

**Central Illinois Carpenters  
Health And Welfare Plan**

**Summary Plan Description**

**Effective January 1, 2005**

# Central Illinois Carpenters Health And Welfare Trust Fund

200 S. Madigan Dr.  
Lincoln, Illinois 62656  
Telephone: (217) 732-1919

## Board Of Trustees

### *Union Trustees*

James Dalluge, Chairman

Daniel Smallwood

Donald Alsman

Darrell Moody

Roger West

### *Employer Trustees*

James Hein, Secretary

David Steffen

Scott Larkin

Michael Fehr

Ken Aupperle

## **Administrative Manager**

Charlotte Krautwald

## **Legal Counsel**

Cavanagh & O'Hara

## **Certified Public Accountants**

Gordon, Stockman & Waugh, P.C.

## **Consultant**

Strategic Benefit Solutions, Inc.

## **Utilization Review Administrator**

HealthLink

## **Pharmacy Benefit Manager**

Walgreens Health Initiatives

## **Vision Program Manager**

VSP

## Table of Contents

---

	Page
Schedule Of Benefits .....	4
Contact Information .....	14
Definitions .....	15
Eligibility Requirements .....	24
Initial Eligibility - New Members .....	24
Continued Eligibility .....	24
Dependent Coverage .....	25
Qualified Medical Child Support Orders (QMSCO) .....	26
When Coverage Ends .....	27
Benefit Coverage While You Are Covered Under The Plan .....	29
Comprehensive Major Medical Benefit .....	29
Dental Benefit.....	43
Vision Care Benefit .....	46
Prescription Drug Benefit .....	48
Family Status Changes .....	50
Notifying The Fund Office .....	50
Completing An Enrollment/Beneficiary Form .....	50
What You Need To Do.....	50
Continuing Coverage Under Special Circumstances .....	53
COBRA Continuation Coverage .....	53
Family And Medical Leave Act (FMLA) .....	54
Effect of Military Service (USERRA).....	55
Self Pay For Schedule Of Benefits I .....	55
Self Pay For Schedule Of Benefits II .....	55
When You Retire .....	57
In The Event Of Your Death Or Disability .....	59
Life Insurance Benefit .....	59
Accidental Death And Dismemberment Insurance Benefit.....	61
Weekly Loss Of Time Benefit.....	62
Administrative Information .....	63
Coordination Of Benefits .....	63
Coordination Of Benefits With Medicare .....	65
Offset.....	66
How To File Claims And Appeals .....	67
Life And Accidental Death And Dismemberment Insurance .....	67
Weekly Loss Of Time Benefits.....	68
Medical, Dental And Prescription Drug.....	70
Self Audit Program .....	77
Important Information About The Health And Welfare Trust Fund .....	79
Statement Of ERISA Rights.....	82

## **Central Illinois Carpenters Health And Welfare Trust Fund**

To All Eligible Participants:

Since the last Summary Plan Description Booklet was printed, there have been many changes made in the eligibility and benefit provisions of the Plan.

This booklet is designed to show you how to use the Central Illinois Carpenters Health and Welfare Trust Fund Plan during different stages of your life. The benefits described in this booklet are available to Eligible Participants and their Eligible Dependents. This booklet includes:

- A summary of coverage provided by the Plan;
- Eligibility information for you and your Dependents;
- A description of how your benefits will be affected at various stages of your life;
- An explanation of how your coverage works under each benefit program;
- Information about how to file claims; and
- A glossary of terms.

Keep this booklet in a safe place for easy reference. In the event that you have questions about your eligibility or benefits, contact the office of the Health and Welfare Trust Fund for assistance.

Sincerely,

BOARD OF TRUSTEES

*The Trustees reserve the right, in their sole discretion and without notice to members, employers, the union and others affected hereby, to interpret, amend, modify or terminate all or part of this Plan. Plan participants will be notified of changes in writing in accordance with federal law. This booklet contains a description of Plan coverages and benefits, limitations and exclusions in layman's language to help Participants understand the Plan. Only the full Board of Trustees can interpret the Plan. If you have any questions, contact the Fund Office.*

# Schedule Of Benefits

Schedule of Benefits I		
	PREFERRED PROVIDERS	NON-PREFERRED PROVIDERS
<b>MAXIMUM LIFETIME BENEFIT AMOUNT</b>	\$2,000,000 per person	
<p>Note: The maximums listed below are the total for Preferred Provider and Non-Preferred Provider expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total, which may be split between Preferred Provider and Non-Preferred Providers.</p>		
<b>DEDUCTIBLE, PER CALENDAR YEAR</b>		
Per Person	\$300	
Per Family Unit	\$900	
<p>The calendar year deductible is waived for the following:</p> <ul style="list-style-type: none"> <li>- Prescription drug card benefits</li> <li>- Wellness Benefit</li> </ul>		
<b>MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR</b>		
Per Person (including deductible)	\$5,000	\$7,500
<p>The Plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of covered charges for the rest of the calendar year. There is no out-of-pocket limit for the following:</p> <ul style="list-style-type: none"> <li>- Prescription drug card benefits</li> <li>- Vision benefits</li> <li>- Dental benefits</li> <li>- Mental Illness Outpatient Treatment</li> <li>- Substance Abuse Outpatient Treatment</li> <li>- Plan Exclusions</li> </ul> <p>The Preferred Provider and Non-Preferred Provider out-of-pocket maximums are calculated on a combined basis.</p>		
<b>COVERED SERVICES</b>		
<b>Hospital Services</b>		
Room and Board	90%	70%
Intensive Care Unit	90%	70%
Other Inpatient	90%	70%
Outpatient Surgery & Diagnostic	90%	70%

