenital, and requires specialized medical care over a prolonged period of time); (2) is undergoing a course of institutional or inpatient care from the provider or facility; (3) is scheduled to undergo non-elective surgery from the provider, including receipt of postoperative care from such provider or facility; (4) is pregnant or undergoing a course of treatment for the pregnancy from the provider or facility; or (5) is or was determined to be terminally ill (under Social Security Act § 1861(dd)(3)(A), this means a medical prognosis that the individual's life expectancy is six months or less) and is receiving treatment for such illness from such provider or facility.

**Changes to the Plan's Temporary Coverage Extension/Hour Bank Freeze Provision for Eligible Disabled Members:** Page 19 of your SPD describes a temporary coverage extension/hour bank freeze provision that is available (subject to certain exceptions) to

members who become Totally Disabled for more than 30 days. Effective February 1, 2022, this provision has been amended to eliminate the exclusion that previously applied to disabilities arising out of a workplace injury, and it now reads as follows:

### **If You Are Disabled**

If you are an Active Employee and are Totally Disabled due to accidental bodily Injury or Illness for more than 30 consecutive days, no deduction will be made from your hour bank from the first day of the month in which your disability began. You must notify the Administrative Office of your Total Disability within 30 days of when you would otherwise lose coverage, and you must also provide to the Administrative Office a certification by your licensed physician that you are “Totally Disabled”. You and your Covered Dependents will remain eligible for all benefits under the Plan, and your hour bank will be “frozen.” This extended coverage will continue until the earliest of: (1) the first day of the month in which your disability ends, or (2) the first day of the 7th month following your disability. These extended benefits run concurrently with extended benefits under FMLA.

This extension of benefits will not apply if the disabling condition results from the commission or attempted commission of a felony, or engagement in an illegal occupation, whether or not charges are filed or a conviction results.

**Update to Members of the Board of Trustees:** The Plan Sponsor and Plan Administrator of the Plan (within the meaning of ERISA) is the Board of Trustees. The current members of the Board of Trustees are as follows:

<b>UNION TRUSTEES</b>	<b>EMPLOYER TRUSTEES</b>
John Stevenson	Robert Bergman
Jeremy Haslam	Brett Christiansen
Cody Weaver	Jeff Adams
Mike Beckstead	Jeff Job

This is also the current Board of Trustees for the Utah Pipe Trades Pension Trust Fund. This updates the listing of Trustees contained in the current SPD for both Plans.





# Utah Pipe Trades Trust Fund

Pension  
Health and Welfare

## SUMMARY OF MATERIAL MODIFICATIONS

JULY 2021

This Notice advises you of certain material modifications that have been made to the Plan Document/Summary Plan Description ("SPD") for the Utah Pipe Trades Welfare Trust Fund dated January 1, 2020 (the "Plan").

### **Enrollment Requirements for Eligible Dependents**

As described on pages 14-16 of the Plan Document/SPD, a Member who is eligible for coverage under the Plan may enroll his or her Eligible Dependents under the Plan's Medical, Outpatient Prescription Drug and Employee Assistance Program Benefits, as well as the Plan's life insurance benefit. Different enrollment rules and deadlines apply, depending on whether the enrollment is being made in connection with a Member's initial eligibility for coverage under the Plan (Initial Enrollment) or a special enrollment event, such as marriage or the birth or adoption of a child (Special Enrollment).<sup>1</sup> The Board of Trustees has amended the Plan effective May 1, 2021 to provide for the rolling enrollment of Eligible Dependents. Thus, effective on and after May 1, 2021, the Plan's enrollment rules and deadlines for Eligible Dependents are as follows:

#### **Initial Enrollment**

Coverage of your Eligible Dependents generally begins on the same date as your coverage, so long as you complete the Plan's dependent enrollment form (available from the Administrative Office) and return it, along with the required legal documentation, to the Administrative Office within 60 days of when you are first eligible for coverage. If you do not complete and return the form on time, coverage for your Eligible Dependents will instead be effective the first day of the month after you complete and return the form. For example, if you are first eligible for coverage effective as of July 1, 2021, and you submit the enrollment form for your Eligible Dependents on or before August 30, 2021, the coverage for your Eligible Dependents will also be effective as of July 1, 2021; however, if, in this example, you did not submit the enrollment form for your Eligible Dependents until September 2021, coverage for your Eligible Dependents would not be effective until October 1, 2021. (Under the rule in effect prior to May 1, 2021, if the 60-day enrollment deadline was missed, coverage for Eligible Dependents would have needed to be elected during the next Annual Enrollment period in November and would not have been effective until the start of the following calendar year.)

#### **Special Enrollment**

To enroll your Eligible Dependent(s) in connection with a special enrollment event, such as marriage or the birth or adoption of a child,<sup>1</sup> you must complete the Plan's dependent enrollment form and return it to the Administrative Office within 60 days of the event giving rise to the special enrollment opportunity. If approved by the Administrative Office, coverage will be effective retroactive to that date. For example, if you enroll your new Spouse within 60 days of the date of marriage, your Spouse's coverage will begin effective as of the date of

<sup>1</sup> See pages 15-16 of the Plan Document/SPD for a full description of all events giving rise to special enrollment rights.

marriage. If you fail to enroll your Eligible Dependent(s) during the 60-day special enrollment period, coverage for your Eligible Dependent(s) will instead be effective as of the first day of the month after you submit the completed enrollment form. (Under the rule in effect prior to May 1, 2021, if the 60-day enrollment deadline was missed, coverage for your Eligible Dependent(s) would have needed to be elected during the next Annual Enrollment Period in November and would not have been effective until the start of the following calendar year.)

## **Protect Your Life and the Lives of Others. Get Vaccinated Against COVID-19!**

*"It's hard to imagine a time when we didn't know COVID-19 existed. Now when people say "virus," we know what they mean. The impact of COVID-19 on our lives, our activities, and our freedom has affected us all. The responsibility is ours, as a community, to help stop this virus. COVID-19 vaccines are safe and effective in preventing severe illness from COVID-19, and people who are fully vaccinated against COVID-19 may start to do some things they had stopped doing because of the pandemic. It takes everyone. We all need to step up to beat COVID-19. We ask you to join us in protecting yourself, your family and friends, and our community by getting vaccinated." John Stevenson Business Manager UA Local 140*

We encourage you to get vaccinated against COVID-19—not only for your safety, but for the safety of your loved ones, your friends, and anyone else who comes in close contact with you.

If you are afraid to get vaccinated, we get it! Negative stories and conspiracy theories about the COVID-19 vaccine have been running rampant, and disinformation about the novel coronavirus and vaccines—from news outlets, politicians, and social media—may have fueled your distrust of doctors and health institutions. But we are in an all-for-one-and-one-for-all situation when it comes to COVID-19. We need to reach herd immunity in this country in order to stop the coronavirus from spreading, and, according to the experts, this means that approximately 70% of Americans need to get vaccinated. So, if you're hesitant about getting vaccinated, give it some more thought. You'll be doing yourself, your family, and the public a great service. And don't forget, the benefits of getting vaccinated greatly outweigh the alternative of you being infected with the coronavirus, which is a serious and sometimes fatal disease.

### **Don't be afraid. COVID-19 vaccines are safe, effective, and reduce your risk of severe illness.**

According to the Centers for Disease Control and Prevention (CDC):

- No corners were cut during the development of the vaccines. Governments and organizations around the world invested a lot of money and resources into their research and development.
- None of the authorized and recommended COVID-19 vaccines contain the live virus that causes COVID-19, so they cannot make you sick with COVID-19.
- All COVID-19 vaccines currently available in the United States have been shown to be highly effective at preventing COVID-19.
- Experts believe that getting a COVID-19 vaccine may also keep you from getting seriously ill, even if you get COVID-19.
- Getting vaccinated yourself may also protect the people around you, [particularly people at increased risk for severe illness from COVID-19.](#)

### **Don't get stuck in a rut. Get vaccinated and get back to living.**

If you're ready to get back to your normal activities and again do the things that you had to stop doing or postpone doing because of the pandemic, make your appointment and get vaccinated. The CDC advises that once you've been fully vaccinated, you can:

- Participate in many of the activities that you did before the pandemic; for some of those activities, you may choose to wear a mask.
- Resume domestic travel and refrain from testing before or after travel, and from self-quarantine after travel.
- Refrain from testing before leaving the United States for international travel (unless required by the destination), and refrain from self-quarantine after arriving back in the United States.

However, preliminary evidence suggests a small proportion of people who are fully vaccinated may become infected with the Delta variant and spread the virus to others. To reduce the risk, the CDC recommends, among other things, that fully vaccinated people wear a mask in public, indoor, high traffic areas, as well as inside their homes if they or someone in their household is immunocompromised, unvaccinated, or at an [increased risk for severe disease](#) (for example, older adults, people who have diabetes, are obese, or have a heart condition).

If you text your zip code to **438829** (for English) or **822862** (for Spanish), you will get a message that provides you with three possible vaccination sites near you, along with their phone numbers so you can make an appointment. You can also check [vaccines.gov](https://www.vaccines.gov) or the CDC's website, [cdc.gov/coronavirus](https://www.cdc.gov/coronavirus), to find a location.

### **Don't wait. COVID-19 vaccines are available and FREE to you.**

All available vaccines are covered 100%—meaning they are **free**, even when administered by a provider who does not contract with Cigna. And while your Cigna primary care physician may be equipped to vaccinate you, you can also get vaccinated at an on-site or near-site clinic, or at a pharmacy like Walgreens or CVS.

As your Board of Trustees, we are dedicated to steering you in the right direction when it comes to your health and well-being. Our preference is that you not get COVID, that you do not suffer the complications sometimes associated with COVID, and that you do not incur the medical costs associated with COVID treatment. Remember, the Plan will continue to cover 100% of the costs associated with certain testing and treatment, test-related telehealth services, and telephonic (virtual) visits and screenings related to COVID-19 until 60 days after the end of the period during which the federal government announces that a national public health emergency no longer exists. So please get vaccinated as soon as you can.

### **External Prosthetic Appliances**

External prosthetic appliances shall include wigs and hairpieces when medically necessary for alopecia as a result of chemotherapy, radiation therapy, and second or third degree burns. The benefit will be limited to one per lifetime subject to a \$300 limit. This benefit is effective 8-1-2021.

Should you have any questions, please contact the Administrative Office (BeneSys) at 1-877-416-8181.

***Receipt of this notice does not constitute a determination of your eligibility. If you wish to verify eligibility, or if you have any questions regarding the Plan changes, please contact the Administrative Office.***

*This document has been uploaded and is available on the participant website at [www.utpipetradesbenefits.org](http://www.utpipetradesbenefits.org)*

Plan Document and Summary Plan Description  
of the  
Utah Pipe Trades Welfare Trust Fund

Effective January 1, 2020

## **To All Participants:**

This is the Plan Document and Summary Plan Description (“SPD”) of the Utah Pipe Trades Welfare Trust Fund. This Plan describes benefits funded by the Trust: medical, prescription drug, weekly disability benefits, and benefits under the Employee Assistance Program (EAP). It also summarizes insured benefits: life and accidental death and dismemberment insurance. You may ask the Administrative Office for a copy of insurance contracts, where your insured benefits are described in full. In the event of ambiguity or conflict between an insurance contract and the Plan or other documents, the insurance contract controls.

The Plan was adopted and is maintained for the exclusive benefit of Participants (and their Covered Dependents) who are employed by certain Employers in the pipe trades industry. Costs are funded by contributions from these Employers. Plan benefits are designed to help cover some of your expenses when you become sick, are injured, or die. This written version of the Plan describes benefits for claims Incurred on or after January 1, 2020.

### **Here are some important tips on using your benefits:**

- For medical benefits, the Plan has a network of Participating Providers. Using the Participating Providers rather than non-Participating Providers will result in a substantial savings to you and the Plan. Please see the Cigna Booklet, which is attached to this Plan Document and SPD, to find out how to access a list of Participating Providers near you.
- Inform the Administrative Office of any address changes to ensure that you receive updated Plan and self-pay information.
- Inform the Administrative Office of any changes in your Eligible Dependents.
- Note that capitalized terms in this document have very specific meanings. Please refer to the definitions sections in Article XII and the Cigna Booklet.

As your Trustees, we make every effort to administer the Trust carefully and make changes to your Plan as the Trust’s financial condition changes. Eligibility provisions and benefits may be increased or decreased from time to time. You will be notified if there are changes.

Important addresses and telephone numbers are listed on the Quick Reference Chart located in the front of this document.

Sincerely,

Board of Trustees

The Board of Trustees has the sole, exclusive, and discretionary authority to make any and all determinations under the Plan, including eligibility for benefits, amount of benefits payable, and the meaning of Plan language. The Plan Administrative Office is the only party authorized by the Board of Trustees to answer questions about the Trust and the Plan, except that the vendors identified in Article I also have authority to answer questions concerning the benefits they administer. No Trustee, Employer, Employer Association, or Labor Organization, nor any of their employees or representatives, has any authority in this regard. The Board of Trustees reserves the sole and exclusive right to amend or terminate the Plan, change eligibility rules, reduce or eliminate benefits or hour bank accruals, or change the Plan entirely, including benefits and coverage provided to retirees and their families. Rights under the Plan do not accrue and do not vest.

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Attachment - Cigna Booklet

## I. Quick Reference Chart, Summary of Benefits and Quick Answers

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The Quick Reference Chart below contains important contact information for each of your benefits. That chart is followed by the Summary of Benefits, highlighting the main features of each of the Plan's benefits. See the Definitions section, which begins on page 65, and other applicable sections as noted for details.

QUICK REFERENCE CHART	
Information/Action Needed	Whom to Contact
<b>Administrative Office</b> <ul style="list-style-type: none"><li>• Eligibility and Enrollment for Coverage</li><li>• Post-Service Medical Appeals (Level Two Only)</li><li>• Claim Forms (Dental/Vision)</li><li>• Dental/Vision Claims and Appeals</li><li>• Post-Service Prescription Drug Program Appeals (Level Two Only)</li><li>• Plan Benefit Information</li><li>• Weekly Disability Claims and Appeals</li><li>• Summary of Benefits and Coverage (SBC)</li><li>• HIPAA Notice of Privacy Practices</li></ul>	<b>BeneSys Administrators</b>  Physical Address: 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566  Mailing Address: P.O. Box 1975 San Ramon, California 94583  Phone 925.398.7041 Toll Free 877.416.8181 Facsimile 925.462.0108  <a href="http://www.utpipetradesbenefits.org">www.utpipetradesbenefits.org</a> <a href="mailto:staff@utpipetradesbenefits.org">staff@utpipetradesbenefits.org</a>

QUICK REFERENCE CHART	
Information/Action Needed	Whom to Contact
<b>Medical Plan Claims Administrator</b> <ul style="list-style-type: none"> <li>Medical Plan Claims Administration</li> <li>ID Cards</li> <li>Level One Post-Service Claim Appeals (Level Two to the Board of Trustees)</li> <li>Level One and Level Two Pre-Service Claim Appeals</li> <li><b>24-Hour Health Information Line</b> allows you to talk with a registered nurse 24/7, plus you have access to a health information library with over 1,000 prerecorded topics</li> <li><b>Chronic Condition Support</b> for Plan Participants with health conditions like asthma, diabetes, low back pain, depression/bipolar/anxiety, emphysema/chronic bronchitis/COPD, cardiac conditions, metabolic syndrome, peripheral artery disease and osteoarthritis</li> </ul>	<b>Cigna</b> 1-800-244-6224 <a href="http://www.cigna.com">www.cigna.com</a>  Cigna's chronic condition support: 1-855-246-1873
<b>Medical PPO Network</b> <ul style="list-style-type: none"> <li>Network Preferred (OAP) Providers. <b>The network is called the Open Access Plus or OAP network.</b></li> <li>Online Medical Network Provider Directory</li> <li>Additions/Deletions of Providers</li> <li>Medical Claim Forms</li> </ul>	<b>Cigna OAP Provider Network</b> (800) Cigna24 or (800) 244-6224  Online Directory of OAP Network Providers: <a href="http://www.cigna.com">www.cigna.com</a> . Then click on "Find a Doctor."
<b>Case Management and Precertification Manager</b> <ul style="list-style-type: none"> <li>Case Management/Medical Management</li> <li>Precertification (explained in Article IV.)</li> </ul>	<b>Cigna</b> (800) Cigna24 or (800) 244-6224 <a href="http://www.Cigna.com">www.Cigna.com</a>



<b>QUICK REFERENCE CHART</b>	
<b>Information/Action Needed</b>	<b>Whom to Contact</b>
<b>Prescription Drug Program/Pharmacy Benefit Manager (PBM)</b> <ul style="list-style-type: none"> <li>• Retail PPO Network Pharmacies</li> <li>• Mail Order (Home Delivery) Pharmacy</li> <li>• Prescription Drug Information</li> <li>• Preauthorization of Certain Drugs</li> <li>• Specialty Drug Program</li> <li>• Prescription Drug Program Claims and Appeals (other than Level Two Appeals for Post-Service Claims)</li> <li>• Direct Member Reimbursement (for Non-network retail pharmacy use)</li> </ul>	<b>Express Scripts (PBM)</b>  Customer service # (855) 596-4432  <a href="https://express-scripts.com">https://express-scripts.com</a>  <b>Express scripts Mail Order prescriptions to:</b>  Express Scripts PO Box 66577 St. Louis MO 63166-6577  Accredo Specialty: 800.718.5910
<b>Employee Assistance Program (EAP)</b> <ul style="list-style-type: none"> <li>• 24-7 assistance with mental health and/or substance abuse issues, at no cost to you (See Article V.)</li> <li>• Referrals to providers in your area</li> <li>• Short-term counseling</li> </ul>	<b>Blomquist Hale Consulting</b> Telephone numbers: <ul style="list-style-type: none"> <li>• Ogden: 801-392-6833</li> <li>• Brigham City: 435-723-1610</li> <li>• Orem: 801-225-9222</li> <li>• Logan: 435-752-3241</li> <li>• Salt Lake City: 801-262-9619</li> <li>• Other Utah locations, and nationally: 800-926-9619</li> </ul> <a href="http://www.blomquisthale.com">www.blomquisthale.com</a>
<b>COBRA Administrator</b> <ul style="list-style-type: none"> <li>• Information About Coverage</li> <li>• Adding or Dropping Dependents</li> <li>• Cost of COBRA Continuation Coverage</li> <li>• COBRA Premium payments</li> <li>• Notification of Qualifying Event</li> <li>• Electing COBRA</li> </ul>	<b>BeneSys Administrators</b>  Physical Address: 7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566  Mailing Address: P.O. Box 1975 San Ramon, California 94583  Phone 925.398.7041 Toll Free 877.416.8181 Facsimile 925.462.0108  <a href="http://www.utpipetradesbenefits.org">www.utpipetradesbenefits.org</a> <a href="mailto:staff@utpipetradesbenefits.org">staff@utpipetradesbenefits.org</a>

<b>QUICK REFERENCE CHART</b>	
<b>Information/Action Needed</b>	<b>Whom to Contact</b>
<b>Life and Accidental Death and Dismemberment (AD&amp;D) Insurance</b> <ul style="list-style-type: none"> <li>• Information About Coverage</li> <li>• Claims and Appeals</li> <li>• Beneficiary Designations</li> </ul>	<b>ULLICO*</b> c/o Administrative Office – BeneSys Administrators. See contact information above.  Or, you may contact ULLICO directly at:  Claims Administrator The Union Labor Life Insurance Company 8403 Colesville Road, Stop 709 Silver Spring, MD 20910-6331  Phone: 1-866-795-0680  <i>* Insured benefit; entity listed is the insurer.</i>
<b>HIPAA Privacy &amp; Security Officers</b>	<b>BeneSys Administrators</b> See contact information above.

## **SUMMARY OF BENEFITS**

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Below are brief summaries of some of the key benefits provided by the Plan. Further explanation of these and other benefits may be found later in this document. Read this document carefully, and all subsequent Summaries of Material Modifications provided to you, to determine the conditions under which benefits are payable.