<b>Schedule of Benefits I (continued)</b>	<b>PREFERRED PROVIDERS</b>	<b>NON-PREFERRED PROVIDERS</b>
Outpatient Pre-Admission Testing	90%	70%
Outpatient Urgent Care Room	90%	70%
Outpatient Emergency Room	90% after \$100 copay (waived if admitted)	70% after \$100 copay (waived if admitted)
Inpatient Rehabilitation Facility	90%	70%
Skilled Nursing Facility	90%	70%
	90 days lifetime maximum	90 days lifetime maximum
<b>Physician Services</b>		
Inpatient visits	90%	70%
Office visits, labs and x-rays	90%	70%
Surgery	90%	70%
Second Surgical Opinions	90%	70%
<b>Home Health Care</b>	90%	70%
	104 visits per calendar year maximum	104 visits per calendar year maximum
<b>Private Duty Nursing</b>	90%	70%
<b>Hospice Care</b>	90%	70%
<b>Ambulance Service</b>	80%	
<b>Occupational Therapy</b>	90%	70%
<b>Speech Therapy (due to accident or illness)</b>	90%	70%
<b>Physical Therapy</b>	90%	70%
	12 visits per calendar year maximum	12 visits per calendar year maximum
<b>Chiropractic Services</b>	90%	70%
	12 visits per calendar year maximum	12 visits per calendar year maximum
<b>Durable Medical Equipment</b>	90%	70%
<b>Prosthetics</b>	90%	70%
<b>Orthotics</b>	90%	70%
	\$3,000 maximum benefit per calendar year	\$3,000 maximum benefit per calendar year
<b>Medical Supplies</b>	90%	70%

Schedule of Benefits I (continued)	PREFERRED PROVIDERS	NON-PREFERRED PROVIDERS
<b>Hearing Aids</b>	80%	
	\$1,200 maximum benefit each 5 - year period	
<b>Corrective Vision Eye Surgery (correction of nearsightedness or farsightedness only)</b>	90%	70%
	\$1,600 maximum benefit per eye per lifetime	\$1,600 maximum benefit per eye per lifetime
<b>Infertility Testing (excluding treatment)</b>	90%	70%
<b>Birthing Center</b>	90%	70%
<b>Voluntary Sterilization</b>	90%	70%
<b>Mental Illness</b>		
Inpatient	90%	70%
	limited to 30 days per calendar year and 60 days per lifetime (combined with Partial Hospitalization limits)	limited to 30 days per calendar year and 60 days per lifetime (combined with Partial Hospitalization limits)
Outpatient Treatment	90%	50%
	limited to 15 visits per calendar year	limited to 15 visits per calendar year
Partial Hospitalization (2 days of partial hospitalization equals one day of inpatient treatment)	90%	70%
	limited to 30 days per calendar year and 60 days per lifetime (combined with Inpatient care limits)	limited to 30 days per calendar year and 60 days per lifetime (combined with Inpatient care limits)
<b>Substance Abuse</b>		
Inpatient	90%	70%
	limited to 30 days per calendar year and 60 days per lifetime (combined with Partial Hospitalization limits)	limited to 30 days per calendar year and 60 days per lifetime (combined with Partial Hospitalization limits)
Outpatient Treatment	90%	50%
	limited to 15 visits per calendar year	limited to 15 visits per calendar year
Partial Hospitalization (2 days of partial hospitalization equals one day of inpatient treatment)	90%	70%
	limited to 30 days per calendar year and 60 days per lifetime (combined with Inpatient care limits)	limited to 30 days per calendar year and 60 days per lifetime (combined with Inpatient care limits)
<b>Wellness Benefit</b>  (Medical Services Only)	100% (not subject to deductible)	
	\$300 calendar year maximum per person	

Schedule of Benefits I (continued)	PREFERRED PROVIDERS	NON-PREFERRED PROVIDERS
<b>Organ Transplants</b> <b>(Refer to Page 36)</b>	90% up to \$35,000 per lifetime for all transplants combined  \$10,000 per year and \$30,000 per lifetime for follow-up care for all transplants combined	70% up to \$35,000 per lifetime for all transplants combined  \$10,000 per year and \$30,000 per lifetime for follow-up care for all transplants combined
<b>All Other Covered Services</b>	90%	70%

Prescription Drug Benefit (Schedule of Benefits I)	Benefit
Retail: Generic Drugs(30 day supply) Brand Drug	Plan Pays: 85% 70%
Mail Order Program(90 day supply) Generic Drugs Brand Drug	\$15 \$45
Specialty Drugs (See Addendum A)	

Dental Benefit (Schedule of Benefits I)	Benefit
Calendar Year Deductible Per Individual	\$100
Coinsurance  Preventative Dental Care Minor restorative Major restorative Calendar Year Maximum for Preventive, Basic, and Major Dental per Individual	Plan Pays After Deductible:  90%(not subject to Deductible) 70% 50% \$1,000

Vision Care Benefit** (Schedule of Benefits I)	Benefit
In-Network Benefits  Examination Lenses Frames Contact Lenses ** Up to the plan allowance as established by VSP.	Plan Pays After \$10 Copay**:  100% 100% 100% \$105
Out-of-Network Benefits  Examination Lenses Single Vision Bifocal Trifocal Lenticular **Up to the plan allowance as established by VSP.	Plan Pays After \$10 Copay**:  \$35  \$25 \$40 \$55 \$80
Frames Contact Lenses **Up to the plan allowance as established by VSP.	\$35 \$105

## NOTICES

The Utilization Review Administrator must be notified (i) prior to an elective admission to the Hospital or (ii) within forty-eight (48) hours after admission for Emergency Treatment or obstetric care.

Group health plan generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a vaginal delivery, or less than ninety-six (96) hours following a Caesarean section, or require that a provider obtain authorization from the plan for prescribing a length of stay not in excess of the above periods. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consultation with the mother, from discharging the mother or her newborn earlier than forty-eight (48) hours (or ninety-six (96) hours, as applicable).

Federal law requires this Plan to provide the following benefits for elective breast reconstruction in connection with a mastectomy:

- (1) reconstruction of the breast on which the mastectomy has been performed;
- (2) surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- (3) prostheses and physical complications in all stages of mastectomy, including lymphedemas;

in a manner determined in consultation with the attending Physician and the patient. Such coverage is subject to all other Plan terms and limitations.

**This Schedule is a summary of Plan benefits. Please read the remainder of this booklet carefully for a detailed explanation of Plan benefits and limitations.**

<b>Schedule of Benefits II</b>		
	<b>PREFERRED PROVIDERS</b>	<b>NON-PREFERRED PROVIDERS</b>
<b>MAXIMUM LIFETIME BENEFIT AMOUNT</b>	\$100,000 per person	
<p>Note: The maximums listed below are the total for Preferred Provider and Non-Preferred Provider expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total, which may be split between Preferred Provider and Non-Preferred Providers.</p>		
<b>DEDUCTIBLE, PER CALENDAR YEAR</b>		
Per Person	\$150	
Per Family Unit	\$450	
<p>The calendar year deductible is waived for the following:</p> <ul style="list-style-type: none"> <li>- Wellness Benefit</li> </ul>		
<b>MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR</b>		
Per Person	Unlimited	unlimited
<b>COVERED SERVICES</b>		
<b>Hospital Services</b>		
Room and Board	90%	70%
Intensive Care Unit	90%	70%
Other Inpatient	90%	70%
Outpatient Surgery & Diagnostic	90%	70%
Outpatient Pre-Admission Testing	90%	70%
Outpatient Urgent Care Room	90%	70%
Outpatient Emergency Room	90% after \$100 copay (waived if admitted)	70% after \$100 copay (waived if admitted)
Inpatient Rehabilitation Facility	90%	70%
Skilled Nursing Facility	90%	70%
	90 days lifetime maximum	90 days lifetime maximum
<b>Physician Services</b>		
Inpatient visits	90%	70%
Office visits, labs and x-rays	90%	70%
Surgery	90%	70%

Schedule of Benefits II (continued)	PREFERRED PROVIDERS	NON-PREFERRED PROVIDERS
Second Surgical Opinions	90%	70%
<b>Home Health Care</b>	90%	70%
	104 visits per calendar year maximum	104 visits per calendar year maximum
<b>Private Duty Nursing</b>	90%	70%
<b>Hospice Care</b>	90%	70%
<b>Ambulance Service</b>	80%	
<b>Occupational Therapy</b>	90%	70%
<b>Speech Therapy(due to accident or illness)</b>	90%	70%
<b>Physical Therapy</b>	90%	70%
	12 visits per calendar year maximum	12 visits per calendar year maximum
<b>Chiropractic Services</b>	90%	70%
	12 visits per calendar year maximum	12 visits per calendar year maximum
<b>Durable Medical Equipment</b>	90%	70%
<b>Prosthetics</b>	90%	70%
<b>Orthotics</b>	90%	70%
	\$3,000 maximum benefit per calendar year	\$3,000 maximum benefit per calendar year
<b>Medical Supplies</b>	90%	70%
<b>Hearing Aids</b>	80%	
	\$1,200 maximum benefit each 5 - year period	
<b>Corrective Vision Eye Surgery (correction of nearsightedness or farsightedness only)</b>	90%	70%
	\$1,600 maximum benefit per eye per lifetime	\$1,600 maximum benefit per eye per lifetime
<b>Infertility Testing (excluding treatment)</b>	90%	70%
<b>Birth Center</b>	90%	70%
<b>Voluntary Sterilization</b>	90%	70%
<b>Mental Illness</b>		
Inpatient	90%	70%
	limited to 30 days per calendar year and 60 days per lifetime (combined with Partial Hospitalization limits)	limited to 30 days per calendar year and 60 days per lifetime (combined with Partial Hospitalization limits)