**A Summary of Medical Benefits Can be Found in “The Schedule” Section of the Cigna Booklet**

<b>Summary of Outpatient Prescription Drug Benefits</b> (The out-of-pocket maximum for Outpatient Prescription Drugs is explained at p. <b>Error! Bookmark not defined.</b> )				
<b>DRUG DESCRIPTION</b>	<b>Amount You Pay for Prescriptions Filled at a PPO Retail Pharmacy (Up to 30-day Supply)</b>	<b>Amount You Pay for Prescriptions Filled at a PPO Retail Pharmacy (31-day to 90-day Supply)</b>	<b>Amount You Pay for Maintenance Drug Prescriptions Filled at a Mail Order Pharmacy (Up to 90-day Supply)</b>	<b>Amount You Pay for Prescriptions Filled at a Non-PPO Pharmacy</b>
<b>Generic Drugs</b>	\$8 Copay	\$15 Copay	\$15 Copay	You pay 100%. Plan reimburses no more than it would have if you had used a PPO Pharmacy **
<b>Formulary (Preferred) Brand Drugs</b>	30% Coinsurance	\$45 Copay	\$45 Copay	
<b>Non-Formulary (Non-Preferred) Brand Drugs</b>	50% Coinsurance	\$60 Copay	\$60 Copay	
<b>Preventive Care Drugs</b>	No charge	No charge	No charge	No coverage
<b>Specialty Drugs</b> (Up to a 30-day Supply)	50% Coinsurance, up to \$60 maximum. Specialty drugs must be filled by calling the Prescription Drug Program Specialty Pharmacy listed in the Quick Reference Chart.			
<b>Compound Drugs</b>	Compound Coverage: Covered if All ingredients are covered.			

\*\*You must file a Direct Member Reimbursement (DMR) form to ask for reimbursement (form available from the PBM listed on the Quick Reference Chart in the front of this document).

<b>Summary of Life and AD&amp;D Insurance</b> Life and AD&D benefits are fully insured. For the name of the insurance company, see the Quick Reference Chart. The Insurer's contract, booklet, and certificate describe your Life and AD&D insurance coverage.	
<b>Participant Life Insurance</b>	
Employee	\$10,000
Retiree	\$2,000
<b>Participant AD&amp;D Insurance</b>	
Employee	\$10,000
Retiree	No Benefits
<b>Covered Dependent Life Insurance</b>	
Spouse	\$1,000
Child under 14 days	No Benefit

Child age 14 days but under 6 months	\$250
Child age 6 months but under 26 years	\$1,000

### **Summary of Employee Assistance Program (EAP) Benefits**

EAP benefits are provided at no cost to Participants and their Covered Dependents. Call the EAP any time, day or night, for help and short-term counseling. See also Article V for more information.

### **Summary of Weekly Disability Benefits for Active Employees**

<b>Benefit Description</b>	
Weekly Benefit	\$444 subject to FICA taxes
Benefit duration per disability	13 weeks
Benefit Commencement	1st day of Injury 8th day of Illness

## QUICK ANSWERS

Here are some quick answers to a few commonly asked questions. However, these quick answers don't explain all of the Plan's rules and limits. To know the Plan's rules and limits, you must read the rest of this booklet.

### When will I first be covered by the Plan?

If you work for the Union or affiliated training fund or under a collective bargaining agreement, your Employer reports and the Administrative Office tracks your Covered Hours. This is called the hour bank system. If you have 300 Covered Hours in no more than 5 consecutive months, you will participate in the Plan the following month. 300 Covered Hours is required to begin coverage, and 140 Covered Hours is required in each month to continue coverage. Amounts over that remain in your hour bank, up to 420 hours (560 hours, effective for work months beginning on or after August 1, 2020).

*Example:* John begins working in February. He works as follows:

February:	70 hours
March:	150 hours
April:	<u>140 hours</u>
Total:	360 hours

At the end of April John satisfies the initial eligibility requirements (300 hours). His coverage begins on May 1 and will continue through June. His hour bank is left with 80 hours (=360 less 280 (140 x 2 for May and June coverage)).

### What do I have to do to continue coverage?

After initial eligibility, you must have at least 140 Covered Hours in your hour bank to get coverage two months later. Covered Hours are credited to your hour bank the month you work the hours.

*Example:* In the above example, assume John works 150 Covered Hours in May. After the crediting of these hours, he has 230 Covered Hours in his bank (80 left over from April plus 150 for work in May). John therefore receives coverage for July and has 90 hours left in his bank after the deduction of 140 hours to provide for his July coverage.

### If I lose coverage, how do I regain it?

You must accumulate 140 Covered Hours within 4 months of the month in which you lost Plan coverage, to regain coverage two months later. If you don't, you must reestablish initial eligibility by again working 300 hours.

*Example:* In the above example, John has coverage in July, with 90 hours left over in his bank from May. Assume he **doesn't** work in June. With only 90 hours in his bank as of the end of June, John has no coverage in August. But if John works 130 hours in July, he will have 220 hours in his bank as of the end of July — the 90 left over from work through May, plus another 130 for work in July. That's enough to get him coverage in September.

## What if my employer doesn't make timely contributions?

If your employer doesn't pay the proper amount on time to the Trust for your Covered Hours, you will receive no credit. There is one exception: if you can prove you worked (save your pay stubs!), you will receive credit for your Covered Hours, up to 140 hours in each of 2 months in a 12-month period.

## What if I am working in another jurisdiction?

If your work is covered by a reciprocity agreement with the Plan, you can arrange for your health contributions for that work to be sent to this Plan. The amount received is divided by this Plan's current hourly contribution rate, to arrive at your Covered Hours of work.

*Example:* John travels to Las Vegas to work a Union job. John completes reciprocity paperwork in Las Vegas. The Las Vegas plumbers and pipefitters health plan sends this Plan \$800. The current contribution rate for this Plan is \$6.51 per hour. John earns 123 ( $\$800 \div \$6.01$ ) Covered Hours toward coverage in this Plan. These hours are credited for the months they were worked.

## Is my Spouse covered? My Dependent children?

Yes, if you enroll them within 60 days of your initial eligibility and if you provide a marriage certificate (spouse) and birth certificates (children). Common law marriages are not recognized by the Plan. The Plan has special rules on coverage of children as described in Article II.

## What is a deductible? What is a copay? What is coinsurance?

You must pay a portion of the cost of your healthcare expenses that are covered by the Plan. These cost-sharing amounts are called deductibles, copays, and coinsurance. Each year you pay for healthcare expenses up to the amount of your deductible, before the Plan covers any expenses. A copay is the fixed amount you pay to the doctor or medical facility each time you receive treatment. Coinsurance is the percentage of expenses you pay for covered charges, after your payment of the deductible and copay. Your doctor or medical facility will bill you for the deductible, copay, and coinsurance. Many of the cost-sharing amounts you pay (deductibles, copays and coinsurance) are capped at an annual out-of-pocket limit, after which the Plan pays 100% of covered services.

## How do I get the most value out of the Plan?

- Use Participating Providers. They charge less, and you pay less.
- Some services and procedures, including Hospital visits, require Prior Authorization.
- Ask your Physician if a generic drug is appropriate for you. You'll pay less for generic than for brand name drugs.
- Use urgent care facilities instead of emergency rooms, if medically appropriate.
- Preventive Care is free when received from Participating Providers.

## I'm over 65. Should I enroll in Medicare Part B if I am covered under the Plan as a Retiree?

Yes. Whether or not you enroll in Medicare Parts A and B, the Plan pays benefits as if you did enroll in Medicare, and as if Medicare is reimbursing your medical expenses. For this reason, to save you money, you should enroll in Medicare Parts A and B when first offered the opportunity.

### How about Medicare Part D?

You do not have to enroll in Medicare Part D. If you enroll in Medicare Part D and are a Retiree, the Plan won't pay your prescription expenses and you will need to rely on Medicare to help pay outpatient drug expenses.

### What do I do to qualify for Retiree coverage?

You must have been covered by the Plan for 60 of the last 120 months, including the month immediately before your retirement, retire from the Utah Pipe Trades Pension Trust Fund, and elect to begin retiree coverage immediately after you retire from the Pension Plan. If you instead elect COBRA, you will forever lose the opportunity to elect retiree coverage under the Plan.

### How much does Retiree coverage cost?

The cost of Retiree coverage is established by the Board of Trustees, and adjusted periodically. In making adjustments, the Board may consider the Plan's funding status, costs, anticipated contributions, and other relevant factors.

### What if I lose coverage because I'm out of work?

You will be eligible to pay to temporarily continue your health coverage under COBRA, or you can look for an individual insurance policy through the Marketplace (visit [www.healthcare.gov](http://www.healthcare.gov)).



## II. Eligibility

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The Trustees establish the required contribution amount, and may reject any contribution that does not comply with an applicable agreement, the Plan or the Trust.

### Active Employee Participants

For Employees covered by a Collective Bargaining Agreement, and for Non-Bargaining Employees of the Union or an affiliated training fund, eligibility for Plan benefits is determined under an “hour bank” system, which also lets you build up hours of eligibility for use during periods of slack employment or layoff.

When you begin working for a Contributing Employer, the Plan Administrative Office sets up an hour bank account to track your Covered Hours of employment. Covered Hours are your work hours for which your Employer must contribute to the Trust Fund. Your account is credited with your Covered Hours when the Administrative Office receives contributions for those Hours. If your Employer makes a contribution for your Covered Hours at a rate less than that set by the Trustees, you will receive hour bank credit as follows: hourly rate received divided by the rate set by the Trustees times .75. The Trustees may also reject the contribution altogether and no hours will be credited to your hour bank. Once you establish your Initial Eligibility, 140 Covered Hours per month are deducted from your hour bank account to provide your coverage.

### Flat-Rate Employee Participants

Non-Bargaining Employees of the Utah Mechanical Contractors Association, or of an Employer (including a self-employed individual) that is signatory to a current Collective Bargaining Agreement, participate in the Plan on a flat-rate basis. If you are a Flat-Rate Employee, your coverage will begin as described below. You will not participate in the hour bank system, and your coverage will continue as long as you continue to qualify and your Employer makes the required contributions on your behalf, until your coverage otherwise ends pursuant to the Plan.

All Non-Bargaining Employees (regardless of whether participating as an Active Employee or a Flat-Rate Employee) and their Employers must satisfy all requirements in this booklet and the Trust Agreement, including application procedures, in order to participate in the Plan. Participation is also subject to the terms of the Employer’s Non-Bargaining Participation Agreement with the Board of Trustees. Only those classes of employees described in an Employer’s Non-Bargaining Participation Agreement are eligible to participate in the Plan as Non-Bargaining Employees. The Board of Trustees may, in its discretion, approve or reject any Employer’s application to enter into a Non-Bargaining Participation Agreement.

### Initial Eligibility

#### Active Employees

To first become eligible, you must work at least 300 Covered Hours within no more than five consecutive months. Your coverage begins on the first day of the first month following your completion of this eligibility requirement.

If you build up 300 hours in less than five months, you’ll be eligible sooner. For example, if you earn 300 hours in only three months, your coverage starts on the first day of the fourth month.

*Newly-Organized Contributing Employers.* In accordance with Trust Rules and Procedures, the Trustees may waive these initial eligibility requirements for the Employees of a newly-organized Contributing Employer. If a waiver is granted to your Employer, they must make an initial contribution to the Trust in an amount equal to 150 hours times the contribution rate then in effect for each Active Employee, plus contributions based on your actual hours worked in the first month the Collective Bargaining Agreement is effective. Those contributions, subject to the lag month, will be used to determine your eligibility in the third month, and so on. To qualify for waiver of the initial eligibility requirements, you must be employed on the date your Employer becomes signatory to a Collective Bargaining Agreement. If your initial eligibility requirements are waived in accordance with the above, you'll become eligible on the first day of the month after your Employer becomes signatory. Such eligibility will continue for two months. After the first two months, your eligibility is determined in accordance with the normal rules (see *Continuing Eligibility* section), with the exception that during your first 12 months of coverage there will be no carryover of hours remaining in your hour bank after deduction for the current month's coverage.

*When Hours Are Credited to Your Bank.* Covered Hours are credited to your hour bank account for the month you worked the hours. However, Covered Hours will not be credited to your hour bank account until the Plan Administrative Office actually receives your Employer's contributions for them. This can cause you to lose eligibility and coverage even though you worked the necessary hours. If your Employer later makes the required contributions or your contributions are received through reciprocity and the Trust accepts them, your account will be retroactively adjusted. If you have enough Covered Hours, your coverage will be reinstated as if contributions were received on time. Your reported hours will be posted according to the actual work month and your Employer's payment will be applied first to the earliest hours for which payment is owed.

There is one exception. If you can prove that you worked (for example with paystubs), you will receive credit for your Covered Hours, up to 140 hours in each of 2 months in a 12-month period.

Also, the Trustees may, from time to time and in their sole discretion, adopt policies under which hours may be advanced for newly dispatched members. The availability and details of any such policies in effect at a given time will be communicated by separate notice.

### Flat-Rate Employees

*Contributions.* Your Employer must make contributions to the Plan on behalf of all Non-Bargaining Employees who regularly work at least 25 hours per week, except those Non-Bargaining Employees who waive Plan coverage because they have other group healthcare coverage. The monthly contribution is equal to 140 hours times the current bargaining hourly contribution rate. Before your coverage begins your Employer must pre-pay 2 months of contributions for each Non-Bargaining Employee. For each month thereafter, your Employer must pre-pay the monthly contribution on or before the 15<sup>th</sup> day of the month prior to the month for which coverage is intended. Non-bargaining contributions will be first applied to bargaining contributions owed by your Employer, if your Employer is delinquent on its bargaining contributions.

*Eligibility.* You will be eligible for coverage on the latest of (1) the effective date for your Employer's non-bargaining participation in the Plan, which is the first day of the month following the date the Administrative Office notifies your Employer that its application to participate has been approved, (2) the date your Employer has paid two months of contributions on your behalf, and (3) the date you are regularly scheduled to work at least 25 hours per week and meet all other eligibility requirements described in your Employer's approved Application and Agreement for Non-Bargaining Participation.

*Effective Date.* The effective date for your Employer's non-bargaining participation in the Plan is the first day of the month following the date the Administrative Office notifies your Employer that its application to participate has been approved. If you are employed with your Employer at that time, this is also the date you and your Dependents, excluding your Spouse if he or she has waived or declined coverage, become eligible for coverage under the Plan.

If you are hired after the initial effective date of your Employer's non-bargaining participation, you must complete an application for participation or execute a waiver of coverage card (as discussed below). Your date of coverage will be the later of (1) the first day of the month following your completion of the participation requirements in your employer's approved Application and Agreement for Non-Bargaining Participation, or (2) submission of your application to participate.

*Waiver of Coverage and Special Enrollment.* If you have other healthcare coverage, you may waive Plan coverage for yourself and/or your Eligible Dependents by completing a waiver card (available from the Administrative Office) and returning it to the Administrative Office within 30 days of your date of hire or, if later, within 30 days of the effective date of your Employer's non-bargaining participation in the Plan. This option also applies to Non-Bargaining Employees of an affiliated training fund.

If you or your Eligible Dependents originally waived Plan coverage, you may later enroll in the Plan during Annual Enrollment for coverage the following year, or if you qualify for special enrollment. Your Eligible Dependents' special enrollment rights are described below, in the section called "Dependents." You qualify for special enrollment as follows:

- If you waived Plan coverage because you had other healthcare coverage, you may enroll yourself and your Eligible Dependents if (a) the other coverage was non-COBRA coverage and you lost the coverage due to divorce or Legal Separation, termination of employment or reduction in hours, death of an employee, loss of dependent status, exhaustion of the other plan's lifetime limit on all benefits, cessation of employer contributions, or any other reason for which a special enrollment opportunity is required by law, or (b) if the other coverage was COBRA coverage and you lost the coverage due to exhaustion of the COBRA coverage.
- If you (a) lose eligibility under a Medicaid plan or a state child health plan offered under the State Children's Health Insurance Program ("SCHIP"), or (b) become eligible for a premium assistance subsidy through a Medicaid plan or a state child health plan offered under SCHIP, you may enroll yourself.
- If your Eligible Dependent has a special enrollment right, you also qualify for special enrollment. (See the Section below called "Dependents" for details.)

To enroll, you must submit a completed application and enrollment form to the Administrative Office within 60 days of the event giving rise to the special enrollment opportunity. If approved by the Administrative Office, coverage will be effective retroactive to the date of the event that entitled you to special enrollment. The application and enrollment form is available from the Administrative Office.

## **Continuing Eligibility**

### Active Employees

After you become eligible for the first time, your coverage will continue so long as you have at least 140 Covered Hours credited to your hour bank account. After your first month of coverage, there is a one-

month lag between your work month and Plan coverage month. That is, the number of Covered Hours already in your bank plus those that you work and are credited in a month (month 1) determine whether you have Plan coverage two months later (month 3). The lag month is necessary for the Administrative Office to receive and process reported hours.

*Building Up Hours for Future Eligibility.* For months when you work more than 140 Covered Hours, the extra hours build up in your account. You may use these hours to continue your coverage during months when you earn less than 140 hours. For example, let's say you work only 100 hours in April but you've built up a balance of 200 hours in your hour bank, so you have 300 total hours available as of the end of April — more than enough for a month's coverage. In this example, 140 hours are deducted from your total hour bank for a month's coverage (in this case, to provide for June coverage, per the lag month rule described above), leaving a balance of 160 hours in your account. Further, even if you do not work any hours the next month (May), you still have more than enough hours in your hour bank (160 hours) for another month of coverage (here, coverage for July). However, because your hour bank balance after providing for July coverage is only 20 hours, unless you work at least 120 hours the next month (June), coverage will end as of the end of July and no coverage will be provided for August.

Effective for work months beginning on or after August 1, 2020, the maximum number of hours you can have in your hour bank account at any time — after deducting hours for the current month — is 560 (enough for four months of eligibility). (For work months prior to August 2020, the maximum number of hour bank hours is 420 hours.)

The right to continued coverage and eligibility under the Plan based on your hour bank is not vested or accrued. The Board of Trustees has the authority to modify or cancel your Plan coverage and eligibility, and hours in your hour bank account. If your Employer's Bargaining Unit ceases participation in the Plan, or you work for an employer that has no obligation to contribute to the Plan or any reciprocal plan for your work that, regardless of geographic region, is in the same industry, trade, or craft covered by a Collective Bargaining Agreement or a Non-Bargaining Participation Agreement, you will lose eligibility and all accumulated hours in your hour bank account.

If your hour bank account is below 140 hours for 6 months, it is eliminated. See below, **Restoring Lost Coverage**, for more information.

### Flat-Rate Employees

After you become eligible for the first time, your coverage will continue until it ends for one of the reasons described below in the section entitled "When Coverage Ends".

## **Dependents**

Eligible Dependents may receive coverage under the Plan's Medical, Outpatient Prescription Drug and Employee Assistance Program benefits, as well as the Plan's life insurance benefit. Dependents are not eligible for coverage under the accidental death and dismemberment insurance or weekly disability benefits.

Eligible Dependents are:

If you have stepchildren, see the "Coordination of Benefits" section.

- Your Spouse, as defined by the Plan.
- Your biological and/or adopted children. "Adopted children" for this purpose includes children who are placed with you for adoption.

- Your stepchildren. A stepchild ceases to be an eligible dependent if your marriage with the biological or adoptive parent terminates or you Legally Separate from them.
- Effective February 1, 2020, your niece, nephew, or grandchild for whom you are the legal guardian and financially responsible for because the child's parents are not capable of taking care of them.

The Plan will cover your biological and adopted children, stepchildren, and children for whom you are the legal guardian as provided above, through the following ages:

- The end of the month in which he or she turns age 26, or
- After age 25 if your unmarried child is incapable of self-sustaining employment due to a mental or physical disability, provided you are covered by the Plan, apply to continue Dependent coverage at age 25 and 11 months, the incapacity began before your Dependent child's coverage would otherwise terminate, and your child is dependent on you for support and maintenance. The incapacity must not result from the commission or attempted commission of a felony, or engagement in an illegal occupation, whether or not charges are filed or a conviction results. You must submit proof of incapacity and dependency within 31 days after the child's coverage would otherwise terminate. The Trustees may require subsequent proof from time to time.

The Plan also provides coverage to the biological or adopted child of a Participant if required by a qualified medical child support order (QMCSO) issued by a court or state agency of competent jurisdiction. Such coverage begins within a reasonable period after the Plan receives the QMCSO or, if later, the date specified in the QMCSO. Contact the Plan Administrative Office for more information.

#### When Dependent Coverage Begins

Coverage of your Eligible Dependents generally begins on the same date as your coverage, so long as you complete the Plan's dependent enrollment form (available from the Administrative Office) and return it, along with required legal documentation, to the Administrative Office within 60 days of when you are first eligible for coverage. If you do not complete and return the form on time, your Dependents will have no coverage for the remainder of that calendar year. You'll have another chance to enroll your Eligible Dependents for coverage for the next year by completing a dependent enrollment form during the Plan's Annual Enrollment period (generally in November).

*Special Enrollment.* You cannot enroll your Eligible Dependents mid-year unless they qualify for special enrollment, as follows:

- If you acquire a new Eligible Dependent as a result of marriage, birth, adoption or placement for adoption, you may enroll the new Dependent and your Spouse.
- If you become the legal guardian for your niece, nephew or grandchild under circumstances that qualify them as your Eligible Dependent under the rule described above, you may enroll them as a new Eligible Dependent.
- If you previously did not enroll your Eligible Dependent because he or she had other healthcare coverage, you may enroll the Dependent if (a) the other coverage was non-COBRA coverage and the Dependent lost the coverage due to divorce or Legal Separation, termination of employment or reduction in hours, death of an employee, loss of dependent status, exhaustion of the other plan's lifetime limit on all benefits, cessation of employer contributions, or any other reason for which a special enrollment opportunity is required by law, or (b) if the other coverage was COBRA coverage and the Dependent lost the coverage due to exhaustion of the COBRA coverage.

- If your Eligible Dependent (a) loses eligibility under a Medicaid plan or a state child health plan offered under the State Children's Health Insurance Program ("SCHIP"), or (b) becomes eligible for a premium assistance subsidy through a Medicaid plan or a state child health plan offered under SCHIP, you may enroll the Dependent.

To enroll your Eligible Dependent, you must complete the Plan's dependent enrollment form and return it to the Administrative Office within 60 days of the event giving rise to the special enrollment opportunity. If approved by the Administrative Office, coverage will be effective retroactive to that date. For example, if you enroll your new Spouse within 60 days of the date of marriage, your Spouse's coverage will begin as of the date of marriage. If you fail to enroll your Eligible Dependent during the 60 day special enrollment period, you must wait and enroll your Eligible Dependent for coverage for the next year by completing a dependent enrollment form during the Plan's Annual Enrollment period (generally in November).

If you are a Non-Bargained Employee who originally waived Plan coverage, and your Eligible Dependent qualifies for special enrollment, you also qualify for special enrollment. The Plan will not provide dependent coverage unless you are also covered. Therefore, you must timely enroll yourself along with your Eligible Dependent in order for the Dependent to receive Plan coverage.

## **When Coverage Ends**

### All Participants

Coverage for you will end on the *earliest* of the following:

- The effective date of your retirement from the Pension Plan and/or this Plan;
- The date the Plan is terminated or modified to eliminate your eligibility or coverage;
- Your or your Employer's noncompliance with material terms of the Plan, Trust, a Collective Bargaining Agreement, or a Non-Bargaining Participation Agreement (including payment requirements);
- Fraud/intentional misrepresentation of fact by you, your Dependent, or your Employer,
- The date of your death;
- The date you enter full-time active duty in the United States armed forces, except as otherwise provided by law; or
- The last day of the month in which your Employer's Bargaining Unit ceases participation in the Plan, or you work for an employer that has no obligation to contribute to the Plan for your work that is in the same industry, trade, or craft covered by a Collective Bargaining Agreement or a Non-Bargaining Participation Agreement.

### Active Employees

If you are an Active Employee, coverage for you will *also* end on the *earliest* of the following:

- The last day of the month for which coverage is provided through your hour bank account, if your account balance falls below 140 Covered Hours (see Continuing Eligibility for Active Employees, above, for details); or

- If you became covered under the Plan due to a Collective Bargaining Agreement, when your Employer fails to employ Employees covered by a Collective Bargaining Agreement.

### Flat-Rate Employees

If you are a Flat-Rate Employee, coverage will *also* end on the *earliest* of the following:

- Your Employer's right to participate in the Plan under a Collective Bargaining Agreement or applicable Non-Bargaining Participation Agreement terminates;
- The last day of the month following the month your employment ends or you fail to satisfy the participation requirements of your Employer's Non-Bargaining Participation Agreement; or
- If your Employer is signatory to a current Collective Bargaining Agreement with the Union: December 31st of any calendar year, following the expiration of the 2 year period beginning with the effective date of the Non-Bargaining Participation Agreement, in which your Employer fails to report and make contributions for at least 1,000 hours for at least 1 employee performing work under a current Collective Bargaining Agreement.

### Dependents

Your Dependents lose eligibility when you lose eligibility for any of the reasons stated above. In addition, your Dependents' eligibility and coverage will end on the last day of the month in which:

- Your Covered Dependent ceases to be an Eligible Dependent; or
- Your Covered Dependent enters the armed forces of the United States, except as otherwise provided by law.

In addition, your Dependent's coverage will end if you do not, within the time period requested, return confirmation or proof of eligibility (such as a birth or marriage certificate), as requested by the Administrative Office from time to time. At Annual Enrollment you may be asked to review an enrollment form or confirmation and notify the Administrative Office of any changes to the coverage for your Dependents the following calendar year.

Coverage for Dependents of a deceased Active Employee will remain in effect until the Active Employee's hour bank falls below 140 hours.

**Notification.** You must notify the Administrative Office if any dependents have a change in eligibility status. If you fail to properly notify the Plan when your dependent no longer qualifies as a Covered Dependent and payments are made for services Incurred after your dependent's coverage ends, you will be held financially responsible to reimburse the Plan for any and all overpayments. The right to elect COBRA continuation coverage will also be lost if timely notification isn't given, as described in the COBRA section of this document.

## **Restoring Lost Coverage**

### Active Employees

If you lose coverage because you have less than 140 Covered Hours in your hour bank, you will become eligible again if you get your hour bank back up to at least 140 Covered Hours again within six consecutive months after your hour bank dropped below 140 Covered Hours. A lag month will then apply (i.e., coverage is reinstated on the first day of the second month following the month in which you again have 140 Covered Hours in your hour bank). If you are unable to build up 140 Covered Hours

again within six consecutive months after your hour bank dropped below 140 Covered Hours, any remaining balance in your hour bank account will be forfeited, and you must re-establish Initial Eligibility again to restore coverage.

*Example:* John is laid off at the end of December. Taking into account his December work hours, he has 370 hours in his hour bank as of the end of December, which is enough to provide coverage through the end of March. As of the end of December, 140 hours will be deducted to provide for February coverage, and as of the end of January, 140 more hours will be deducted to provide for March coverage, leaving a balance of 90 hours left in his hour bank as of the end of January).

In order to avoid forfeiture of his remaining 90 hours and having to reestablish Initial Eligibility again, John must work at least 50 Covered Hours by the end of July (the 6th month after the month his hour bank dropped below 140 hours). If he does, his Plan coverage will reinstate 2 months after the month for which the 50 or more Covered Hours were worked and reported. If he does not, his hour bank account goes to zero and he must re-establish initial eligibility by again working 300 Covered Hours within 5 months.

90 bank hours + 50 Covered Hours in May = 140 bank hours to reinstate coverage for July or

90 bank hours + 50 Covered Hours in July = 140 bank hours to reinstate coverage for September.

### Non-Bargaining Employees

If your Plan coverage terminates, you and/or your Employer must re-apply. Coverage will again become effective when a new Non-Bargaining Participation Agreement is approved by the Board of Trustees (if your Employer's participation terminated) or when you reestablish initial eligibility (if your participation terminated).

### **Reciprocal Coverage for Work Outside of Utah**

The Board of Trustees has entered into reciprocity agreements with other health funds. Under these agreements, your eligibility under the Plan may continue while you are working outside of the jurisdiction of the Plan, so long as contributions from your new employer are timely paid into the Trust Fund in accordance with the reciprocity agreement, and they are sufficient to earn you coverage under the Plan. The Plan divides reciprocal contributions by the current hourly contribution rate to the Plan, to arrive at your Covered Hours. Contact the Administrative Office for more information.

### **If You Take a Leave of Absence**

Generally, coverage ends whenever you do not have enough hours in your hour bank or your Employer hasn't made payment for you. However, under certain circumstances described below, you may retain coverage for a period of time while you are away from work.



## **Family and Medical Leave Act (FMLA)**

Participants are entitled to benefits under the Plan during a family or medical leave in accordance with the provisions of the Family and Medical Leave Act of 1993 (“FMLA”), as it may be amended. The determination as to whether a leave of absence is a FMLA leave is made by your Employer, not the Plan, and the Plan provides coverage during a FMLA leave only to the extent it receives the appropriate Contributions from your Employer.

## **Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)**

If an Active Participant leaves employment to perform “service in the uniformed services” as defined by USERRA (hereafter “Uniformed Service”) for a period of up to thirty (30) days, his/her coverage will continue during such period. If an Active Participant leaves employment to perform Uniformed Service for a period of more than thirty (30) days, the Active Participant and his/her Covered Dependents may continue coverage in accordance with USERRA for up to twenty-four (24) months measured from the date the Active Participant’s absence begins. The requirements and procedure to elect continuation coverage under USERRA; the terms and conditions of such coverage; the applicable payment options; and the rules for reinstatement of Plan coverage on reemployment following Uniformed Service are described in the Plan’s USERRA Procedures. Continuation coverage under USERRA runs concurrently with continuation coverage under COBRA. If there is any conflict between this section or the Plan’s USERRA Procedures and the requirements of USERRA, the requirements of USERRA shall control.

Plan benefits will not be paid for any Illness or Injury determined by the Secretary of Veteran’s Affairs to have been Incurred or aggravated during service in the uniformed service.

## **If You Are Disabled**

If you are an Active Employee and are Totally Disabled for more than 30 consecutive days, no deduction will be made from your hour bank from the first day of the month in which your disability began. You must notify the Administrative Office of your Total Disability within 30 days of when you would otherwise lose coverage. You and your Covered Dependents will remain eligible for all benefits under the Plan, and your hour bank will be “frozen.” This extended coverage will continue until the earliest of: (1) the first day of the month in which your disability ends, or (2) the first day of the 7<sup>th</sup> month following your disability. These extended benefits run concurrently with extended benefits under FMLA.

This extension of benefits will not apply if the disabling condition arises out of any employment, occupation, or work or activity for wages, compensation or profit; or is covered (or would have been covered if workers’ compensation premiums had been paid) by workers’ compensation; or results from the commission or attempted commission of a felony, or engagement in an illegal occupation, whether or not charges are filed or a conviction results.

## **If You Die While Covered by the Plan**

If you are an Active Employee and you die while covered by the Plan, coverage for your Covered Dependents will continue until your hour bank falls below 140 hours. If you are a Flat-Rate Employee, coverage for your Covered Dependents will continue until the end of the month in which you die. Thereafter, your Covered Dependents may elect to temporarily continue coverage under the COBRA provisions of Article III.

If you qualified for the Retiree Self-Pay Option and you are married at the time of your death, your surviving Covered Spouse may elect to continue coverage for himself or herself (and for your Covered

Dependent children through age 26) under the Retiree Self-Pay Option as long as he or she does not remarry.

### III. Self-Pay Options for Continuing Your Coverage

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If, after becoming a Participant, your coverage ends due to insufficient hours in your hour bank account, reduction in hours or termination of employment, you may continue your coverage if you qualify to make self-payments. A Participant who wishes to self-pay must make timely payments in accordance with the rules of COBRA or Lifetime Self-Pay (both described below) so that no interruption of coverage takes place. That is, coverage must be continuous. Self-payment is the Participant's responsibility. Any break in coverage while on self-pay requires a re-establishment of coverage as described under "Restoring Lost Coverage" in Article II. You may have other options available to you when you lose coverage under the Plan. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for Medicaid or for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees. Some of these options may cost less than COBRA coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

Self-pay rules and rates for health benefits are determined by the Trustees. The rules are changed by the Trustees from time to time. Rates are subject to change, and the Trustees may subsidize the rates from time to time in their discretion.

Though not part of COBRA's requirements, you may also be able to continue your Life and AD&D insurance benefits. Contact the Administrative Office for more information.

If you wish to change your Self-Pay payment amount because of a change in status by reason of divorce, Legal Separation, death of a Spouse, marriage, retirement or other insurance coverage eligibility, you must notify the Plan Administrative Office no later than the 20<sup>th</sup> of the month prior to the month of implementation. No retroactive adjustments will be made to credit status changes occurring in previous months.

Please contact the Plan Administrative Office if you have any questions concerning self-pay benefits, costs, payment time periods, etc.

#### Self-Payment Under COBRA

This Notice is intended to inform you and your Covered Dependents of COBRA Self-Pay rights and obligations. Both you and your family should take the time to read it carefully.
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Under a federal law called the Consolidated Omnibus Budget Reconciliation Act (COBRA), Participants and their Covered Dependents may Self-Pay to continue their group health coverage in certain situations called Qualifying Events where their coverage would otherwise terminate. Once you lose coverage under the Plan, you may not continue your Weekly Disability Benefits.

COBRA continuation coverage is a temporary continuation of coverage, the length of which depends on the nature of the Qualifying Event. Subject to the conditions described below, COBRA coverage is available to persons who are Qualified Beneficiaries. Qualified Beneficiaries who elect COBRA continuation coverage must pay for that coverage.

Any Qualified Beneficiary who does not elect COBRA within the specified periods and according to the procedures described below will lose his or her right to elect COBRA coverage.
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## Qualifying Events

**If you are an Employee** covered under the Plan, you will become a Qualified Beneficiary if you lose your coverage under the Plan because of either of the following Qualifying Events:

- Your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

**If you are a Covered Spouse of a Participant**, you will become a Qualified Beneficiary if you lose coverage under the Plan because of any of the following Qualifying Events:

- Your Spouse dies;
- Your Spouse is an Employee, and your Spouse's hours of employment are reduced;
- Your Spouse is an Employee, and your Spouse's employment ends for any reason other than gross misconduct; or
- You become divorced or Legally Separated from your Spouse.

**If you are a Covered Dependent child of a Participant**, you will become a Qualified Beneficiary if you lose coverage under the Plan because of any of the following Qualifying Events:

- Your parent is an Employee, and his or her employment ends for any reason other than gross misconduct;
- Your parent is an Employee, and his or her hours of employment are reduced;
- The Participant, who is your parent, dies;
- The Participant, who is your parent, divorces or Legally Separates; or
- You cease to be eligible for coverage under the Plan as a Covered Dependent child.

Under the above rules, a loss of hour bank eligibility may result in a Qualifying Event that is a reduction in the hours of the Employee's employment or the Employee's termination of employment (for reasons other than gross misconduct),

## Length of COBRA Coverage

When the Qualifying Event is the end of your employment or a reduction of your hours of employment, coverage may be continued for up to 18 months. When the Qualifying Event is your death, your divorce or Legal Separation, or a child losing eligibility as a Covered Dependent child, a Covered Dependent's coverage may continue for up to 36 months.

The period of continuation coverage may be extended past these time limits in the following circumstances: if you become eligible for Medicare, you or a Covered Dependent is determined to be disabled by the Social Security Administration, or you or a Covered Dependent has a second Qualifying Event.

**Medicare Eligibility Extension.** When the Qualifying Event is the end of employment or a reduction of your hours of employment, and you become entitled to Medicare benefits less than 18 months before the Qualifying Event, COBRA continuation coverage for Qualified Beneficiaries other than you may last for up to 36 months after the date of Medicare entitlement. For example, if you become entitled to Medicare 8 months before the date on which your employment terminates, COBRA continuation coverage for your Covered Spouse and Dependent children may last for 36 months after the date of

Medicare entitlement, which is equal to 28 months after the date of the Qualifying Event (36 months minus 8 months).

**Disability Extension.** If after you experienced a Qualifying Event because of a reduction in hours or a termination of employment, you or any Covered Dependent is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA coverage, and if you give timely notice (described below) of the disability determination to the COBRA Administrator, you and your entire family (if covered under the Plan) can receive up to an additional 11 months of COBRA coverage, for a maximum of 29 months. The disability must last at least until the end of the 18-month period of continuation coverage. Each Qualified Beneficiary who has elected continuation coverage will be entitled to the 11-month disability extension. If the Qualified Beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify the COBRA Administrator of that fact within 30 days after the Social Security Administration's determination.

**Second Qualifying Event Extension.** If you or your Covered Spouse or Dependent children experience a second Qualifying Event while receiving 18 months of COBRA coverage, your Covered Spouse and children may purchase up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if you give timely notice (described below) of the second Qualifying Event to the COBRA Administrator. This extension is available to your Covered Spouse and Dependent children if you die, get divorced, or obtain a Legal Separation. It is also available to a Covered Dependent child when he or she stops being eligible under the Plan as a Dependent child. These events can be a second Qualifying Event only if they would have caused the Qualified Beneficiary to lose coverage under the Plan if the first Qualifying Event had not occurred.

**Special Second Election Period for Certain Eligible Individuals under the Federal Trade Act of 2002.** Special COBRA rights apply to certain employees who are eligible for the health coverage tax credit under Section 201 of the Federal Trade Act of 2002. These individuals are entitled to a second opportunity to elect COBRA coverage for themselves and certain family members (if they did not already elect COBRA coverage) during a special second period beginning on the first day of the month in which the employee becomes eligible for the health coverage tax credit, but only if the election is made within the six months immediately after the employee's group health plan coverage ended. If you believe you may qualify for the health coverage tax credit, contact the COBRA Administrator at the address or phone number shown below in "How To Give Notice To Elect COBRA", below, for more information.

## **When You Must Provide COBRA Notification**

The Plan will offer COBRA coverage to Qualified Beneficiaries only if the Administrative Office receives timely and proper notice that one of the following Qualifying Events has occurred. If the Qualifying Event is your divorce or Legal Separation from your Covered Spouse, a Covered Dependent child losing eligibility for coverage as a Dependent, or a determination of disability by the Social Security Administration, **you or another Qualified Beneficiary must notify the COBRA Administrator in writing within 60 days after the later of the Qualifying Event or the loss of coverage, using the notice procedures described below. If these notice procedures are not followed, or if notice is not provided to the COBRA Administrator during the 60-day notice period, the Qualified Beneficiaries will lose their right to elect COBRA.**

You must, in writing, tell the COBRA Administrator that you divorced or became Legally Separated, or that your child aged out or is no longer a Covered Dependent, within 60 days of that event. Otherwise, no COBRA coverage will be provided.

If the Qualifying Event is the end of employment, a reduction of hours of employment, or the death of the Employee, you do not need to give notice of these Qualifying Events. If you are the Spouse or Dependent child of a Retiree Participant, you must give notice of the Retired Participant's death.

## **How to Give Notice to Elect COBRA**

Your notice must be in writing. Verbal notice, including notice by telephone, notice by fax, or notice by email are not acceptable. You must mail or deliver your written notice to the COBRA Administrator at the address listed on the Quick Reference Chart.

You must include the name and address of the Participant and the name(s) and address(es) of the Qualified Beneficiaries. Your notice must also state the type of Qualifying Event and the date it occurred. You should include a copy of the divorce decree or Legal Separation agreement, if applicable. For a Social Security extension of COBRA, you must include a copy of the Social Security Administration's determination of disability.

If you use the mail, your envelope must be postmarked by no later than the last day of the 60-day deadline specified above. If you hand deliver your notice and documentation, it must be received by an authorized individual at the address of the COBRA Administrator by no later than the last day of the 60-day deadline.