<b>Schedule of Benefits II (continued)</b>	<b>PREFERRED PROVIDERS</b>	<b>NON-PREFERRED PROVIDERS</b>
Outpatient Treatment	90% limited to 15 visits per calendar year	50% limited to 15 visits per calendar year
Partial Hospitalization (2 days of partial hospitalization equals one day of inpatient treatment)	90% limited to 30 days per calendar year and 60 days per lifetime (combined with Inpatient care limits)	70% limited to 30 days per calendar year and 60 days per lifetime (combined with Inpatient care limits)
<b>Substance Abuse</b>		
Inpatient	90% limited to 30 days per calendar year and 60 days per lifetime (combined with Partial Hospitalization limits)	70% limited to 30 days per calendar year and 60 days per lifetime (combined with Partial Hospitalization limits)
Outpatient Treatment	90% limited to 15 visits per calendar year	50% limited to 15 visits per calendar year
Partial Hospitalization (2 days of partial hospitalization equals one day of inpatient treatment)	90% limited to 30 days per calendar year and 60 days per lifetime (combined with Inpatient care limits)	70% limited to 30 days per calendar year and 60 days per lifetime (combined with Inpatient care limits)
<b>Wellness Benefit</b> (Medical services only)	100% (not subject to deductible) \$300 calendar year maximum	
<b>Organ Transplants</b> (Refer to Page 36)	90% up to \$35,000 per lifetime for all transplants combined \$10,000 per year and \$30,000 per lifetime for follow-up care for all transplants combined	70% up to \$35,000 per lifetime for all transplants combined \$10,000 per year and \$30,000 per lifetime for follow-up care for all transplants combined
<b>All Other Covered Services</b>	90%	70%

## NOTICES

The Utilization Review Administrator must be notified (i) prior to an elective admission to the Hospital or (ii) within forty-eight (48) hours after admission for Emergency Treatment or obstetric care.

Group health plan generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a vaginal delivery, or less than ninety-six (96) hours following a Caesarean section, or require that a provider obtain authorization from the plan for prescribing a length of stay not in excess of the above periods. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consultation with the mother, from discharging the mother or her newborn earlier than forty-eight (48) hours (or ninety-six (96) hours, as applicable).

Federal law requires this Plan to provide the following benefits for elective breast reconstruction in connection with a mastectomy:

- (1) reconstruction of the breast on which the mastectomy has been performed;
- (2) surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- (3) prostheses and physical complications in all stages of mastectomy, including lymphedemas;

in a manner determined in consultation with the attending Physician and the patient. Such coverage is subject to all other Plan terms and limitations.

**This Schedule is a summary of Plan benefits. Please read the remainder of this booklet carefully for a detailed explanation of Plan benefits and limitations.**

<b>For Active Participants (Schedule of Benefits I &amp; II)</b>	
<b>Benefit</b>	<b>Benefit Amount</b>
Life Insurance	\$5,000
Accidental Death and Dismemberment Insurance	\$5,000
Weekly Loss of Time Occupational – Two-Week Maximum Non-occupational – 13-Week Maximum per calendar year	\$200 35% of the hourly rate as described on page 62 of this document.
<b>For Qualified Retirees up to age 70 (Schedule of Benefits I)</b>	
<b>Benefit</b>	<b>Benefit Amount</b>
Life Insurance	\$5,000

## Contact Information

If You Need Information About ...	Contact ...
<ul style="list-style-type: none"> <li>■ Comprehensive Major Medical Benefits</li> <li>■ PPO Providers</li> <li>■ Dental Benefits</li> <li>■ Life Insurance</li> <li>■ Accidental Death and Dismemberment Insurance</li> <li>■ Weekly Loss of Time Benefits</li> </ul>	<p>Central Illinois Carpenters Health and Welfare Trust Fund 200 S. Madigan Dr. Lincoln, Illinois 62656</p> <p>Phone: (217) 732-1919 Toll Free: (866) 732-1919 Fax Number: (217) 732-7799</p>
<p>Prescription Drug Benefits</p>	<p>Walgreens Health Initiatives P.O. Box 545 Deerfield, IL 60015 Phone: 1-800-207-2568 <a href="http://www.myWHI.com">www.myWHI.com</a></p>
<p>Utilization Management Services for Inpatient Admissions</p>	<p>HealthLink P.O. Box 419104 St. Louis, MO 63141-9104 Phone: 1-877-284-0102</p>
<p>Vision Benefit</p>	<p>Vision Service Plan (VSP) P.O. Box 997105 Sacramento, CA 95899-7105 Phone: 1-800-877-7195 <a href="http://www.vsp.com">www.vsp.com</a></p>

## Definitions

---

**Active Work** and **Actively at Work** means a Participant who is available for active full time performance of all customary duties of his or her occupation.

**Administrative Manager** means the individual, corporation, or partnership appointed by the Trustees to perform the administrative functions of the Fund.

**Ambulatory Surgical Center** means any public or private establishment, which is either independent or part of a Hospital, with an organized medical staff of Physicians, permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures, continuous Physician and Registered Nursing services whenever a patient is in the facility; and which does not provide services or other accommodations for patients to stay overnight.

Ambulatory Surgical Facility does not include an office maintained by a Physician for the practice of medicine or dentistry, or for the primary purpose of performing terminations of pregnancy.

**Association** means individually and collectively, the Builders' Association of Tazewell County, Central Illinois Builders of A.G.C., McLean County Contractors Group, Greater Peoria Contractors and Suppliers Association, Inc., Associated General Contractors of Illinois and any other employer organization which may become a party to the Agreement and Declaration of Trust.

**Beneficiary** means the individual who will receive the life insurance benefit because of the death of an Eligible Participant as defined on page 59.

**Calendar Year** means that period of time beginning on the first day of January in any calendar year and ending on the last day of December in the same calendar year.

**Certified Disability** means a disability for which a Participant either draws Weekly Loss of Time Benefits from the Fund or submits evidence that he or she is receiving Workers' Compensation benefits.

**Coinsurance** means the portion of Expenses Incurred which must be paid by a Covered Participant after payment of the Deductible, as determined in accordance with the Schedule of Benefits, and subject to the maximum Out-of-Pocket limitation specified in the Schedule of Benefits. Copay amounts do not apply toward the satisfaction of the Out-of-Pocket maximum.

**Collective Bargaining Agreement** means the collective bargaining agreement or other written agreement between the Association, or an Employer and the Union requiring contributions to the Fund.

**Creditable Coverage** means coverage of the Covered Participant under any of the following:

1. Group health plan;
2. Health insurance coverage;
3. Part A or B of Medicare;
4. Title XIX of the Social Security Act, other than coverage consisting solely of benefits under Section 1928;

5. Chapter 55 of Title 10, United States Code;
6. a medical care program of the Indian Health Services or of a tribal organization;
7. a health plan offered under Chapter 89 of Title 5 of the United States Code;
8. a State health benefits risk pool;
9. a public health plan; or
10. a health benefit plan under Section 5(e) of the Peace Corps Act.

Creditable Coverage shall not mean:

1. coverage only for accident, or disability income insurance, or any combination thereof;
2. coverage issued as a supplement to liability insurance;
3. liability insurance, including general liability insurance and automobile liability insurance;
4. workers' compensation or similar insurance;
5. automobile medical payment insurance;
6. credit-only insurance;
7. coverage for on-site medical clinics;
8. other similar insurance under which benefits for medical care are secondary or incidental to other insurance benefits;
9. limited benefits, such as limited scope dental benefits, vision benefits, or benefits for long-term care, nursing home care, home health care or community based care;
10. coverage for only specific disease or illness if offered as an independent benefit;
11. hospital indemnity or other fixed indemnity insurance if offered as an independent, non-coordinated benefit; or
12. Medicare supplemental health insurance, coverage supplemental to coverage provided under Chapter 55 of Title 10 of the United States Code, and similar supplemental coverage provided to coverage under a group health plan.

**Deductible** means the total of Covered Expenses which a Covered Participant must incur during a calendar year before the Plan pays benefits. Deductible expense shall apply toward satisfaction of the Out-of-Pocket maximum.

**Dental Service** means care and treatment of the teeth and gums, or any services rendered by a Dentist or oral surgeon.

**Dentist** means a Doctor of Dental Surgery licensed and registered to practice his or her profession. The term Dentist will not include the Covered person, nor his spouse, children, brothers, sisters, or parents, or any person residing in his household.

**Dependent** means the following:

1. The lawful spouse of an Active or Retired Member.
2. Each unmarried child of an Active or Retired Participant under age 19, who is dependent upon the Participant for support and maintenance and resides in the same household as the Active or Retired Participant. The word “child” means:
  - a) The Member’s own or lawfully adopted child (including a child placed for adoption);
  - b) Any stepchild who depends upon the Member for support and maintenance and resides in the same household as the Active or Retired Member; and
  - c) Any child who depends upon the Member for support and maintenance and resides in the same household as the Active or Retired Member, and for whom the Member or Retired Member has been appointed legal guardian.
3. Each unmarried child of an Active or Retired Member, age 19 to 23, who is dependent upon the Member for support and who is a registered student in full-time attendance at a university or similar institution of learning, including intervening holidays or vacations between periods of full-time attendance. Students are covered during regular vacation periods that interrupt, but do not terminate, a full-time course of study.
4. Each unmarried child of an Active or Retired Member who is incapable of self-sustaining employment by reason of mental or physical disability, and who became so incapable prior to the attainment of age 19 and while eligible for benefits under this Plan.

Proof of the child’s incapacity must be furnished to the Fund Office no later than 31 days before attainment of age 19.

**Employer Contribution** means payments by Employers to the Fund as provided by the Collective Bargaining Agreement or Participation Agreement.

**Eligible Expenses Incurred (Expenses Incurred)** means charges for purchase or services rendered and will be deemed to be incurred on the day the purchase is made or on the day the service is rendered for which the charge is made.

**Eligible Member, Eligible Retired Member and Eligible Dependent** means those Members, Retired Members and Dependents who are eligible to receive benefits under this Plan in accordance with the Eligibility Requirements as stated within this document.