Once the COBRA Administrator is properly and timely notified that a Qualifying Event has occurred, the COBRA Administrator will notify each Qualified Beneficiary of his or her right to elect COBRA coverage. You will have 60 days to elect COBRA coverage beginning on the later of the date coverage ends due to the Qualifying Event, or the date the COBRA Administrator provides you notice of your right to elect COBRA coverage. Each Qualified Beneficiary may elect COBRA coverage for himself or herself, even if other Qualified Beneficiaries do not. Qualified Beneficiaries on COBRA have the same right to enroll family members under the Plan's special enrollment rules as if the Qualified Beneficiary were a Participant. Participants may elect COBRA continuation coverage on behalf of their Spouses, and parents may elect COBRA on behalf of their dependent children.

## **Health Coverage Eligible for Continuation**

You are eligible to continue only those health benefits for which you were previously covered.

Though not part of COBRA's requirements, you may be able to continue your Life and AD&D insurance benefits. Contact the Administrative Office for more information.

## **Election and Payment Procedures**

Upon receipt of notice of a Qualifying Event, the COBRA Administrator will mail you a COBRA election form. The Qualified Beneficiaries who want to purchase COBRA coverage must complete and return the election form within 60 days from the later of termination of coverage under the Plan or receipt of the form. You should mail the completed form to the COBRA Administrator at the address noted on the election form, postmarked within the 60-day period.

If you do not timely return the election form, no COBRA coverage will be provided.
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You will have 45 days from the date you elect COBRA to make your initial Self-Payment. The payment amount is established by the Board of Trustees, and is adjusted from time-to-time. This initial Self-Payment must include the COBRA payments due from the date you lost coverage through the end of the

last full month before you pay. (This could mean payment for more than one month of coverage is due at one time.) Before the end of the grace period, which is the 30<sup>th</sup> of the month in which you pay, you must submit payment for that month. Subsequent payments are due on the first day of the coverage month. All payments must be made by check timely sent to the COBRA Administrator at the address listed on the Quick Reference Chart.

COBRA coverage will be cancelled if the COBRA Administrator does not receive your payment within the grace period, which is 30 days after each payment due date. If mailed, your payment is considered made on the date your envelope is postmarked. If your check bounces, you have not made payment.

You are responsible for making sure that the amount of your first payment is correct. You may contact the COBRA Administrator at the phone number shown on the Quick Reference Chart to confirm the correct amount of your first payment.

### **When COBRA Coverage Begins**

For each Qualified Beneficiary who elects it, COBRA coverage will begin on the date that health coverage under the Plan would otherwise have been lost. However, if you waive your right to COBRA, and within the 60-day election period decide to revoke your waiver, COBRA coverage will begin on the date the revocation of the waiver is postmarked. There will be no coverage for the period between the date you elect to waive COBRA and the date this election was revoked.

### **When COBRA Coverage Ends**

COBRA coverage will terminate before the end of the 18-month, 29-month, or 36-month continuation period under any one of the following circumstances:

- Payment is not made in full and on time (taking into account the grace period);
- The date a Qualified Beneficiary becomes covered under another group health plan that does not impose any pre-existing condition exclusion for a pre-existing condition of the Qualified Beneficiary;
- The date a Qualified Beneficiary becomes entitled to Medicare;
- The date the Trust no longer provides group health coverage;
- The first day of the month that is 30 days after the date of a determination by the Social Security Administration that a Qualified Beneficiary on extended disability coverage is no longer disabled. This applies to the extended disability coverage of all Qualified Beneficiaries, but only to the 19th through the 29th month of extended disability coverage; and
- The first day of the month that follows the date the Participant's former Contributing Employer stops maintaining this Plan and starts maintaining another group health plan that covers the same class of employees as the Participant when the Participant worked for the Employer.

### **If You Have Questions**

If you have any questions about COBRA coverage, please contact the COBRA Administrator at the phone number and address listed in the Quick Reference Chart. For more information about your rights under ERISA, including COBRA, see "Enforce Your Rights" at the end of this booklet.

## Keep Your Plan Informed of Any Address Changes

In order to protect your family's rights, you should keep the COBRA Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the COBRA Administrator.

## Retiree Self-Pay Option

Employees may be eligible to make a one-time election for self-payment Retiree coverage under the Plan. If at the time or after an Employee retires from the Pension Plan the Employee elects COBRA continuation coverage, that Employee will forever lose the opportunity to elect Retiree Self-Pay coverage. Employees who are otherwise eligible to elect Retiree Self-Pay coverage as follows:

- *Active Employee.* You must retire under the Pension Plan, be a member in good standing with the Union, and have been an Active Employee continuously covered under this Plan for 60 of the last 120 months immediately preceding retirement, including the month immediately preceding retirement. Your hour bank will be reduced to zero on the date you retire. A Participant who has a retirement date under the Pension Plan and does not elect Retiree Self-Pay coverage effective as of the Pension retirement date may not later elect the Retiree Self-Pay Option.
- *Flat-Rate Employee.* You must have been continuously covered under this Plan for 60 of the last 120 months, including the 12 months immediately preceding retirement, and are receiving a monthly Social Security retirement benefit.

If you are still enrolled as a Retiree in the Plan when you (or your Covered Dependents) become eligible for Medicare, to maximize your coverage you should elect and pay for Medicare Parts A and B, but not Part D.

When electing Retiree coverage, Retirees may enroll their Dependents. If married, a Retiree must enroll his or her Spouse when electing Retiree coverage. Retirees may not enroll their Dependents late, unless the Dependent qualifies for special enrollment, as follows: A Retiree Participant who later acquires a new Dependent due to marriage, birth, adoption or placement for adoption may enroll the new Dependent as well as the Retiree's Spouse. To enroll, the Retiree must complete the Plan's dependent enrollment form and submit it to the Administrative Office within 60 days of the event giving rise to the special enrollment opportunity, and coverage will be effective retroactive to the date of the event.

Covered Dependents of a Deceased Retiree. If you die while receiving Retiree coverage, your surviving Covered Dependents may continue coverage under the Plan by continuing the self-payments. If your surviving Spouse remarries, coverage under this Plan will end for your surviving Spouse and Dependent children. Coverage will stop for Dependent children when they would have otherwise lost coverage as a child under the Plan (generally, age 26).

Premiums. Self-payment premium rates are established annually by the Board of Trustees and are subject to change at their discretion.

Duration. Your participation in the Plan as a self-pay Retiree will begin on your retirement from the Pension Plan (or for Flat-Rate Employees, retirement and receipt of Social Security retirement benefits). Your eligibility for self-payment Retiree coverage will end on the *earliest* of the following:

1. The first day of the month for which you failed to timely pay your self-payment premium.
2. The last day of the month in which you are no longer receiving a pension benefit from the Utah Pipe Trades Pension Trust Fund or, if you are a Retiree who retired as a Flat-Rate Employee, the last day of the month in which you are no longer receiving a monthly Social Security pension



benefit.

3. If you are a Retiree who retired as an Active Employee, the last day of the month in which you are no longer a member in good standing with the Union.
4. On the last day of the month following the month you begin to work for an employer that has no obligation to contribute to the Plan for your work, and your work is in the industry, trade, or craft covered by a Collective Bargaining Agreement or a Non-Bargaining Participation Agreement that requires contributions to this Plan.
5. If you are a Retiree who retired as a Flat-Rate Employee, the first day of the month in which you become covered by any group health plan that is primary to Medicare.

Once your eligibility for Self-Pay Retiree coverage has terminated, you may not again participate in the Plan as a Retiree.

If you earn Covered Hours after electing Retiree coverage, the Plan will apply Employer Contributions toward your Retiree Self-Payments owed.

**The premium amount, timing, eligibility, and other rules relating to payment for Retiree self-pay coverage are established by the Board of Trustees and are subject to change from time to time. Retiree coverage is not guaranteed and is not vested.**

## **IV. Medical Benefits**

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Plan medical benefits are designed to help you pay the cost of medical services and supplies for you and your Covered Dependents. In most cases, you will pay a portion of the cost of covered medical services and supplies you receive. Plan medical benefits are paid for by the Trust and are administered by Cigna.

Please see the Cigna Booklet for a description of your medical benefits under the Plan. The Cigna Booklet effective January 1, 2020, which is the current Cigna Booklet, is attached. The Cigna Booklet may be updated from time to time on a frequency that differs from updates to this Plan document and SPD generally, based on changes to medical benefits approved by the Board of Trustees from time to time, in which case you may be furnished a copy of an updated Cigna Booklet that should be read in conjunction with this Plan document and SPD. References in this Plan document and SPD to the “Cigna Booklet” mean the Cigna Booklet that is in effect as of a given date. The Cigna Booklet forms part of this ERISA Plan document and SPD and is incorporated herein by this reference.

The Board has delegated to Cigna the authority, responsibility and discretion to make benefit determinations and decide appeals concerning the entitlement of Participants and Covered Dependents to Plan medical benefits under the Cigna Booklet. This delegation includes the authority, responsibility and discretion to make factual determinations and to construe and interpret the provisions of the Plan (including the Cigna Booklet) to make coverage determinations on claims and appeals. However, the Board has retained the authority and responsibility to decide second-level appeals with respect to post-service medical claims, as described in Section XI of this Plan document and SPD.

## **V. Employee Assistance Program**

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The Employee Assistance Program (EAP) is a resource designed to help you and Covered Dependents deal with many personal or relationship issues that may be causing distress, such as marital difficulties, family problems, stress and anxiety, depression, grief or loss, drug/alcohol addiction, and legal issues. The name and contact information for the EAP administrator can be found in the Quick Reference Chart located at the front of this booklet.

### **How the EAP Works**

To receive EAP assistance, call the EAP administrator at any time (24 hours a day, 7 days a week). Depending on your circumstances, you may be offered short-term counseling services with a licensed mental health professional (for example, a psychologist or family therapist). Counseling may be provided face-to-face or over the telephone. In non-emergency situations, the EAP counselor will offer you an appointment with a licensed mental health professional within 48 hours. In emergency situations, you will receive immediate help. If you are calling concerning a legal issue, you may be offered a consultation with a licensed attorney.

Counseling services and consultations provided by the EAP are confidential except where required by law, although the EAP counselor may help coordinate your care between your other health care providers. You may also authorize the EAP counselor to discuss your care with your family members.

EAP counseling services and consultations are free, with no co-pay, and do not count towards Plan visit limits for Mental or Nervous Disorders or Substance Abuse services. There is no pre-set limit on the number of free EAP counseling sessions offered, although most problems are addressed in just a few sessions over a couple of months. However, if you require lengthier or more specialized services than the EAP is intended to provide (such as help with drug or alcohol addiction), the EAP counselor will refer you to other health care providers within your community. If you decide to seek help from one of these providers, you are responsible for any charges you incur, except to the extent such charges are otherwise covered under the Plan.

## VI. Outpatient Prescription Drug Program

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The Plan covers outpatient prescription drugs through an independent pharmacy benefit manager (PBM) drug card program. The current PBM Outpatient Prescription Drug Program contact information can be located on the Quick Reference Chart in the front of this document. This program features a network of participating PPO retail pharmacies. The list of participating PPO pharmacies can change from time-to-time. For an updated list, contact the PBM. The Medical Plan deductible does not apply to the Outpatient Prescription Drug Program benefits.

Prescription drugs dispensed while you are an inpatient at a Hospital are covered under the Medical Benefits section of the Plan (Article IV).

Generic drugs, including over-the-counter (OTC) drugs, mandated under Health Care Reform as Preventive Care are covered 100% without cost sharing when prescribed and filled at a participating PPO pharmacy or the PBM mail order service.

### Copays, Coinsurance and Out-of-Pocket Limit

For some prescriptions you pay a copay or coinsurance amount, as described in the Summary of Outpatient Prescription Drug Benefits in the front of this booklet. These are your out-of-pocket costs for the Outpatient Prescription Drug Program. Once you reach your out-of-pocket limit for covered outpatient prescription drugs, you owe no further copay or coinsurance for covered prescription drugs received from a participating PPO pharmacy for the remainder of the calendar year. See the Summary of Medical Benefits in the front of this booklet for the Outpatient Drug Benefit out-of-pocket limit and additional restrictions.

### If You Use a Participating PPO Pharmacy

When you use a PPO pharmacy, simply take your prescription and your drug identification card to the pharmacy and pay the appropriate copayment/coinsurance amount to receive up to a 30-day supply or 90-day supply; no claim forms are required. See the Summary of Benefits chart for your copayment/coinsurance.

Also, you may get Preventive Care immunizations (at no cost) at certain participating pharmacies (contact the PBM listed in the Quick Reference Chart for pharmacies in your area which participate in the immunization network).

If you receive a non-formulary brand-name drug when a formulary brand-name drug is available, you will have to pay the higher coinsurance amount. Your participating pharmacy can tell you if a formulary drug is available.

If you choose to purchase a brand name drug when a generic equivalent is available, the plan will only pay the amount it would have paid for the generic drug. So if the brand name drug costs the Plan more, you will have to pay the difference.

### Specialty Drugs

**Specialty drugs** are available on an outpatient basis only when ordered through and managed by the PBM. Specialty drugs are products used by individuals with unique health concerns and include items such as injectables for multiple sclerosis, rheumatoid arthritis or hepatitis. These drugs **require pre-**

**approval** by the clinical staff of the PBM because they often require special handling, are date sensitive and are usually available only in a 30-day quantity. The list of specialty drugs changes from time to time. Please contact the PBM listed in the Quick Reference Chart located at the front of this document for a current list.

## Compound Drugs

A compound medication is one that is made by combining, mixing or altering ingredients in accordance with a prescription, to create a customized medication that is not otherwise commercially available to be purchased. Compound drugs are covered if all ingredients in the compound medication are covered. Otherwise, the Plan pays no benefits.

## Maintenance Drugs: Retail or Mail Order

For maintenance drugs — those drugs you use on an ongoing basis to treat chronic conditions such as a thyroid condition, arthritis, diabetes or high blood pressure — if you use a PPO pharmacy or the PBM mail order service you can fill up to a 90-day supply and pay the lower Copayments listed in the Summary of Benefits chart.

90-day supplies of maintenance drugs are only available through a participating retail pharmacy or through the mail order pharmacy listed on the Quick Reference Chart located at the front of this document.

## Special Programs

The Trustees may from time to time adopt one or more special prescription drug programs of limited duration that waive all or part of the copayment or coinsurance that would otherwise apply with respect to particular prescription drug purchases in order to promote Plan efficiencies. Any such programs will be communicated in writing.

## If You Use a Non-Participating PPO Pharmacy

You must fill specialty drugs and maintenance drugs at a PPO pharmacy or by mail order. If you fill your other prescriptions at a non-PPO pharmacy the same co-payments generally apply, but you must pay the full cost of the drug up front when you make the purchase. Then, submit a claim form and the receipt to the PBM for reimbursement. Claim forms are available from the Plan Administrative Office or by calling the PBM (see the Quick Reference Chart at the front of this document).

If your non-PPO pharmacy charges more than the PBM's maximum rate for the same drug, you pay the difference.

## If You Have other Prescription Drug Coverage

If you or your Covered Dependent have other prescription drug coverage, your prescription drug coverage under this Plan will be coordinated with the other coverage as described in Article IX.

### What do I pay if I use a Non-PPO Pharmacy?

You pay the difference between the Non-PPO pharmacy's charge, and the PBM's maximum rate for the same drug. For example, let's say the PBM's maximum rate for your generic prescription drug is \$50, but the cost at your non-PPO pharmacy is \$85. At the time of purchase, you must pay your pharmacist the full \$85 cost, then, you may file a claim with the Plan's PBM. You are responsible for the \$8 generic drug copayment plus the \$35 difference between the Non-PPO cost and the PBM's maximum rate for the drug (your total cost is \$43). The PBM will reimburse you \$42.

If you had instead gotten your prescription filled at a PPO pharmacy, you would have paid \$8 at the pharmacy for the same drug.

## **Covered Prescription Drugs**

Covered prescription drugs include legend drugs, prescription contraceptives, injectables for treatment of allergic reactions such as bee stings, and insulin. Covered prescription drugs will only be those that are Medically Necessary and are dispensed upon the written prescription of a Physician or Dentist. Drugs that have not yet been approved by the FDA are not covered.

## **Exclusions**

In addition to the General Exclusions and Limitations contained in Article VIII, the following are not covered under the Outpatient Prescription Drug Program, except as required by law:

- non-prescription contraceptives for males;
- drugs that do not require a prescription, except insulin;
- over-the-counter (OTC) medications, except that the Plan will cover Prilosec OTC, Claritin OTC and Zyrtec OTC the same as retail generic drugs, as long as the patient presents a written prescription from his or her Physician and the medications are purchased at the retail pharmacy. The Plan will cover drugs—including OTC drugs—mandated by Health Care Reform.
- vitamins, food, legend vitamins and health foods (unless required by Health Care Reform);
- drugs used for diet or obesity;
- smoking/tobacco cessation/deterrents, except when covered as required by Health Care Reform;
- fertility inducing drugs;
- hair growth products such as Rogaine or other topical Minoxidil compounds, or hair loss products;
- medical devices, except inhaler assisting devices (such as Inspirease, Aerochamber);
- Retin A, except for the treatment of acne. Patients over age twenty (20) require a Physician's letter;
- Desoxyn, Dexedrine and similar central nervous system stimulants are not covered except when prescribed by a physician for the treatment of narcolepsy or hyperactivity associated with attention deficit disorder;
- Drugs to treat erectile dysfunction;
- Drugs not approved for marketing or sale by the FDA;
- Drugs not approved by the FDA for persons with your Illness or Injury;
- Prosthesis (but see Medical Benefits).

## **INFORMATION ABOUT MEDICARE Part D Prescription Drug Plans FOR INDIVIDUALS WITH Medicare**

If you and/or your Dependent(s) are entitled to Medicare Part A or enrolled in Medicare Part B, you are also eligible for Medicare Part D Prescription Drug Plan benefits. It has been determined that the outpatient prescription drug coverage outlined in this document is "creditable." "Creditable" means that the value of this Plan's prescription drug benefit is, on average for all plan participants, expected to pay out as much as the standard Medicare Part D Prescription Drug Plan coverage will pay.

Because this Plan's prescription drug coverage is as good as Medicare, you do not need to enroll in a Medicare Part D Prescription Drug Plan in order to avoid a late penalty under Medicare. You may, in

the future, enroll in a Medicare Part D Prescription Drug Plan during Medicare's annual enrollment period (generally October 15 through December 7<sup>th</sup> of each year).

You can keep your current medical and prescription drug coverage with this Plan and you do not have to enroll in Medicare Part D. If however, you enroll in a Medicare Part D Prescription Drug Plan, you will lose prescription drug coverage under this Plan. If you enroll in a Medicare Part D Prescription Drug Plan you will need to pay the Medicare Part D premium out of your own pocket.

Note that you may not drop just the prescription drug coverage under this Plan. That is because prescription drug coverage is part of the entire medical plan.

Medicare-eligible individuals can enroll in a Medicare Part D Prescription Drug Plan at one of the following 3 times:

- when they first become eligible for Medicare; or
- during Medicare's annual election period (generally October 15th through December 7th); or
- for beneficiaries leaving union group health coverage, you may be eligible for a Special Enrollment Period in which to sign up for a Medicare Part D Prescription Drug Plan.

If you do not have creditable prescription drug coverage and you do not enroll in a Medicare Part D Prescription Drug Plan when first offered that enrollment opportunity, you may have a late enrollment fee on the premium you pay for Medicare coverage if and when you do enroll.

For more information about creditable coverage or Medicare Part D coverage see the Plan's Medicare Part D Notice of Creditable Coverage (a copy is available from the Administrative Office). See also: [www.medicare.gov](http://www.medicare.gov) for personalized help or call 1-800-MEDICARE (1-800-633-4227).

## VII. Dental and Vision Care Benefits

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The Plan may from time to time offer dental and/or vision care benefits. You will be notified in writing if these benefits are offered and your ability to opt out of the benefit.

The temporary dental and vision care benefit described below is being provided by the Plan for both the 2020 and 2021 calendar years. This benefit is temporary, and will only be provided in subsequent years if approved by the Trustees and communicated to you in writing.

The temporary dental and vision benefit is only available to Active Participants and Retirees who are not yet eligible for Medicare (also called Pre-Medicare Retirees) and their Covered Dependents. Medicare Retirees and their Covered Dependents are not eligible for this benefit. This benefit provides reimbursement up to \$1,250 per covered family for eligible dental and/or vision claims combined Incurred during the calendar year. There is no dental or vision deductible, copay or coinsurance. **The Plan pays 100% of eligible dental and/or vision care expenses submitted, up to \$1,250 per covered family per calendar year.** Plus, there is no dental or vision network, so you are welcome to see any licensed dental or vision provider in the U.S.

The following dental care expenses are eligible to be reimbursed under this benefit, if Medically Necessary:

- Routine dental care (like teeth cleaning and dental x-rays and fluoride treatments);
- Basic dental services (like fillings for a cavity, periodontal treatment, sealants, tooth extractions and root canal treatment);
- Major dental services (like crowns, bridgework and dentures); and
- Orthodontia (dental braces for any age).

The following vision care expenses are eligible to be reimbursed under this benefit, if Medically Necessary:

- Vision (eye) exams performed by an optometrist or ophthalmologist;
- Eyeglasses (frames and lenses) to correct a vision deficit, including single vision, bifocals, trifocals, progressive lenses and lenticular lenses. Non-prescription sunglasses are not covered;
- Contact Lenses;
- Safety Glasses;
- Eyewear for Low Vision; and
- Surgical treatment of the eyes to correct vision such as laser assisted in situ keratoplasty (LASIK)

However, please note that dental and vision care expenses are eligible for reimbursement only to the extent they are not reimbursed or eligible for reimbursement from another source, such as other dental or vision plan coverage. If you or your Covered Dependents receive eligible dental and/or vision care during the 2020 calendar year and/or the 2021 calendar year and while covered under the Plan, you can submit the claim to the Administrative Office for reimbursement up to the combined dental/vision benefit maximum of \$1,250 per covered family per calendar year. See Article XI of this Plan document and SPD for more information on how to file a claim. Claim forms can be downloaded at: [www.utpipetradesbenefits.org](http://www.utpipetradesbenefits.org).



If you do not want to participate in the temporary dental/vision benefit, you may opt out of the benefit by notifying the Administrative Office in writing of your desire to not participate.

## VIII. General Exclusions and Limitations

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**This Article VIII applies to Medical and Outpatient Prescription Drug Program benefits only.**

Because the Plan has limited funding, it does not cover all medical and prescription drug expenses. If a service or supply is not covered, then it won't apply toward your annual deductible, coinsurance maximum or out-of-pocket limit, even if the treatment is Medically Necessary. Specific exclusions applicable to Medical benefits are set forth in the Exclusions section of the Cigna Booklet, and specific exclusions applicable to the Outpatient Prescription Drug Program are set forth in the Exclusions section of the description of Outpatient Prescription Drug Program benefits under Article VI of this Plan document/SPD. In addition to these specific exclusions, the general exclusions and limitations described in this Article VIII apply to the Plan's Medical and Outpatient Prescription Drug Program benefits.

Except as required by law, the Plan does not cover services or supplies rendered for or in connection with any treatment directly or indirectly related to the following. The phrase "in connection with" also means any services, treatment, supplies, or accommodations which are a complication of, or would not be necessary but for the occurrence of, the excluded type of service, treatment, supply, or accommodations.

- Any services or supplies not specifically identified as covered, except as otherwise required by law;
- Any services or supplies for which coverage is available or furnished under any federal, state or other government program, or while incarcerated, except as required by law;
- If the individual is not obligated to pay, is not billed or would not have been billed, except for the fact that the individual was covered under this Plan;
- Any service or supply that is not Medically Necessary, or is not generally accepted medical practice for the individual's Illness or Injury;
- Injury or Illness resulting from or arising out of the Participant's or Covered Dependent's commission or attempted commission of a felony or engagement in an illegal occupation, whether or not charges are filed or a conviction results;
- Services or supplies for an Illness or Injury arising out of or occurring during incarceration;
- Charges Incurred, services delivered or supplies dispensed prior to the individual's effective date of coverage or after the individual's coverage terminates under the Plan;
- Charges submitted to the Plan more than 180 days after the expense for the service or supply is Incurred; or
- Charges payable under any other program, plan or insurance, or charges for which a third party is responsible for paying (except that the Plan may coordinate benefits or advance payment of expenses as described in Section IX).

## **IX. Coordination of Benefits, Plan Recovery for Overpayments and from Third Parties, Miscellaneous**

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If you are covered by another health plan, let the Administrative Office and the applicable Claims Administrator (Cigna or Express Scripts) know. The Plan will then coordinate benefits, which usually results in you paying for less of your health expenses. You can never receive more from your health plans than you are charged by your doctor and other providers.

Many people enroll in more than one health care plan in order to protect themselves against the high costs of medical or dental care. To keep the cost of Plan benefits as low as possible, benefit payments under the Plan are coordinated with other health care plans, Medicare, and other governmental plans, and in situations where a person has dual coverage under the Plan.

If you or your Dependents are covered under another health plan, Medicare, or other governmental plan, you must submit identical itemized bills to both plans. Coordination of benefits operates so that one of the plans (called the primary plan) will pay its benefits first. The other plan (called the secondary plan) pays after the primary plan and may reduce the benefits it pays so that the payments from all plans do not exceed 100% of the total allowable expenses. An “allowable expense” is a health care expense covered by one of the plans, including copays, coinsurance and deductibles. Sometimes the combined benefits that are paid will be less than total allowable expenses.

### **Effect On Plan Benefits**

When the Plan is primary, it pays its regular benefits in full. When the other plan is primary, the Plan pays a reduced amount.

If your primary plan reduced benefits because you did not use a primary plan preferred provider or you did not comply with the primary plan’s provisions, such as pre-certification requirements, the Plan will not pay those reductions.

In no event will the Plan reimburse an expense that is or should be covered by another plan, government program, insurance, or other source.

If you have dual coverage under the Plan (for example, because you are a Participant and you are married to another Participant), the Plan will coordinate benefits—Participant coverage is primary and Dependent coverage is secondary. If you have otherwise obtained reimbursement for an allowable expense, the Plan will not again reimburse you for that same expense.

To administer coordination of benefits, the Plan has the right to: exchange information with other plans involved in paying claims; require that you, your Physician, or your health care provider furnish information; reimburse any plan that made payments the Plan should have made; and recover overpayments.

### **Coordination With Other Health Plans**

Group plans determine the sequence in which they pay benefits, or which plan pays first, by applying a uniform set of order of benefit determination rules that are applied in the specific sequence outlined below. This Plan uses the order of benefit determination rules established by the National Association of Insurance Commissioners (NAIC) and which are commonly used by insured and self-insured plans. Any group plan that does not use these same rules always pays its benefits first.

The following rules are used to determine which medical plan is primary. If the first rule does not determine which plan is primary, the next rule is applied, and so on until the order of benefits is determined.

**Rule 1: Non-Dependent or Dependent**

- A. The plan that covers a person other than a dependent, for example, as an employee, retiree, member or subscriber is the primary plan that pays first; and the Plan that covers the same person as a dependent is the secondary plan that pays second.
- B. There is one exception to this rule. If the person is also a Medicare beneficiary, and as a result of the provisions of Title XVIII of the Social Security Act and implementing regulations (the Medicare rules), Medicare is secondary to the Plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (that is, the Plan covering the person as a retired employee); then the order of benefits is reversed, so that the Plan covering the person as a dependent pays first; and the Plan covering the person other than as a dependent (that is, as a retired employee) pays second.

**Rule 2: Dependent Child Covered Under More Than One Plan**

- A. The plan that covers the parent whose Birthday falls earlier in the calendar year pays first; and the Plan that covers the parent whose Birthday falls later in the calendar year pays second, if:
  - 1. the parents are married;
  - 2. the parents are not separated (whether or not they ever have been married); or
  - 3. a court decree awards joint custody without specifying that one parent has the responsibility for the child's health care expenses or to provide health care coverage for the child.
- B. If both parents have the same Birthday, the Plan that has covered one of the parents for a longer period of time pays first; and the Plan that has covered the other parent for the shorter period of time pays second.
- C. The word "Birthday" refers only to the month and day in a calendar year; not the year in which the person was born.
- D. If the specific terms of a court decree state that one parent is responsible for the child's health care expenses or health care coverage, and the Plan of that parent has actual knowledge of the terms of that court decree, that plan pays first. If the parent with financial responsibility has no coverage for the child's health care services or expenses, but that parent's current Spouse does, the Plan of the Spouse of the parent with financial responsibility pays first. However, this provision does not apply during any Plan Year during which any benefits were actually paid or provided before the Plan had actual knowledge of the specific terms of that court decree.

If the specific terms of a court decree state that both parents are responsible for the dependent child's health care expenses or health care coverage, the Plan that covers the parent whose Birthday falls earlier in the calendar year pays first, and the Plan that covers the parent whose Birthday falls later in the calendar year pays second.

- E. If the parents are not married, or are separated (whether or not they ever were married), or are divorced, and there is no court decree allocating responsibility for the child's health care services or expenses, the order of benefit determination among the Plans of the parents and their Spouses (if any) is:
  - 1. The plan of the custodial parent pays first; and

2. The plan of the Spouse of the custodial parent pays second; and
  3. The plan of the non-custodial parent pays third; and
  4. The plan of the Spouse of the non-custodial parent pays last.
- F. For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as described in Rule 5 (the longer/shorter length of coverage) and if length of coverage is the same, then the birthday rule (Rule 2) applies between the dependent child's parents coverage and the dependent's self or spouse coverage. For example, if a married dependent child on this Plan is also covered as a dependent on the group plan of their spouse, this Plan looks to Rule 5 first and if the two plans have the same length of coverage, then the Plan looks to whose birthday is earlier in the year: the employee-parent covering the dependent or the employee-spouse covering the dependent.

### **Rule 3: Active/Laid-Off or Retired Employee**

- A. The plan that covers a person either as an active employee (that is, an employee who is neither laid-off nor retired), or as that active employee's dependent, pays first; and the Plan that covers the same person as a laid-off or retired employee, or as that laid-off or retired employee's dependent, pays second.
- B. If the other plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
- C. If a person is covered as a laid-off or retired employee under one plan and as a dependent of an active employee under another plan, the order of benefits is determined by Rule 1 rather than by this rule.

### **Rule 4: Continuation Coverage**

- A. If a person whose coverage is provided under a right of continuation under federal or state law is also covered under another plan, the Plan that covers the person as an employee, retiree, member or subscriber (or as that person's dependent) pays first, and the Plan providing continuation coverage to that same person pays second.
- B. If the other plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
- C. If a person is covered other than as a dependent (that is, as an employee, former employee, retiree, member or subscriber) under a right of continuation coverage under federal or state law under one plan and as a dependent of an active employee under another plan, the order of benefits is determined by Rule 1 rather than by this rule.

### **Rule 5: Longer/Shorter Length of Coverage**

- A. If none of the four previous rules determines the order of benefits, the Plan that covered the person for the longer period of time pays first; and the Plan that covered the person for the shorter period of time pays second.
- B. To determine how long a person was covered by a plan, two plans are treated as one if the person was eligible for coverage under the second plan within 24 hours after the first plan ended.
- C. The start of a new plan does not include a change:
  1. in the amount or scope of a plan's benefits;

2. in the entity that pays, provides or administers the Plan; or
  3. from one type of plan to another (such as from a single employer plan to a multiple employer plan).
- D. The length of time a person is covered under a plan is measured from the date the person was first covered under that plan. If that date is not readily available, the date the person first became a member of the group will be used to determine the length of time that person was covered under the Plan presently in force.

#### **Rule 6: When No Rule Determines the Primary Plan**

If none of the previous rules determines which plan pays first, each plan will pay an equal share of the expenses incurred by the covered individual.

### **If You Are Eligible for Medicare**

Medicare is a health insurance program for people 65 years of age or older, certain younger people with disabilities, and people with end-stage renal disease (ESRD). When you or your Spouse reaches age 65, Medicare Part A (hospital insurance) is generally automatic if you apply for Social Security benefits. Medicare Part B (medical insurance) requires enrollment and monthly premium payments. Medicare Part D (prescription drug insurance) requires enrollment and monthly premium payments. Contact your local Social Security Administration Office for information about enrolling in Medicare.

**You need to enroll for both Medicare Part A and Medicare Part B to receive maximum available benefits under this Plan.** If you do not enroll in and utilize Medicare Parts A and B when eligible, benefits payable under this Plan will still be reduced by the amount Medicare would have paid under Medicare Parts A and B. If you enroll in Medicare Part D you will lose outpatient prescription drug coverage under the Plan.

To maximize your coverage, enroll in Medicare when you are eligible, and pay for Part B. However, do not enroll in Part D or the Plan won't pay for your outpatient prescription drugs.

#### **Coordination with Medicare**

Medicare is primary if:

- You or your Dependent are entitled to Medicare on the basis of age (65 or over), and you are *not* a working Participant, or
- You or your Dependent are entitled to Medicare on the basis of a disability, and you are *not* a working Participant, or
- After being entitled to Medicare on the basis of age (65 or over) or disability, you or your Dependent become eligible for Medicare because of end stage renal disease (ESRD), and you are *not* a working Participant. In these circumstances, Medicare will continue to pay benefits as the primary provider.

This Plan is primary if:

- You or your Dependent are entitled to Medicare on the basis of age (65 or over) and you are a working Participant (unless the exemption below applies), or

- You or your Dependent are entitled to Medicare on the basis of a disability, and you are a working Participant, or
- You or your Dependent become eligible for or entitled to Medicare as a result of having end-stage renal disease (ESRD). Medicare acts as the secondary payer for the first 30 months of eligibility or entitlement. After 30 months, Medicare becomes primary.

The Plan may apply for an exemption that allows a working Participant and his or her Dependents who are receiving Medicare benefits on the basis of age to receive Medicare benefits as primary benefits, and for the Plan to be secondary. This exemption is available only if the Participant works for a Contributing Employer with fewer than 20 employees for 20 or more weeks in both the prior calendar year and the current calendar year, and the government grants the Plan's application for the exemption.

## **Coordination With Medicaid, TRICARE & Other Coverage Provided By Law**

This Plan is always primary to Medicaid, TRICARE, and any other coverage provided by any other state or federal law that requires the Plan pay primary.

However, if you receive services in a U.S. Department of Veterans Affairs Hospital or facility on account of a military service-related condition, benefits are not payable by the Plan. If you receive services in a U.S. Department of Veterans Affairs Hospital or facility on account of any Illness or Injury that is *not* a military service-related condition, benefits are payable only to the extent those services are otherwise covered by the Plan.

## **Notifying the Plan of Other Coverage**

It is your responsibility to notify the Plan if you or your Dependents have coverage other than Plan coverage, or if your other coverage terminates. Failure to provide this notice may result in loss of your Plan benefits. In addition, you will be required to fully reimburse the Plan for any claims paid in excess of the amount that should have been paid under the Plan.

By participating in the Plan, you agree that if the Plan pays primary and later determines that it is the secondary plan, the Plan will be subrogated to all the rights you may have against the other plan, and you agree to execute any documents required or requested by the Plan to pursue its claims for reimbursement of the amount advanced.

## **Plan's Rights to Recovery**

Payment is made for claims based upon your representations and those of your Covered Dependents and/or providers concerning the services rendered and is contingent upon benefits being covered under the terms of the Plan.

By accepting benefits, you and your Covered Dependents agree:

- To promptly refund to the Plan any amount that exceeds the amount covered by the Plan or any amount that is subject to the Plan's subrogation or reimbursement rights, discussed in the following section,
- That the Plan may reduce or deny coverage of your claims or the claims of your Covered Dependents as a way of obtaining reimbursement, even if any such claims do not relate to the overpayment, and
- To reimburse the Plan in full for any benefits from the Plan to which the individual is later found not

to be entitled.

The Plan may also recover interest on the amounts paid by the Plan from the time of the payment until the time the Plan is reimbursed.

Furthermore, whenever any benefit payments which should have been made under the Plan have been made by another party, the Plan will be authorized to pay such benefits to the other party. Any payment made by the Plan in accordance with this provision will fully release the Plan of any liability to you. Any Participant or individual who receives (or whose family receives) benefits from the Plan to which he or she is later found not to be entitled will be required to reimburse the Plan in full.

## **Plan's Subrogation and Reimbursement Rights**

The Plan does not cover any health expenses for an Injury or Illness if the expenses are recoverable from someone else (a "third party"). The Plan may refuse to pay any health expenses the Plan believes are or may be the responsibility of a third party. Alternatively, the Plan may advance payment of benefits while you pursue recovery from a third party, subject to the Plan's right to be fully reimbursed out of any payment that a third party makes to you, your family members, your attorney or to anyone else acting on your behalf in connection with the Injury or Illness (a "third-party payment"). Third-party payments are assets of the Plan and cannot be transferred or paid to you or any other person until the Plan has been fully reimbursed. This is called the Plan's *right to reimbursement*.

In addition, the Plan has the right to take your place in recovering payments directly from the third party. The Plan's right to do this is called its *right of subrogation*.

For instance, if you are injured in an automobile accident, the Plan is entitled to both subrogation and reimbursement as follows:

- If your insurance company or the other driver's insurance company is responsible for making a payment to you because of the accident, the Plan has the right to demand that the insurance company pay the Plan directly first for the expenses covered by the Plan, before you get any excess amount.
- If you make a claim or file a lawsuit against the other driver and get any kind of recovery, the Plan again has the right to be paid first, even if you don't agree it should. If you obtain any kind of payment before the Plan gets its share, you must reimburse the Plan immediately.

Under its rights of subrogation, the Plan may make a claim or file a lawsuit for you, or act in your behalf in any claim or legal proceeding, and would be entitled to reimbursement for court costs, expenses, and attorneys fees, in addition to the benefits advanced by the Plan.

The Plan's rights to subrogation and reimbursement also constitute a "constructive trust" or "equitable lien" against any and all third-party payments made now or in the future, regardless of how the payments are characterized. The Plan's lien is in the full amount of all the health expenses paid by the Plan in connection with the Illness or Injury, regardless of when the expenses are paid or Incurred (including, for example, expenses Incurred after you receive a third-party payment). In the Plan's sole discretion, the Plan's lien may also include interest on the amounts paid by the Plan from the time of payment until the time the Plan is reimbursed. The Plan is not required to pay any fees to the attorney you hire to pursue a third-party payment, or to reduce its lien for any costs or attorney's fees you incur or for any other reason.



**The Plan's rights to third-party payments.** The Plan is entitled to *full* reimbursement for all health expenses it pays relating to the Illness or Injury and has a "first dollar" right of reimbursement. That is, the Plan has the right to be reimbursed first from the total amount of any and all third-party payments, without reduction for any attorney's fees or costs that you may incur in pursuit of the recovery. The Plan has the right to be reimbursed even if the third-party payments are not designated as payment for medical or disability expenses. This includes the following payments:

- Any judgment, settlement, or other payment relating to the Illness or Injury, from whatever source.
- Any payment made by your insurance or a third party's insurance, including vehicle insurance, no-fault automobile insurance, uninsured or under insured motorist coverage, business insurance, homeowner's insurance, personal umbrella insurance, or any other type of insurance or insurance-type coverage.
- Payments designated as medical benefits, as disability payments, as compensation for pain and suffering, as attorneys fees, or as other specified or general damages.
- Any partial payment made for any reason, even if you are not "made whole." This means that the Plan has the right to be repaid in full first, even if you do not expect to receive full compensation for your damages from the third party.

**Your notification and cooperation are required.** By accepting benefits under the Plan, you agree that the Plan has the rights of subrogation and reimbursement, and you agree to promptly provide information requested by the Plan to help it enforce these rights.

You must notify the Plan within 45 days of the date that you have an Injury or Illness that might be the responsibility of a third party and when you or your attorney gives notice to any third party that you intend to investigate or pursue a claim to recover damages.

In addition, the Plan may require that as a condition of advancing further benefits relating to the Illness or Injury, you or your covered spouse or other family members, as well as any attorney or authorized representative for you or your covered spouse or other family members, sign a reimbursement agreement within 45 days of the request. This reimbursement agreement may: (1) incorporate any or all of the rules of the Plan regarding the Plan's rights to subrogation and reimbursement, (2) require that your attorney agree to honor the Plan's lien on third-party payments, and/or (3) contain any other terms necessary or appropriate to enforce the Plan's rights or to ensure that the contract will be enforceable in state or federal court, at the Plan's election. Any benefits the Plan advances in absence of a signed reimbursement agreement will nonetheless be fully subject to the Plan's subrogation and reimbursement rights.