**Experimental** means drugs, medical supplies, medical devices, medical equipment, medical or surgical procedures, treatments or services which do not meet accepted standards of medical practice. A drug, device, treatment or procedure is considered to be Experiment and/or investigational:

1. if the device, drug, treatment or procedure has not received the approval or endorsement of the American Medical Association (AMA), U.S. Food and Drug Administration (FDA) or the National Institute of Health (NIH) at the time the device, drug or procedure was furnished; or
2. if reliable evidence demonstrated that the device, drug, treatment or procedure is the subject of ongoing Phase I, II, or III Clinical Trials or is under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy as compared with standard means of treatment or diagnosis; or
3. if reliable evidence demonstrates that a consensus of opinion among medical experts regarding the device, drug, treatment or procedures is that further studies or Clinical Trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence means only published reports and articles in authoritative medical and scientific literature, the written protocol(s) used by the treating facility, the protocol(s) of another facility studying substantially the same device, drug, treatment or procedure, or the written informed consent used by the treating facility or another facility studying substantially the same device, drug, treatment or procedure.

**Fund Office** means the location designated by the Trustees where the Administrative Manager conducts the Fund's business. The Fund Office is at:

200 S. Madigan Dr.  
Lincoln, Illinois 62656  
Telephone: (217) 732-1919

**Hospice Care** means a centrally coordinated program of medically necessary home health, outpatient and inpatient services provided by an interdisciplinary team, directed by a qualified licensed Physician for a terminally ill individual for a maximum period of six months.

**Home Health Care Agency** means an organization, or its distinct part, which:

1. is primarily engaged in providing skilled nursing care and other therapeutic services for, and in the private residences of, persons recovering from Sickness or Injury;
2. qualifies as a home health care agency under Medicare and is licensed or approved according to any applicable state or local standards and is operated pursuant to policies established by a professional staff, including at least one (1) Physician and one (1) Registered Nurse;
3. provides full-time supervision of its services by a Physician or Registered Nurse, and maintains clinical records on all of its patients;
4. has a full-time administrator; and
5. is not, other than incidentally, engaged in providing care or treatment of the mentally ill, or in providing custodial type care.

**Home Health Care Plan** means a program of continued care and treatment for a Covered Person or Covered Dependent, established and approved in writing by the Physician of the Covered Person or Covered Dependent. The program must be accompanied by the Physician's certification that the proper treatment of the Sickness or Injury would require continued confinement as a Hospital inpatient in the absence of the services and supplies provided as part of the Home Health Care Plan.

**Hospice** means an entity licensed, approved, or authorized to provide inpatient medical relief of pain to terminally ill patients. Such entity also provides supportive care to terminally ill patients and their family members. Such entity must have on its premises:

1. organized facilities to care for and treat terminally ill persons; and
2. a paid staff of medical professionals to supervise such care and treatment.

A Hospital or Skilled Nursing Facility shall not be considered Hospice.

**Hospital** means an institution constituted and operated in accordance with the laws pertaining to Hospitals, is qualified to participate and eligible to receive payments under and in accordance with the provisions of Medicare, equipped with permanent facilities for diagnosis, Surgery, twenty-four (24) hour continuous nursing service by Registered Nurses, a staff of one or more Physicians licensed to practice medicine available at all times and which requires compensation for medical and surgical treatment for Injury and Sickness on an inpatient basis, and a facility which may provide treatment for alcoholism or drug abuse. The term Hospital does not include a facility specializing in dentistry or an institution which is, other than incidentally, a place for rest, a place for the aged, a convalescent home or a skilled nursing facility or a facility providing custodial or educational care.

**Intensive Care Unit** means a section, ward or wing within the Hospital which is separated from other Hospital facilities and:

1. is operated exclusively for the purpose of providing professional care and treatment for critically ill patients;
2. has special supplies and equipment, necessary for such care and treatment, available on a standby basis for immediate use; and
3. provides Room and Board and constant observation and care by Registered Nurses or other specially trained Hospital personnel.

**Immediate Family** means a person's spouse, children, grandchildren, parents, brothers, sisters, or grandparents.

**Licensed Clinical Social Worker** means an individual who is licensed to perform mental health services, under the direct supervision of a psychiatrist or psychologist, by the state in which he performs such services, other than one whom ordinarily resides in the patient's home or who is a member of the patient's Immediate Family.

**Licensed Practical Nurse** means an individual who has received specialized nursing training and practical nursing experience and who is licensed to perform nursing service by the state in which he performs such service, other than one who ordinarily resides in the patient's home or who is a member of the patient's Immediate Family.

**Medicare** means Title XVIII of the Social Security Act and as hereafter amended.

**Medically Necessary** means services and supplies listed in the Plan that meet all of the following criteria, (1) through (6):

1. The service or supply must be provided by a Physician, Hospital or other covered provider under the Plan, and consistent with the diagnosis or treatment of the Sickness or Injury. Certain routine and preventative health care services and supplies will be considered needed and appropriately provided for medical care only if they are included in the list of covered health services under the Plan.
2. The prevailing opinion within the appropriate specialty of the United States medical profession is that it is safe and effective for its intended use, and that its omission would adversely affect the person's medical condition.
3. It is furnished by a provider with appropriate training, experience, staff and facilities for the administering of the particular service or supply.
4. It must be the appropriate supply or level of service which can be safely provided to a patient; and with regard to a person who is an inpatient, it must mean the patient's Sickness or Injury requires that the service or supply cannot be safely provided to that person on an outpatient basis.
5. It must not be primarily for the convenience of the patient, Physician, Hospital or other covered provider under the Plan.
6. It must not be scholastic, vocational training, educational or developmental in nature, or experimental or investigational.