If you receive a third-party payment, you must promptly notify the Plan and hold the total amount of the payment in an escrow or trust account acceptable to the Plan (or, if you are represented by an attorney, you must direct your attorney to hold such funds in trust) until the Plan has been fully reimbursed. A third-party payment constitutes Plan assets under ERISA, to the extent of the Plan's lien. That means that you have a fiduciary responsibility to protect the Plan's lien and reimbursement rights.

If you or your attorney do not timely provide requested information, do not timely sign the Plan's reimbursement agreement, do not timely reimburse the Plan following receipt of a third-party payment, or otherwise fail to cooperate, the Plan will stop advancing benefits related to the Injury or Illness, and any expenses previously advanced by the Plan will be considered an overpayment of Plan benefits. To recoup the overpayment, the Plan may reverse (i.e., deny) payment of such benefits, deny coverage of your other benefit claims or the claims of your covered family members (even if the claims do not relate

to the Injury or Illness), and/or take legal action. The Plan's lien continues to apply to a third-party payment regardless of whether the funds have been disbursed or commingled with other funds.

### **More about subrogation and reimbursement.**

- After you have received a third-party payment, the Plan may pay no further expenses relating to the Illness or Injury, regardless of when the expenses are Incurred. As a condition of advancing payment of any further expenses, the Plan may require that you continue to hold all or a portion of the total third-party payment in trust for the purpose of reimbursing the Plan.
- The Plan's subrogation and reimbursement rights also apply to your covered spouse and other family members and to your (or their) estates or heirs in the event of death.
- The Plan's subrogation and reimbursement rights apply even if you receive a third-party payment before the Plan has paid any health expenses relating to the Injury or Illness. In that case, you are responsible to use the third-party payment to pay the health expenses.
- Where the Plan advances benefits related to an Illness or Injury, it pays secondary to any other insurance coverage (for example, personal injury protection (PIP), medical payments, specific loss, or homeowner's insurance).
- The Plan's determination of whether a health expense is related to the Illness or Injury controls. For purposes of the Plan's subrogation and reimbursement rights, an "Illness" also includes a disability.
- The Plan is an employee welfare benefit plan governed by ERISA. The Plan's medical benefits are self-funded.
- The Plan's rights of subrogation and reimbursement are not affected in any way by claims that you must be made whole, or that a "common fund" or any other apportionment doctrine applies under any statute or common law. The Plan disclaims all such doctrines and defenses.

By accepting Plan benefits, you agree to these conditions and covenant not to raise any contrary claims in any action by the Plan to enforce its reimbursement or recovery rights.

### **No Assignment**

Health benefits or other rights under the Plan may not be sold, transferred, pledged or assigned, and any attempt to do so will be void. The provision of Plan documents and information or payment of benefits directly to a health care provider, if any, is done as a convenience for you and your covered Dependents and does not constitute an assignment of health benefits under the Plan.

### **Provider Nondiscrimination**

The Plan will comply with applicable law on provider nondiscrimination.

### **Keeping Information Current**

1. **CONTACT INFORMATION.** It is your responsibility to make sure the Administrative Office has current information regarding you and your Dependents. Advise the Administrative Office promptly of any change in your home address so their records will be kept current.
2. **BENEFICIARY DESIGNATION.** Contact the Administrative Office to obtain the necessary form in the event you wish to change your beneficiary for your life and AD&D insurance benefits. A new enrollment form will be sent to you when you notify the Administrative Office of a beneficiary or family composition change.
3. **FAMILY COMPOSITION.** Give prompt, written notice to the Administrative Office about any change in your family such as marriage or divorce, birth of a child, the marriage or loss of

Dependent status of any of your children, or the death of any Dependent. A new enrollment form will be sent to you when you notify the Administrative Office of a beneficiary or family composition change.

4. **OTHER INSURANCE COVERAGE.** Give prompt written notice to the Administrative Office about any other insurance coverage you or your Dependents may have. Also give written notice of changes in employment of Dependent spouse or children.

It is your responsibility to notify the Administrative Office of a change in Dependent status, such as your divorce. If notice is not given and the Fund pays the claims of a person who is not eligible for coverage, you will be responsible to reimburse the Fund. If you do not promptly reimburse the Fund, the Fund will not pay your and your Dependents' future claims, which the Fund would otherwise cover. The Fund may also sue you to recover overpaid amounts.

## **Nondiscrimination Statement**

The Fund complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, or age. If you believe that the Fund has discriminated on one of these bases, you can file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, reachable at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or 1-800-368-1019, 800-537-7697 (TDD).

## **HIPAA Privacy and Security**

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations provide specific privacy rights relating to your protected health information ("PHI"). The ways in which the Plan can use and disclose your PHI are summarized in the Plan's Notice of Privacy Practices. You can obtain a copy of this Notice by contacting the Administrative Office.

HIPAA also applies to your PHI that the Board of Trustees (as Plan sponsor) creates, receives or maintains on behalf of the Plan. Unless otherwise permitted by law, the Plan may disclose PHI, including electronic PHI, to the Board of Trustees only if the information is exempt information, or if the disclosure is for plan administration functions.

**Definitions.** For purposes of this section, the following definitions apply:

- **Protected health information ("PHI")** means information that is created or received by the Plan that identifies a living or deceased individual, or for which there is a reasonable basis to believe the information can be used to identify the individual, and which relates to: the past, present, or future physical or mental health or condition of the individual; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual.
- **Electronic PHI** means PHI that is transmitted or maintained in electronic media.
- **Exempt information** means: (a) summary health information, if requested for purposes of obtaining premium bids or modifying amending, or terminating the Plan; (b) information on whether an individual is participating in the Plan, or is enrolled in or has disenrolled from health insurance offered by the Plan; and (c) PHI that may be disclosed pursuant to an authorization that satisfies the applicable requirements of 45 C.F.R. § 164.508.
- **Summary health information** means information that summarizes the claims history, claims expenses, or type of claims experienced by individuals provided health benefits under the Plan, and

from which information described at 45 C.F.R. § 164.514(b)(2)(i) has been deleted, except that the geographic information described in 45 C.F.R. § 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit zip code.

- **Plan administration functions** are administration functions performed by the Board of Trustees on behalf of the Plan (such as quality assurance, claims appeals, auditing and monitoring), and exclude functions performed by the Board of Trustees in connection with any other benefit or benefit plan of the Board of Trustees.
- **Security incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

**Trustee Certification.** With respect to PHI and electronic PHI (other than exempt information, which is not subject to this section) that it creates, receives, maintains or transmits while performing plan administration functions, the Board of Trustees certifies that:

- The Trustees will not use or disclose any PHI received from the Plan, except as permitted in this booklet or required by law.
- The Trustees will ensure that any of their subcontractors or agents to whom they provide PHI that was received from the Plan agree to the same obligations to protect PHI as are imposed on the Trustees, and agree to implement reasonable and appropriate security measures to protect any electronic PHI received from the Board of Trustees.
- The Trustees will not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan sponsored by the Trustees.
- The Trustees will report to the Plan any impermissible use or disclosure of PHI of which they become aware and any security incident of which they become aware.
- The Trustees will make their internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for the purpose of determining the Plan's compliance with HIPAA.
- When the PHI is no longer needed for the purpose for which disclosure was made, the Trustees must, if feasible, return to the Plan or destroy all PHI that the Trustees received from or on behalf of the Plan. This includes all copies in any form. If return or destruction is not feasible, the Trustees agree to restrict and limit further uses and disclosures to the purposes that make the return or destruction infeasible.
- The Trustees will make PHI available to the Plan to permit Participants and Covered Dependents to inspect and copy their PHI contained in a designated record set, in accordance with 45 C.F.R. § 164.524.
- The Trustees will make a Participant's/Covered Dependent's PHI available to the Participant to amend or correct PHI contained in a designated record set that is inaccurate or incomplete, and the Trustees will incorporate any such amendments, in accordance with 45 C.F.R. § 164.526.

- The Trustees will make a Participant's/Covered Dependent's PHI available to permit the Plan to provide an accounting of disclosures, in accordance with 45 C.F.R. § 164.528.
- The Trustees shall ensure that the adequate separation between the Plan and the Trustees (i.e., the “firewall” described below) required by 45 C.F.R. § 164.504(f)(2)(iii) is established, and ensure that such adequate separation is supported by reasonable and appropriate security measures.
- The Trustee will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI.

**Firewall.** The Trustees, their professional advisors, and the employees of the Administrative Office that assist with plan administration functions will only have access to and use of PHI (other than exempt information, which is not subject to this section) to the extent necessary to perform plan administration functions, or as otherwise permitted by law.

**Effective Mechanism for Resolving Issues of Noncompliance.** The Trustees will not retaliate against any person for reporting a privacy violation, filing a privacy complaint with the Trustees, or otherwise exercising any privacy rights. A Trustee who has improperly used or disclosed PHI may be barred from receiving further PHI, barred from Trust conferences, and/or reported to the entity which appointed him.

**Hybrid entity designation.** To the extent the Plan qualifies as a “hybrid entity” under 45 C.F.R. § 164.103, only its health care components are subject to this section. The Plan designates as its “health care components” all benefits provided by the Plan except for weekly disability benefits, life insurance benefits, and accidental death and dismemberment benefits.

## X. Weekly Disability Benefits

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Weekly disability benefits are only available to Active Employees.

### Weekly Benefit

If you become Totally Disabled due to an accidental bodily Injury or Illness, and are under the care of a Physician for the total disability, the Fund will pay you a weekly benefit in the amount of \$444, subject to applicable taxes. Benefits are payable for a maximum of 13 weeks.

You must submit a claim to the Administrative Office, along with a certification by your Medical Doctor or Doctor of Osteopathy that you are Totally Disabled. Your benefit will be payable on (1) the 1<sup>st</sup> day of your total disability caused by Injury, or (2) the 8<sup>th</sup> day of your total disability caused by Illness.

*Successive Periods of Disability.* If you have a second period of total disability, separated from the first by less than two weeks of continuous active work or availability for work, you will be considered to have a single period of total disability rather than two. However, if the second disability occurs after you return or are available for work, and it is caused by a non-occupational bodily Injury or Illness that is entirely unrelated to the first disability, it will be considered a new and separate period of total disability.

*Limitations.* You are **not** eligible for weekly disability benefits if:

- a. You are not under the regular care of a Medical Doctor or Doctor of Osteopathy;
- b. The disability arises or is sustained in the course of any employment, occupation, or work or activity for wages, compensation or profit; or
- c. The disability results from the commission or attempted commission of a felony or engagement in an illegal occupation, whether or not charges are filed or a conviction results.

## **XI. How to File a Claim for Benefits**

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This section describes the procedures for filing a claim for benefits under the Plan and for appealing a denied claim. A “claim for benefits” means a request for Plan benefits made in accordance with the procedures described in this document, including the attached Cigna Booklet and any other attachments. This section (“How to File a Claim for Benefits”) applies to the Plan’s Weekly Disability Benefits and all health benefits, including medical, prescription drug and any temporary dental and vision benefits being offered. See the applicable insurance contracts for claims procedures for the Life and Accidental Death and Dismemberment (“AD&D”) benefits. If you or your Dependent or your Beneficiary or your service provider or other agent submits a claim that is fraudulent or knowingly false, you and your Beneficiaries and Dependents will cease to be eligible for Plan benefits, and will lose eligibility for benefits paid that relate to the false or fraudulent claim. In addition, the Plan reserves the right to take all legal and criminal action to recoup and prevent losses related to false and fraudulent claims.

For purposes of this section, the term “Disability Benefits” refers to the Weekly Disability Benefits and the term “Medical Benefits” refers to all health benefits, including prescription drug benefits and, if offered, dental and vision benefits.

### **General Claims Information**

***Enrollment form.*** You must complete and submit any required enrollment form to the Plan Administrative Office in accordance with the rules and deadlines described in Section II in order to be covered for benefits under the Plan. You can obtain an enrollment form from the Administrative Office. You must also submit all information requested by the Administrative Office that is reasonably necessary to administer the Plan and pay benefits, such as social security numbers for you and your Dependents, proof of marriage, divorce, death, or birth, other insurance information, and evidence of employment. Claims will not be paid if the enrollment form and information is not timely received by the Administrative Office.

***Where to obtain claim forms.*** You can obtain a claim form for temporary dental/vision benefits or Disability Benefits from your Local Union office or from the Administrative Office. You may obtain a claim form for Life and AD&D Insurance benefits from the Administrative Office or from ULLICO, which is the insurer for these benefits. Contact the Pharmacy Benefit Manager for a claim form for the Outpatient Prescription Drug Program. For claims with respect to Medical Benefits described in Cigna Booklet, see the “How To File Your Claim” section of the Cigna Booklet. Cigna is the Claims Administrator for the Medical Benefits described in the Cigna Booklet. Contact information for all of these entities is listed in the Quick Reference Chart in the front of this document.

***Where to file claim forms and appeals.*** All claims must be filed with the Claims Administrator (identified in the Chart below). However, a claim for Life and AD&D Insurance benefits should be submitted to the Administrative Office, which will assist in the filing of your claim with the Claims Administrator. All appeals of denied claims must be filed with the Claims Fiduciary (identified below).

CLAIMS ADMINISTRATOR/CLAIMS FIDUCIARY CHART		
PLAN BENEFITS*	CLAIMS ADMINISTRATOR	CLAIMS FIDUCIARY
<p>Medical Benefits</p> <p>Post-service medical claims</p>	<p>Cigna</p> <p>To the address shown on your ID card, or</p> <p>P.O. Box 182223 Chattanooga, TN 37422-7223</p> <p>(800) Cigna24 or (800) 244-6224 <a href="http://www.Cigna.com">www.Cigna.com</a></p>	<p>Post-service claim appeal:</p> <p><i>First Level Appeal</i></p> <p>Cigna (contact information noted to left)</p> <p><i>Second Level Appeal</i></p> <p>Board of Trustees (c/o Administrative Office)</p> <p>P.O. Box 1975 San Ramon, CA 94583</p> <p>7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566</p> <p>Telephone: 801-908-5781 or Toll Free at 877-416-8181 Fax: 925-416-0108</p>
<p>Medical Benefits</p> <p>Urgent, Pre-service and Concurrent medical claims</p>	<p>Cigna</p> <p>(contact information noted above)</p>	<p>Urgent, Pre-service, and Concurrent claim appeal:</p> <p>First and Second Level Appeals</p> <p>Cigna (contact information noted above)</p>
<p>Prescription Drug Program</p> <p>Urgent, Pre-service and Concurred retail and mail order prescription drug claims</p>	<p>Express Scripts</p> <p>Toll Free at 800-753-2851</p> <p>Submit paper claims to: Express Scripts ATTN: Commercial Claims P.O. Box 14711 Lexington, KY 40512-4711</p>	<p>Urgent, Pre-service and Concurred retail and mail order prescription drug claim appeal:</p> <p>First and Second Level Appeals</p> <p>Express Scripts (contact information noted to left)</p>



<b>CLAIMS ADMINISTRATOR/CLAIMS FIDUCIARY CHART</b>		
<b>PLAN BENEFITS*</b>	<b>CLAIMS ADMINISTRATOR</b>	<b>CLAIMS FIDUCIARY</b>
<p>Prescription Drug Program</p> <p>Post-service direct member reimbursement of retail prescription drug claims</p>	<p>Express Scripts</p> <p>(contact information noted above)</p>	<p>Post-service direct member reimbursement of retail prescription drug claim appeal:</p> <p><i>First Level Appeal</i></p> <p>Express Scripts (contact information noted to left)</p> <p><i>Second Level Appeal</i></p> <p>Board of Trustees (contact information noted above)</p>
<p>Temporary Dental &amp; Vision Benefits</p>	<p>Administrative Office</p> <p>P.O. Box 1975 San Ramon, CA 94583</p> <p>7180 Koll Center Parkway, Suite 200 Pleasanton, CA 94566</p> <p>Telephone: 801-908-5781 or Toll Free at 877-416-8181 Fax: 925-416-0108</p>	<p><i>First Level Appeal</i></p> <p>Administrative Office (contact information noted to left)</p> <p><i>Second Level Appeal</i></p> <p>Board of Trustees (contact information noted above)</p>
<p>Disability Benefits</p> <p>Weekly disability benefit claims</p>	<p>Administrative Office</p> <p>(Contact information noted above)</p>	<p>Board of Trustees</p> <p>(contact information noted above)</p>
<p>Life &amp; AD&amp;D Insurance Benefits</p> <p>(appeals process not described in this document, instead contact the Life Insurance Company)</p>	<p>ULLICO</p> <p>c/o Administrative Office</p> <p>See above</p>	<p>ULLICO</p> <p>8403 Colesville Road Stop 709 Silver Spring, MD 20910-6331</p>

\*A “pre-service” claim (also known as a “precertification” claim or a “pre-approval” claim) is a request for benefits under the Plan where the Plan conditions payment, in whole or in part, on the approval of the benefit in advance of obtaining health care. A “post-service” claim involves only the payment or reimbursement of the cost of the care that has already been provided. “Urgent” and “concurrent” care claims are defined further below in this Section.

Also, a dispute solely as to whether you have met the requirements for eligibility or enrollment under the Plan is subject to the Plan’s internal claim and appeal procedures, as if it were a disability claim (i.e., the procedures and timeframes described below concerning “disability claims” apply to a claim concerning eligibility or enrollment). The internal appeal procedures need to be exhausted for such disputes before you can bring a civil action under Section 502(a) of ERISA.

***How to complete your claim form for Medical Benefits.*** For Medical Benefits described in the Cigna Booklet, please see the “How To File Your Claim” section of the Cigna Booklet. For other Medical Benefit claims, the following applies:

In order for a medical claim form to be considered complete, you must:

1. Complete the employee portion of the claim form.
2. For claims after service or treatment, attach all itemized bills or provider's statements that describe the services rendered and return the claim form to the Claims Administrator.

Before submitting a claim, check the claim form to be certain that applicable portions of the form are completed and, for claims after service or treatment, that you have submitted all itemized bills. By doing so, you will speed the processing of your claim. If the claim form has to be returned to you for information, delays in payment will result.

Claims must show the applicable procedure codes adapted from: (1) the Current Physician Terminology (CPT) Uniform Codes on Medical Procedures; (2) the American Dental Association (ADA) recommended Uniform Codes on Dental Procedures and Nomenclature, and (3) the actual charges to the Participant for all services or procedures.

***Time limit for filing claims for Medical Benefits.*** Your completed claim form with all itemized bills generally must be received by the Claims Administrator within 180 days after the date your claim was Incurred. NO BENEFITS WILL BE PAID IF YOUR CLAIM IS SUBMITTED MORE THAN 180 DAYS AFTER THE DATE IT WAS INCURRED. There is an exception for Dental and Vision Care Benefits described in Section VII of this Booklet – the deadline for submitting a claim for Dental and Vision Care Benefits is instead one year after the date your claim was incurred.

***Many Providers and pharmacies will file a claim on your behalf.*** When you visit a Provider or a pharmacy, present your medical or prescription drug identification card. If it is a Participating Provider or a participating pharmacy, it will automatically file a claim on your behalf. But even if it is not, it might nevertheless be willing to file the claim on your behalf. If a provider submits a claim on your behalf, the Plan may, but is not required to, remit payment of Covered Expenses directly to the Participating Provider or participating pharmacy, as a convenience to you.

***How to complete your claim form for Disability Benefits.*** In order for a Disability Benefits claim form to be considered complete, you must complete the Employee section and your Physician must complete the Physician section of the form. Return the completed form to the Claims Administrator.

***Time limit for filing claims for Disability Benefits.*** All claims for Disability Benefits must be submitted within 180 days of the date of your Illness or Injury.

***Life and AD&D Insurance claims.*** Contact the Administrative Office to file a claim for Life and AD&D Insurance benefits. Life and AD&D Insurance claims, along with any required proof of loss, should be submitted as soon as possible following the date of death or dismemberment.