The Plan Administrator has delegated the initial discretionary authority to determine Medical Necessity under the Plan to the Utilization Review Administrator. Covered Participants may appeal a denial based on Medically Necessary to the Plan Administrator by following the Plan appeal provisions as described on page 70.

The fact that a Physician has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular Injury, Sickness, Mental Illness or pregnancy does not mean that it is a Medically Necessary service or supply as defined above. The definition of Medically Necessary used in this booklet relates only to coverage under this Plan and differs from the way in which a Physician engaged in the practice of medicine may define medically necessary.

**Mental Illness or Nervous Disorder** means those illnesses classified as mental disorders in Section II of the edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association which is current as of the date services are rendered to a patient.

**Non-Occupational Disease** means a disease that does not arise and that is not caused or contributed by, or as a consequence of any disease arising out of or in the course of any employment or occupation for compensation or profit.

**Non-Occupational Injury** means an accidental bodily injury that does not arise and is not caused or contributed by or as a consequence of any injury arising out of or in the course of any employment or occupation for compensation or profit.

**Oral Surgery** means:

1. excision of tumors or cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
2. surgical procedures to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth; and
3. excision of exostosis of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or prostheses); treatment of fractures of facial bone; external incision and drainage of cellulitis; incision of accessory sinuses, salivary glands or ducts and the reduction of dislocations.

**Participation Agreement** means a written agreement between an Employer and the Trustees allowing the Employer to make contributions to the Fund.

**Person** means an Eligible Member, Eligible Retired Member, Beneficiary or Eligible Dependent, whichever is applicable.

Except as the context may specifically require otherwise, use of the masculine gender will be understood to include both masculine and feminine genders, and the use of singular form will be understood to include the plural.

**Physician** means any individual licensed to practice medicine by the governmental authority having jurisdiction over such licensing. Chiropractors, podiatrists, psychologists, psychiatrists, and doctors of osteopathy shall be considered "Physicians" when performing services within the scope of their licenses; however, a licensed social worker shall not be considered a "Physician." The term Physician will not include the Covered Person, nor his spouse, children, brothers, sisters, or parents, or any person residing in his household.

**Plan** means this document as adopted by the Trustees and as hereafter amended.

**Plan Administrator** means the Trustees of the Trust Fund.

**Plan Year** means the Plan's fiscal year beginning on the first day of May and ending on the last day of April in the following calendar year.

**Policies** means the policy or policies of insurance issued pursuant to the Agreement and Declaration of Trust and accepted by the Trustees as part of the Fund and all other policies of insurance accepted by the Trustees as part of the Fund. The term "Policy" or "Policies" as used here includes any amendments or riders attached to such policy or policies.

**Pre-Existing Condition** means a condition for which a medical expense was incurred or for which such person received medical care, treatment, consultation, diagnosis, diagnostic testing, advice, services, supplies or took prescribed drugs or medications, during the ninety (90) day period ending on the Eligibility Date of such person's coverage under the Plan, or on the first day of a waiting period for coverage, if earlier. A waiting period shall mean the period that must pass with respect to an individual before the individual is eligible for benefits under the Plan.

**Preferred Provider** means the hospitals and physicians that have entered into a written agreement with the vendor selected by the Trustees and agree to offer services at a discounted rate.

**Reasonable and Customary** means charges made for medical services or supplies essential to the care of an individual which are the amount normally charged by the provider for similar services and supplies and do not exceed the amount ordinarily charged by most providers of comparable services and supplies in the locality where the services or supplies are received for Sickness or Injury comparable in severity to the Sickness or Injury being treated.

If an assistant surgeon is required and is Medically Necessary, the assistant surgeon's covered charge will not exceed twenty percent (20%) of the surgeon's Reasonable and Customary allowance.

**Reciprocal Agreement** means a written agreement between this Fund and any other health and welfare trust fund which provides that monies or a portion thereof contributed to the other health and welfare trust fund for an Participant will be transferred to this Fund in order to continue an Participant's eligibility under this Fund by crediting him with the hours of Employer Contributions, and vice versa.

**Registered Nurse** means a professional nurse who has the right to use the title Registered Nurse (R.N.) other than one whom ordinarily resides in the patient's home or who is a member of the patient's Immediate Family.

**Retired Participant** means any Person on whose behalf an Employer is no longer required to make contributions to the Fund because of such person's retirement from active employment with that Employer because of age or disability.

**Room and Board** means all charges commonly made by a Hospital or other facility on its own behalf for room and meals and for all general services and activities essential to the care of registered bed patients.

**Sickness** means disease, mental disorders, nervous disorders or pregnancy of a Covered Participant which results in expenses incurred which are covered by the Plan.