***Your “authorized representative” may file a claim or appeal a denied claim on your behalf.*** Your “authorized representative” means a person you authorize, in writing, to act on your behalf with respect to a claim. It also means a person authorized by court order to submit claims on your own behalf. For a healthcare claim involving urgent care, a health care professional with knowledge of your condition may always act as your authorized representative. See the Cigna Booklet for specific provisions related to the appointment of an “authorized representative” with respect to Medical Benefits described in the Cigna Booklet.

## **Claims Review Process**

A claim for benefits under the Plan arises only if you have filed a written request for a benefit determination with the Claims Administrator. The following sets forth the Plan’s timelines for deciding your claim, and your appeal rights if your claim for benefits is denied. The Claims Fiduciary may, outside of the timelines set forth herein, reconsider an initial claim or appeal determination at any time if facts that were not within the control of the Claims Fiduciary become known subsequent to the initial determination. In addition, if your claim is for Medical Benefits, different claim and appeal procedures apply based on whether your claim is for prior approval of a benefit before the service or treatment is obtained, or is after service or treatment, and your claim may also be eligible for an External Review Process.

## **General Provisions Applicable to Medical Benefit and Disability Benefit Claim Determinations**

Initial Denial Decisions and Appeal Decisions will be provided in a culturally and linguistically appropriate manner in a non-English language upon request, but only if you live in a county where 10 percent or more of the population is literate only in the same non-English language as determined by applicable federal guidance.

If the above percentage threshold standard is met, the following three conditions will apply to claimants in such counties: Oral language services such as a telephone hotline in the applicable non-English language will be available to answer questions and assist in filing claims and appeals; the Plan will provide upon request a notice in the applicable non-English language; and the Plan will include in the English version of all notices a statement in the applicable non-English language clearly indicating how to access the language services.

The Plan ensures that claims and appeals are adjudicated in a manner designed to ensure the independence and impartiality of persons, such as medical or vocational experts or a claims adjudicator, involved in making decisions and no decisions regarding hiring, compensation, termination, promotion, or other similar matters will be based upon the likelihood that the person will support a denial of benefits.

If the Plan fails to adhere to all the requirements of the Claims Review Process, you may be deemed to have exhausted the internal claims and appeal process and may submit a request for external review if applicable (external review is only available for certain Medical Benefit claims). A deemed exhaustion, however, does not occur if violations of the claims review process are *de minimis* violations that do not

cause, and are not likely to cause prejudice or harm to you so long as the violations were for good cause or due to matters beyond the control of the Plan and occurred in the context of an ongoing good faith exchange of information between you and the Plan. You may request a written explanation of the violation from the Plan, which must be provided within 10 days, including the bases for asserting that the violation should not cause the internal claims and appeals process to be deemed exhausted. In case there is a deemed exhaustion, you may also be entitled to remedies under Section 502 of ERISA by filing a case in court. Unless otherwise specified herein, you are required to exhaust the internal claim and appeal process before filing a request for external review or filing a lawsuit.

#### *MEDICAL BENEFIT AND DISABILITY BENEFIT CLAIM DETERMINATIONS AND APPEALS*

The following procedures apply to any claim for Medical Benefits or Disability Benefits:

##### **Timing of Initial Determination – Precertification of Medical Benefits Claims**

The Plan requires that you get prior review or approval before you receive certain covered services or treatments in order to receive higher levels of benefits under the Plan than if prior approval is not obtained. The following rules apply to these claims for prior review or approval required by the Plan. Prior review or approval procedures required by the Plan are referred to in these procedures as “precertification” or “pre-service” claims.

***Urgent precertification claims.*** If your precertification claim is determined by the Plan to be a claim involving urgent care (as defined below), notice of the Plan’s decision will be provided to you as soon as possible, taking into account the medical exigencies, but no later than 72 hours after receipt of your claim by the Plan. For this purpose, the Plan shall defer to a determination of urgent care by the attending provider. If, however, you do not provide sufficient information to decide your claim, a notice requesting specific additional information will be provided to you within 24 hours of receipt of your claim. The Plan’s decision regarding your claim will then be issued no later than 48 hours after the earlier of 1) the Plan’s receipt of the requested information or 2) the expiration of the time period set by the Plan for you to provide the requested information (at least 48 hours). Benefit denials with respect to urgent precertification claims may be oral or in writing. If the denial is provided orally, written notice will also be provided within 3 days after the oral notice.

A “claim involving urgent care” is a claim for precertification where application of the normal time periods for deciding your claim 1) could seriously jeopardize your life or health or your ability to regain maximum function, or 2) in the opinion of a physician with knowledge of your medical condition, would subject you to severe pain that cannot adequately be managed without the care or treatment being sought. If a physician with knowledge of your medical condition determines that your claim meets this definition of urgent care, the claim will be treated by the Plan as involving urgent care. You or your authorized representative should specifically request an expedited claim review and/or appeal process if you believe that the claim involves urgent care.

***Regular precertification claims.*** If your precertification claim is not an urgent care claim, written notice of the Plan’s decision will generally be provided to you within a reasonable period of time, but no later than 15 days after receipt of your claim by the Plan. If matters beyond the control of the Plan so require, one 15-day extension of time for processing the claim beyond the initial 15 days may be taken. Written notice of the extension will be furnished to you before the end of the initial 15-day period. An extension notice will explain the reasons for the extension and the expected date of a decision.

If an extension is required because you have not provided the information necessary to decide your claim, the notice of extension will specifically describe the required information, and the time period for processing your claim will not run from the date of such notice until the earlier of 1) the date the Plan receives your response to a request for additional information or 2) the date set by the Plan for your requested response (at least 45 days from the date of the request).

***Failure to follow precertification procedures.*** If your communication to the Plan concerning precertification does not comply with the Plan's procedures for filing pre-certification claims, notice of the proper procedures will be provided to you within five days of the communication. If, however, the communication involves urgent care, notice will be provided within 24 hours. Such corrective notice will be provided only if your communication specifically names the claimant, medical condition or symptoms, and the treatment, service or product being requested. Notice may be oral, unless you request written notice.

#### **Timing of Initial Determination – Medical Benefits Claims After Service or Treatment**

If your claim for a Medical Benefit does not require pre-approval in advance of receiving medical care, written notice of a denial will generally be provided to you within a reasonable period of time, but no later than 30 days after receipt of your claim by the Plan. If matters beyond the control of the Plan so require, one 15-day extension of time for processing the claim beyond the initial 30 days may be taken. A written notice of the extension will be furnished to you before the end of the initial 30-day period. An extension notice will explain the reasons for the extension and the expected date of a decision.

If an extension is required because you have not provided the information necessary to decide your claim, the notice of extension will specifically describe the required information, and the time period for processing your claim will not run from the date of such notice until the earlier of 1) the date the Plan receives your response to a request for additional information or 2) the date set by the Plan for your requested response (at least 45 days from the date of the request).

#### **Timing of Initial Determination – Concurrent Care Coverage Medical Benefit Claims**

***Reduction or termination of ongoing course of treatment.*** If the Plan has previously approved an ongoing course of treatment to be provided over a period of time or a number of treatments, notice of any later decision to reduce or terminate the ongoing course of treatment (other than by Plan amendment or termination) shall be treated as an adverse benefit determination that you can appeal. Such notice will be provided to you sufficiently in advance of the reduction or termination to allow you to appeal and receive a determination on appeal before the treatment is reduced or terminated, so that generally your benefits for an ongoing course of treatment would continue pending an appeal.

***Extension of ongoing course of treatment involving urgent care.*** If your request that the Plan extend an ongoing course of treatment beyond the previously approved period of time or number of treatments involves urgent care, you will be notified of the decision by the Plan within 24 hours after its receipt of the request, provided the request is received at least 24 hours prior to the expiration of the pre-approved period of time or number of treatments.

#### **Timing of Initial Determination – Disability Benefits Claims**

A written denial notice with respect to a Disability Benefit claim will be provided to you within a reasonable period of time, but not later than 45 days after receipt of your claim by the Plan. If matters beyond the control of the Plan require an extension of the time for processing your claim, the initial

period may be extended for up to 30 days. Written notice of an extension will be sent before the end of the initial 45-day period. In addition, another 30-day extension of time for processing your claim due to matters beyond the control of the Plan may be taken. Written notice of such second extension will be sent before the end of the first 30-day extension period. The extensions shall not exceed a period of 60 days from the end of the initial 45-day period.

An extension notice will explain the reasons for the extension, the expected date of a decision, the standards for a benefit entitlement, any unresolved issues that prevent a decision on your claim, and any additional information needed to resolve those issues. If an extension is required because you have not provided the information necessary to decide your claim, the time period for processing your claim will not run from the date of notice of an extension until the earlier of 1) the date the Plan receives your response to a request for additional information or 2) the date set by the Plan for your requested response (at least 45 days from the date of the request).

### **Contents of Initial Denial – Medical Benefits and Disability Benefits Claims**

If your claim is denied, in whole or in part, you will be notified in writing or electronically by the Plan. The notice will include all of the following that pertain to the determination:

- the specific reason or reasons for the denial,
- references to the specific Plan provisions on which the denial is based;
- a statement of your right to receive, upon request free of charge, reasonable access to and copies of all Relevant Documents;
- a description of any additional material or information necessary in order for you to perfect the claim, and an explanation of why such material or information is needed;
- an explanation of the Plan's available internal appeal and external review processes (as applicable) for denied claims, including information regarding how to initiate an appeal and the applicable time limits for submitting your appeal (claims involving urgent care will have a description of expedited appeal procedures);
- a statement of your right to bring a civil action under Section 502(a) of ERISA if your claim is denied on appeal; and
- if the decision was based on a medical necessity or experimental treatment or other similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying Plan terms to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

If your claim is for Medical Benefits, the notice will also include the following:

- information sufficient to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable), and a statement describing the availability, upon request, of the diagnosis code and treatment code and their corresponding meanings;
- the specific reason or reasons for the denial will include, to the extent applicable, the denial code and its corresponding meaning and a description of the plan's standard, if any, that was used in denying the claim;
- any internal rule, guideline, protocol or other similar criterion that was relied upon in deciding your claim for benefits, or a statement that such was relied upon and a copy will be provided free of charge

upon request; and

- the availability of, and contact information for, any applicable office of health insurance consumer ombudsman established under the Public Health Services Act section 2793 to assist individuals with the internal and external claims and appeals process.

If your claim is for Disability Benefits, the notice will also include the following:

- a discussion of the decision, including an explanation of the basis for disagreeing with or not following the views presented by you to the Plan of health care professionals that treated you and vocational professionals that evaluated you, the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the decision, without regard to whether the advice was relied upon in making the decision, and a disability determination made by the Social Security Administration about yourself; and
- any internal rule, guideline, protocol, standard, or other similar criterion that was relied upon in deciding your claim for benefits, or a statement that such internal rule, guideline, protocol, standard, or other similar criterion does not exist.

### **Appeal Procedure for Denied Medical Benefits and Disability Benefits Claims**

A denial of a claim includes a denial in whole or in part, and for purposes of appeal rights, includes a rescission of coverage whether or not the rescission has an adverse impact on any particular benefit at that time and can include a rescission of a determination you are disabled.

If you wish to appeal a denial of a claim, you or your authorized representative must file a written appeal with the applicable Claims Fiduciary (as listed in the Chart above) within 180 days after receiving notice of denial, unless your claim is for Medical Benefits and concerns the reduction or termination of a previously approved ongoing course of treatment. In that case, you must file a written appeal within a shorter time period that permits the Claims Fiduciary to issue an appeal decision before the treatment is reduced or terminated. You or your authorized representative may submit a written statement, documents, records, and other information. You may also, free of charge upon request, have reasonable access to and copies of Relevant Documents (defined below).

With respect to Medical Benefits described in the Cigna Booklet, if you are unable or choose not to write, you may ask Cigna to register your appeal by telephone. Also, if you are requesting that an appeal of a denied claim with respect Medical Benefits be expedited because it is a claim involving urgent care (as defined above), you may also ask for an Expedited External Review at the same time, if the time to complete an expedited level-one appeal would be detrimental to your medical condition. See the description of the Expedited External Review Process later on in this Section.

The review on appeal will consider all statements, documents, and other information submitted by you or your authorized representative, whether or not such information was submitted or considered under the initial denial decision. Appeal determinations are made in accordance with Plan documents. In addition:

- the appeal decision will not defer to the initial decision denying your claim and will be made by the Claims Fiduciary, who is not a person who made the initial decision, nor a subordinate of such person;

- if the initial denial decision was based in whole or in part on a medical judgment, the Claims Fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- any health care professional engaged for such consultation will not be a person consulted in the initial decision, nor a subordinate of any such person;
- any medical or vocational expert whose advice was obtained in connection with the decision to deny your claim will be identified upon request, whether or not the advice was relied upon;
- if your claim involves urgent care, your request for an appeal may be submitted orally or in writing, and all necessary information, including the appeal decision, is to be transmitted between the Plan and you by telephone, facsimile, or other similarly expeditious method; and
- you will be provided, free of charge, any new or additional evidence considered, relied upon, or generated by the Plan or at the direction of the Plan in connection with the claim and any new or additional rationale upon which the decision is based, and such information will be provided as soon as possible and sufficiently in advance of the date the final internal appeal decision is required to be issued to provide a reasonable opportunity for you to respond prior to that date.

The Claims Fiduciary reviews appeals of denied claims and makes final determinations. The Claims Fiduciary has the discretionary authority to administer, construe and interpret the terms and provisions of the Plan, SPD and Trust Agreement in order to determine benefits under the Plan.

Claims for Medical Benefits under the Plan have a two-level appeals procedure, as described below, with the aforementioned appeal determination standards applying at each level of appeal. Claims for Disability Benefits have just a single level of appeal, which is made to the Board of Trustees.

Bringing an appeal (or appeals) within the applicable timelines is a prerequisite to filing a lawsuit in court regarding your claim.

## **Two-Level Appeal Procedure for Medical Benefit Claims**

### **Timing of Level-One Appeal Decision**

***Urgent care precertification claims.*** A decision on your first-level appeal with respect to an urgent care precertification claim will be made as soon as possible, but no later than 72 hours after the appeal is received. The first-level appeal decision in this situation may be provided orally, followed up in writing.

***Regular precertification claims and concurrent care coverage claims.*** A decision on your first-level appeal with respect to a regular precertification claim or a concurrent care coverage claim will be made within a reasonable period of time, but no later than 15 days after the appeal is received.

***Post-service claims.*** A decision on your first-level appeal with respect to a post-service claim will be made within a reasonable period of time, but not later than 30 days after the appeal is received.

### **Initiation of Level-Two Appeal**

If you are not satisfied with the level-one appeal decision regarding a Medical Benefit Claim, you may request a second review. The deadline for filing a level-two appeal is 60 days after receiving notice of the denial of the level-one appeal. To initiate a level-two appeal, follow the same process as required for an initial appeal (as described above); however, as noted in the Claims Administrator/Claims



Fiduciary Chart above, for a level-two appeal involving a post-service claim, the Claims Fiduciary is the Board of Trustees. If you do not appeal the denial of your first-level appeal to the second-level appeal stage, you have not completed the Plan's administrative appeal process and you will not be allowed to request a voluntary external review (as described below) nor will you be able to bring a lawsuit in court regarding your claim. However, if your first-level appeal is decided on an expedited basis as an urgent care precertification claim, you do not have to file a second-level appeal to be considered to have exhausted the Plan's administrative appeal process.

### **Timing of Level-Two Appeal Decision**

***Urgent care precertification claims.*** A decision on your second-level appeal with respect to an urgent care precertification claim will be made as soon as possible, but no later than 72 hours after the appeal is received. The second-level appeal decision in this situation may be provided orally, followed up in writing.

***Regular precertification claims and concurrent care coverage claims.*** A decision on your second-level appeal with respect to a regular precertification claim or a concurrent care coverage claim will be made within a reasonable period of time, but no later than 15 days after the appeal is received.

***Post-service claims.*** Your second-level appeal with respect to a post-service claim generally will be addressed at the next regularly scheduled quarterly meeting of the Claims Fiduciary (the Board of Trustees) after the appeal is received. If, however, your second-level appeal is received within 30 days prior to such a meeting, it will be considered at the second regularly scheduled quarterly meeting after it is received. In addition, if special circumstances require an extension of time for processing your second-level appeal, a decision will be rendered no later than the third regularly scheduled quarterly meeting after your appeal is received. Written notice of any extension of time will be sent before it commences explaining the reason for the extension and the expected date of the appeal determination. If an extension is required because you have not provided the information necessary to decide your claim, the time period for deciding your appeal will not run from the date of notice of an extension until the earlier of 1) the date the Plan receives your response to a request for additional information or 2) the date set by the Plan for your requested response (at least 45 days from the date of the request). If you or your representative would like to appear before the Board of Trustees when they consider your second-level appeal, notify the Administrative Office when you file your second-level appeal. The Administrative Office will notify you of the time and date you may appear. Notice of the appeal decision will be provided not later than five days after the decision is made.

### **Single-Level Appeal Procedure for Disability Benefit Claims**

Your appeal generally will be addressed at the next regularly scheduled quarterly meeting of the Claims Fiduciary (the Board of Trustees) after the appeal is received. If, however, your appeal is received within 30 days prior to such a meeting, it will be considered by the second regularly scheduled quarterly meeting after it is received. In addition, if special circumstances require an extension of time for processing your appeal, a decision will be rendered no later than the third regularly scheduled quarterly meeting after your appeal is received. Written notice of any extension of time will be sent before it commences explaining the reason for the extension and the expected date of the appeal determination. If an extension is required because you have not provided the information necessary to decide your claim, the time period for deciding your appeal will not run from the date of notice of an extension until the earlier of 1) the date the Plan receives your response to a request for additional information or 2) the date set by the Plan for your requested response (at least 45 days from the date of the request). If you or your

representative would like to appear before the Board of Trustees when they consider your appeal, notify the Administrative Office when you file your appeal. The Administrative Office will notify you of the time and date you may appear. Notice of the appeal decision will be provided not later than five days after the decision is made.

### **Contents of Appeal Decision – Medical Benefits and Disability Benefits Claims**

If you appeal a denied claim, the decision on review (each decision on review, in the case Medical Claims with a two-level appeals procedure) will be furnished in writing or electronically and it will include the following information, to the extent applicable:

- the specific reason or reasons for the decision,
- reference to the specific Plan provisions on which the decision is based;
- a statement of your right to receive, upon request free of charge, reasonable access to and copies of all Relevant Documents;
- a statement of your right to bring a civil action under Section 502(a) of ERISA, including a statement of the Plan's limitations period that applies and the calendar date on which the limitations period expires for the claim; and
- if the decision on review was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying plan terms to your medical circumstances, or a statement that an explanation will be provided free of charge upon request.

If your claim is for Medical Benefits, the decision notice will also include the following:

- information sufficient to identify the claim involved, including the date of service, the health care provider, the claim amount (if applicable), and a statement describing the availability, upon request, of the diagnosis code and treatment code and their corresponding meanings;
- the specific reason or reasons for the denial will include, to the extent applicable, the denial code and its corresponding meaning and a description of the Plan's standard, if any, that was used in denying the claim that includes a discussion of the decision;
- in the case of a decision on a first-level appeal, an explanation of the second-level appeal process, including the deadline for filing a second-level appeal;
- an explanation of the Plan's available External Review Process for denied claims following a second-level appeal, including information regarding how to initiate the external review and the applicable time limits;
- a copy of any internal rule, guideline, protocol or other similar criterion that was relied upon in deciding your claim for benefits on review, or a statement that such was relied upon and that a copy will be provided free of charge upon request;
- the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U. S. Department of Labor Office and your State insurance regulatory agency;" and
- the availability of, and contact information for, any applicable office of health insurance consumer ombudsman established under the Public Health Services Act section 2793 to assist individuals with the internal and external claims and appeals process.

If your claim is for Disability Benefits, the decision notice will also include the following:

- a discussion of the decision, including an explanation of the basis for disagreeing with or not following the views presented by you to the Plan of health care professionals that treated you and vocational professionals that evaluated you, the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the decision, without regard to whether the advice was relied upon in making the decision, and a disability determination made by the Social Security Administration about yourself; and
- any internal rule, guideline, protocol, standard, or other similar criterion that was relied upon in deciding your claim for benefits, or a statement that such internal rule, guideline, protocol, standard, or other similar criterion does not exist.

### **Standard External Review Process for Denied Medical Benefits Claims**

If your claim for Medical Benefits is denied in an Initial Determination or Appeal Decision and you have exhausted the Plan's internal appeal process or are not required to exhaust that process, you may submit a request for an independent external review of the denial but only if the denial involves 1) medical judgment (including but not limited to requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; or a determination that treatment is experimental or investigational), as determined by the external reviewer (a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that you fail to meet the requirements for eligibility under the terms of the Plan is not eligible for external review); or 2) a rescission of coverage, regardless whether the rescission has any effect on a benefit at that time. There is no charge for you to initiate this External Review Process. The request must be filed with the Claims Fiduciary within four months after the date of receipt of the denial decision. If there is no corresponding date four months after the date of receipt of the denial decision, the request must be filed by the first day of the fifth month following the receipt of the denial decision. If the last filing date falls on a weekend or Federal holiday, the filing date is extended to the next week day that is not a weekend or Federal holiday.

Within five business days following the date of receipt of the external review request, the Plan will complete a preliminary review of the request to determine whether:

- the claim was covered under the Plan at the time the health care item or service was requested or, in the case of retrospective review, was covered under the Plan at the time the health care item or service was provided;
- the denial decision does not relate to the claimant's failure to meet eligibility requirements under the terms of the Plan;
- you have exhausted the Plan's internal appeal process unless you are not required to exhaust the internal appeals process under applicable final regulations; and
- you have provided all the information and forms required to process an external review.

Within one business day after completing the preliminary review, the Plan shall issue a written notice to you as to whether your claim is eligible for external review. If your request is complete but not eligible, the notice will include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration (toll-free number 866-444-EBSA (3272) at the Department of Labor. If the request is not complete, the notice will describe the information or materials needed to make the request

complete. You will be allowed to perfect the request for external review within the four-month filing period or within the 48-hour period following receipt of the notice, whichever is later.

If your request for external review is complete and eligible, it will be assigned to an independent review organization (“IRO”) that has been accredited by URAC or a similar nationally-recognized accrediting organization to conduct the external review. The Plan may rotate assignment among IROs with which it contracts, and the Plan uses unbiased methods for selecting the IRO for your claim.

The assigned IRO will utilize legal experts where appropriate to make coverage determinations under the Plan. It will provide you a written notice of your request’s eligibility and acceptance for external review which will include a statement that you may submit within ten business days after receipt of the notice additional information that the IRO must consider when conducting its review. The IRO is not required to, but may consider, information submitted after ten business days. Within five business days after assignment of the IRO, the Plan shall provide the IRO the documents and information considered in making the denial decision. If the Plan fails to timely provide the documents and information, the IRO may terminate the external review and make a decision to reverse the denial decision. The IRO shall notify you and the Plan of its decision within one business day after it is made. The IRO shall forward information submitted by you to the Plan within one business day. Upon receipt of the information, the Plan may reconsider its denial decision and if it decides to reverse its decision, notify you and the IRO within one business day after making such a decision. The IRO shall terminate its external review upon receipt of such notice.

The IRO will review your claim de novo and not be bound by any decisions or conclusions reached during the Plan’s internal claim and appeal process. In addition to the documents and information provided, the IRO to the extent such information is available and the IRO considers them appropriate, will consider the following in its decision:

- your medical records;
- the attending health care professional’s recommendation;
- reports from appropriate health care professionals and documents submitted by the Plan, you and your treating provider;
- the terms of the Plan;
- appropriate practice guidelines, which must include applicable evidence-based standards and may include other practice guidelines developed by the Federal government, national or professional medical societies, boards and associations;
- applicable clinical review criteria developed and used by the Plan, unless the criteria are inconsistent with terms of the Plan or applicable law; and
- the opinion of the IRO’s clinical reviewer after considering documents and information to the extent they are available and the clinical reviewer considers them appropriate.

The IRO shall provide written notice of the final external review decision to you and the Plan within 45 days after the IRO receives the request for external review. The IRO’s decision shall include the following:

- a general description of the reason for the request for external review, including information sufficient to identify the claim (including the dates of service, health care provider, claim amount if applicable, the diagnosis and treatment codes and their corresponding meanings, and the reason for

the previous denial);

- the date the IRO received the assignment to conduct the external review and the date of the IRO decision;
- references to the evidence or documentation, including the specific coverage provisions and evidence-based standards, considered in reaching its decision;
- a discussion of the principal reasons for its decision, including the rationale for its decision and any evidence-based standards that were relied on in making its decision;
- a statement that the determination is binding except to the extent that other remedies may be available under State or Federal law to you or the Plan;
- a statement that judicial review may be available to you; and
- current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman established under the Public Health Services Act Section 2793.

After a final external review decision, the IRO shall maintain records of the claim and notices for six years. Such records are available for examination by you, the Plan or applicable governmental oversight agencies upon request, except where such disclosure would violate applicable privacy laws.

Upon receipt of a final external review decision reversing a denial decision, the Plan shall immediately provide coverage or payment for the claim.

### **Expedited External Review Process for Denied Claims**

If your claim is eligible for the External Review Process, you may request an expedited external review if:

- an Initial Determination involves a medical condition for which the timeframe for completing an expedited internal appeal would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function, and you have filed a request for an expedited internal appeal; or
- a final internal Appeal Decision involves a medical condition where the timelines for completion of a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function, or the Appeal Decision concerns an admission, availability of care, continued stay, or health care item or service for which you have received emergency services but have not been discharged from a facility.

Immediately upon receipt of a request for expedited external review, the Plan shall determine whether the request meets the reviewability standards set for preliminary reviews under the Standard External Review Process discussed above. The Plan shall immediately send you a notice that complies with the requirements for standard external reviews as to whether your request for an expedited external review is eligible.

If your request for an expedited external review is complete and eligible, it will be assigned to an IRO. The Plan shall provide all necessary documents and information considered in making its denial decision to the IRO electronically or by telephone or facsimile or other available expeditious method. The IRO, to the extent information or documents are available and the IRO considers them appropriate, shall consider the documents and information described above for standard external reviews. The IRO shall review the claim de novo and is not bound by any decision or conclusions reached during the Plan's internal claims and appeals process.

The IRO shall provide a notice of its final expedited external review decision in accordance with the requirements for standard external review decisions as expeditiously as your medical condition or circumstances require, but no later than 72 hours after the IRO receives the request for an expedited external review. If the notice is not in writing, within 48 hours of the notice, the IRO shall provide written confirmation of the decision to you and the Plan.

## **Relevant Documents**

For purposes of this section (“How to File a Claim for Benefits”), “Relevant Document” means any document, record or other information that:

- was relied upon in making a decision to deny benefits;
- was submitted, considered, or generated in the course of making the decision to deny benefits, whether or not it was relied upon in making the decision to deny benefits;
- demonstrates compliance with any administrative processes and safeguards designed to confirm that the benefit determination was in accord with the Plan and that Plan provisions, where appropriate, have been applied consistently regarding similarly situated individuals; or
- if the claim was a medical or disability claim, constitutes a statement of policy or guidance with respect to the Plan concerning a denied treatment option or benefit for the claimant’s diagnosis, without regard to whether such advice or statement was relied upon in making the decision to deny benefits.

## **Limitations Period for Lawsuits**

You must exhaust the Plan’s internal claims and appeal process before filing a request for external review or filing a lawsuit. In order to bring a lawsuit in court regarding your claim, you must file suit within 2 years after your appeal is denied or, if earlier, the date your cause of action first accrued. If a different limitations period is specified in a contract for an insured benefit, then that limitations period applies to that benefit.

## **If You Have Questions**

If you have questions about filing your claim or an appealing a denied claim, please do not hesitate to contact the appropriate Claims Administrator. Each Claims Administrator’s contact information is listed above and in Section I of this booklet.

## XII. Definitions

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When used in this Plan, certain terms have specific meanings. These terms are defined below. The Definitions section of the Cigna Booklet also contains definitions applicable to the Medical Benefits provided pursuant to Article IV of the Plan.

**Active Employee:** An employee who meets the hour bank eligibility rules in Article II.

**Administrative Office or Plan Administrative Office:** The individual, entity, or independent third party designated and engaged by the Board of Trustees to administer the Plan and process benefit claims, as listed in the Quick Reference Chart at the beginning of this booklet.

**Annual Enrollment:** The period toward the end of each year (generally the month of November) during which Participants may enroll Dependents or themselves in coverage, if coverage was previously declined or if Dependents were not previously enrolled in coverage.

**Bargaining Unit:** A group of Employees working for an Employer and represented by the Union.

**Beneficiary:** The individual(s) named as a Participant's Beneficiary on the last Beneficiary designation form provided to the Administrative Office, properly completed and signed by the Participant, and received by the Administrative Office prior to the Participant's death.

**Claims Administrator:** The Claims Administrator for particular benefits under the Plan as set forth in the "Claims Administrator/Claims Fiduciary" chart in Article IX of this document.

**Claims Fiduciary:** The Claims Fiduciary for particular benefits under the Plan as set forth in the "Claims Administrator/Claims Fiduciary" chart in Section I of this booklet.

**Collective Bargaining Agreement or Collectively Bargained:** An arms-length contract between an Employer and the Union that provides the Employer will contribute to the Trust for a Bargaining Unit, and that is accepted by the Trustees in writing.

**Contribution:** The amount an Employer contributes to the Trust as required by an applicable Collective Bargaining Agreement or accepted Non-Bargaining Participation Agreement.

**Covered Dependent:** A Spouse or child of a Participant who is eligible for Plan benefits as described in Article II, whose Dependent coverage has begun and not been lost.

**Covered Hours:** The hours worked by an Employee for which your Employer must contribute (and has contributed) to the Trust Fund, under a Collective Bargaining Agreement or an accepted Non-Bargaining Participation Agreement.

**Covered Spouse:** A Spouse whose coverage has begun and not been lost.

**Dependent/Eligible Dependent:** A person eligible for coverage as the Participant's Spouse or child, as described in Article II of the Plan.

**Employee:** An employee on behalf of whom an Employer is required to contribute to the Trust pursuant to a Collective Bargaining Agreement or an accepted Non-Bargaining Participation Agreement.

**Employer/Contributing Employer:** A business entity that is required by a Collective Bargaining Agreement or an accepted Non-Bargaining Participation Agreement to make payments into the Trust. The Board of Trustees must accept a Collective Bargaining Agreement or sign a Non-Bargaining Participation Agreement with the Employer before the Plan covers an Employer's Employees.

**Flat-Rate Employee:** A Non-Bargaining Employee of the Utah Mechanical Contractors Association or of any Employer (including a self-employed individual) that is signatory to a current Collective Bargaining Agreement with the Union. These Employees do not participate in the hour bank system—instead, flat-rate contributions are made in accordance with Article II of this booklet and the applicable Non-Bargaining Participation Agreement.

**Health Care Reform:** The Patient Protection and Affordable Care Act of 2010, as amended, and applicable agency regulations.

**Illness:** A disease or infection and all related symptoms or conditions related to the same Illness.

**Incurred:** Claims and Expenses are Incurred on the date the covered service is rendered or the supply is obtained.

**Initial Eligibility:** Establishing eligibility for Plan benefits as provided in the “Initial Eligibility” section of Article II.

**Injury:** Condition resulting from an external violent force and all related symptoms and conditions resulting from the same force, independent of Illness and all other causes.

**Legal Separation:** A decree of Legal Separation in lieu of divorce.

**Non-Bargaining Employee:** Any employee whose Employer has signed a Non-Bargaining Participation Agreement with the Trustees and who qualifies for participation pursuant to that Agreement and the applicable provisions of Article II. As further described in Article II, a Non-Bargaining Employee participates as either an Active Employee or a Flat-Rate Employee.

**Non-Bargaining Participation Agreement:** An agreement between an Employer and the Trustees that permits certain Employees not covered by a Collective Bargaining Agreement to participate in the Plan.

**Participant:** A person who is currently eligible for and has performed all tasks (including completed all required forms and paid all amounts) required to obtain Plan coverage as a result of his or her own past or current employment as follows:

- **Active Participant:** An Active Employee or a Flat-Rate Employee who is currently entitled to participate in the Plan as provided in Article II of the Plan.
- **Retiree or Retired Participant:** A Retired Employee who is currently entitled to participate in the Plan as provided in the “Retiree Self-Pay Option” in Article III of the Plan.
- **Self-Pay Participant:** A Participant by virtue of COBRA or the “Retiree Self-Pay Option” under Article III of the Plan.

**Pension Plan:** Utah Pipe Trades Pension Trust Fund.

**Plan:** This benefits program as maintained by the Utah Pipe Trades Welfare Trust Fund.



**Plan Year:** The 12-month period beginning on October 1<sup>st</sup> of each year.

**Retired Employee or Retiree:** Any former Active Employee or Flat-Rate Employee who meets the requirements for the Retiree Self-Pay Option as described in Section III. Once an individual becomes a Retired Employee, he/she cannot reinstate coverage as an Active Employee or Flat-Rate Employee.

**Spouse:** The person to whom a Participant is legally married and who is recognized as a spouse under the Tax Code. For purposes of the Plan, a “Spouse” does not include a spouse by a common law marriage, a spouse from whom the Participant is Legally Separated, or a domestic partner.

**Totally Disabled:** A person who is unable to perform work within his or her job classification at the time the disability begins and he or she is not engaged in any other occupation for compensation, profit or gain.

**Trust, Trust Agreement, or Trust Fund:** The Agreement and Declaration of Trust establishing the Utah Pipe Trades Welfare Trust Fund, as modified or amended.

**Trustees, Board of Trustees, or Board:** Those persons designated as Trustees pursuant to the terms of the Trust Agreement, and their successors.

**Union:** Local Union No. 140 of the United Association of the Plumbing and Pipefitting Industry of the United States and Canada, and any other Union authorized by the Board of Trustees to participate in the Fund, as provided in the Trust Agreement.

## **XIII. Important Information**

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### **Reciprocity and Transfer of Assets and Liabilities**

- (a) If the Trustees enter into reciprocity agreements with other employee benefit plans and trusts in which assets are transferred to the Plan and Trust on behalf of an employee whose employer is contributing into the transferor plan and trust, the employee will be credited with the contributions applicable to his employment with the contributing employer for purposes of determining participation eligibility and benefits in the Plan, but only pursuant to the terms of the Plan.
- (b) If employer contributions on behalf of an employee into the Plan and Trust are to be transferred pursuant to a reciprocity agreement to another plan and trust, that employee shall not be credited in any way with hours of service or contributions under the terms of the Plan and Trust for any purpose, including but not limited to calculating participation, eligibility and benefits. Nothing in the foregoing, however, is intended to impair the right of the Plan and Trust to enforce delinquent contributions from a contributing employer whose contributions are to be transferred pursuant to a reciprocity agreement.

### **Administration of the Plan**

#### ***Governing Law***

This Plan is construed in accordance with applicable federal law, ERISA, and to the extent not otherwise preempted, the laws of the State of Utah.

#### ***Severability***

If any provision of this Plan is held illegal or invalid for any reason, such determination shall not affect the remaining provisions of Plan, which shall be construed as if such illegal or invalid provision had never been included.

#### **Name of Plan**

This Plan is known as the Utah Pipe Trades Welfare Trust Fund.

### **Plan Administrator and Type of Administration**

This Plan is maintained and administered by a joint labor-management Board of Trustees. The Board of Trustees (Plan Sponsor) is the Plan Administrator, except with respect to insured benefits. The Plan Administrator for an insured benefit is the insurer. The Trustees have engaged the independent third party administrator named below to perform the routine administration of the Plan. The Trustees may, from time to time, contract with other third parties. Contact information for the Administrative Office is:

BeneSys Administrators

Physical Address:

7180 Koll Center Parkway, Suite 200  
Pleasanton, CA 94566

Mailing Address:

P.O. Box 1975  
San Ramon, California 94583

Phone 925.398.7041  
Toll Free 877.416.8181  
Facsimile 925.462.0108

[www.utpipetradesbenefits.org](http://www.utpipetradesbenefits.org)  
[staff@utpipetradesbenefits.org](mailto:staff@utpipetradesbenefits.org)

## **Communicating with the Plan**

Written communication to the Plan, the Administrative Office, the Trustees, or their agents or representatives, must be received before the expiration of any time period expressed in the Plan or in this Document. These parties' records determine whether a communication has been received and the date of such receipt, unless you procure a United States Postal Service return receipt. So the common law "mailbox rule" does not apply to determine receipt by these parties. The common law mailbox rule does apply for all other purposes under the Plan.

## **Powers of the Plan Administrator**

The Plan Administrator is the named fiduciary and exercises sole and exclusive discretionary authority and control over:

- The interpretation of all Plan and Trust documents, booklets, policies, rules or regulations;
- Granting or denying benefit appeals under the Plan, including coverage, eligibility and benefit determinations; and
- The management and disposition of Plan assets.

The Plan Administrator's exercise of discretion and determinations in all matters are final and binding and entitled to the highest deference permitted by law.

The Plan Administrator may delegate its authority and control to persons other than the named fiduciaries to carry out its responsibilities under the Plan to the extent permitted by ERISA. If any of the authority of the Plan Administrator has been delegated by the Plan Administrator to a delegate, reference herein to the Plan Administrator shall be deemed to include reference to such delegate.

## **Identification Numbers**

The employer identification number assigned to the Trust by the Internal Revenue Service is 87-6128290. The Plan number is 501.

## **Type of Plan**

This Plan is an Employee Welfare Benefit Plan providing certain health and welfare benefits to Participants and their Dependents as described in this document.

This document serves as both the written Plan document and the Summary Plan Description required under ERISA.

## **Plan Year**

This Plan operates on an October 1 through September 30 plan year.

## Board of Trustees

The Plan's current Trustees are listed below. This list may change from time to time—for a current list, contact the Administrative Office. Individual Trustees may be contacted by mailing correspondence care of the Administrative Office, at the address above.

UNION TRUSTEES	EMPLOYER TRUSTEES
John Stevenson	Robert Bergman
Cody Weaver	Jason Bleak
Jason Warner	Brett Christiansen
Mike Beckstead (Alternate)	Jeff Job (Alternate)

## Service of Legal Process

The name and address of the person designated as agent for the service of legal process is:

Utah Pipe Trades Welfare Trust Fund  
c/o BeneSys Administrators  
7180 Koll Center Parkway, Suite 200  
Pleasanton, CA 94566

Service of legal process may also be made upon any Trustee or the Plan Administrator.

## Collective Bargaining Agreements

This Plan is maintained under Collective Bargaining Agreements. These agreements specify the rate at which Employers must contribute to the Trust to provide Plan coverage for their Collectively Bargained Employees.

Participants and Beneficiaries may obtain a copy of relevant Collective Bargaining Agreements by writing to the Trustees. You may also examine these agreements at the Plan Administrative Office or your local Union office upon 10 days advance written request. The Plan may impose a reasonable charge for providing copies. If you wish, you can ask the Plan Administrative Office the cost before requesting copies.

## Source of Contributions

This Plan is funded through Employer contributions as specified in Collective Bargaining Agreements and special Non-Bargaining Participation Agreements. Self-payments by Participants are also permitted as described in this document. The amount of self-payments is fixed from time to time by the Board of Trustees.

## Funding

All Employer contributions and self-payments are held by the Trust pending the payment of benefits, insurance premiums, and administrative expenses. Plan benefits are uninsured, with the exception of the

following. Life and AD&D insurance is provided through an insured policy. The Trust may also carry stop loss insurance.

## **Your Rights as a Plan Participant**

As a Plan Participant, 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 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 Coverage***

- Continue health care coverage for yourself, Spouse, or Covered Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Covered 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.

### ***Prudent Actions by Plan Fiduciaries***

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

### ***Enforce Your Rights***

If your claim for a welfare benefit is denied 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 which is denied or ignored, you may file suit in a state or federal court. In addition, if you disagree with

the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court.

If 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, 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, NW, Washington, DC 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.