**Skilled Nursing Facility** means an institution, or a distinct part thereof, which is licensed pursuant to state and local laws and is operated primarily for the purpose of providing skilled nursing care and treatment for individuals convalescing from Injury or Sickness, and:

1. is approved by and is a participating Skilled Nursing Facility of Medicare;
2. has organized facilities for medical treatment and provides twenty-four (24) hour nursing service under the full-time supervision of a Physician or Registered Nurse;
3. maintains daily clinical records on each patient and has available the services of a Physician under an established agreement; and
4. has transfer arrangements with one or more Hospitals, a utilization review plan in effect and operational policies developed with the advice of, and reviewed by, a professional group including at least one Physician.

This definition does not include an institution operated primarily for care of the aged, or for treatment of mental disease, drug addiction, alcoholism or custodial care.

**Substance/Alcoholism Abuse** means uncontrollable or excessive abuse of any addictive substance and the resultant physiological or psychological dependence which develops with continued use, requiring medical treatment as determined by a Physician.

**Substance/Alcoholism Abuse Treatment Facility** means a facility whose primary function is the treatment of Substance/Alcoholism Abuse and which is duly licensed by the appropriate state and local authority to provide such services. Treatment solely for detoxification or primarily for maintenance care is not considered effective treatment. Detoxification is care aimed primarily at overcoming after-effects of a specific episode of drinking or substance abuse. Maintenance care consists of providing an environment without access to alcohol or drugs.

**Surgery:** Means operative or cutting procedures including specialized instrumentations and the correction of fractures or complete dislocations.

**Temporomandibular Joint Dysfunction** means jaw joint conditions, including Temporomandibular joint disorders and all other conditions of the joint linking the jaw bone and skull and complex muscles, nerves and other tissues relating to that joint.

## Eligibility

### Eligibility Requirements

#### ***Initial Eligibility***

You will become eligible on the first day of the Benefit Quarter (June 1, September 1, December 1, and March 1) which follows a period of not more than 12 consecutive months during which at least 600 hours of contributions were paid to the Fund for you by one or more Contributing Employers.

#### ***When Coverage Begins***

Your benefits start on the first day of the Benefit Quarter after you meet the initial eligibility requirements. You will remain eligible until you fail to meet the requirements for "Continued Eligibility" as discussed below.

#### **Continued Eligibility**

After you have met the initial eligibility requirements, in order to continue your eligibility in later Benefit Quarters you must have at least 200 hours of contributions paid for you by Contributing Employers in a Calendar Quarter as outlined in the schedule below:

<b>At Least 200 Contribution Hours During The Calendar Quarter...</b>	<b>Provides Eligibility For The Benefit Quarter...</b>
January, February, March	June, July, August
April, May, June	September, October, November
July, August, September	December, January, February
October, November, December	March, April, May

If you do not receive credit for at least 200 hours of contributions in a Calendar Quarter, you may remain eligible for benefits if 900 hours of contributions have been paid to the Fund for you by Contributing Employers over a 15-month period based on the following schedule:

<b>At Least 900 Contribution Hours During The 15-Month Period Ending...</b>	<b>Continues Eligibility For The Benefit Quarter...</b>
March 31	June, July, August
June 30	September, October, November
September 30	December, January, February
December 31	March, April, May

However, if you are employed by an employer who is no longer signatory to a Collective Bargaining Agreement or Participation Agreement requiring contributions be made to this Fund, you will lose all accumulated hours.

#### **Enrollment /Beneficiary Form**

After you become eligible for coverage you should complete an enrollment/beneficiary form and return it to the Fund Office. You should notify the Fund Office if:

- You change your home address;
- You want to change your Beneficiary for Life Insurance; or
- There is a change in your family status (for example, marriage, birth of child, adoption, legal guardianship, divorce, legal separation or death).

## **Continued Eligibility During Disability Periods**

For each full week that you receive Weekly Loss of Time Benefits as shown on page 62, you will be credited with 40 hours to maintain eligibility. If Loss of Time Benefits are paid for less than a full week, a pro rata number of hours will be credited to you.

## **Reinstatement Of Eligibility Following A Disability**

If your eligibility is terminated and you remain within the jurisdiction of a Local Union that participates in the Fund, but you are unavailable for work due to total disability, your eligibility will be reinstated on the first day of the Benefit Quarter following any Calendar Quarter in which you worked and had employer contributions paid to the Fund for at least 200 hours if you return to Active Work immediately after your total disability ceases.

## **Reinstatement Of Eligibility**

If you lose eligibility for benefits because you did not have the required hours of contribution, you may regain eligibility on the first day of the Benefit Quarter following any Calendar Quarter in which contributions for at least 200 hours are made on your behalf by contributing employers.

You must once again meet the "Initial Eligibility Requirements" to regain eligibility if your eligibility is terminated and:

Is not reinstated within four consecutive Benefit Quarters because you leave the jurisdiction of a Local Union that participates in this Health and Welfare Trust Fund; or

Is not reinstated within 12 consecutive Benefit Quarters and you remain within the jurisdiction of a Local Union that participates in the Central Illinois Carpenters Health and Welfare Trust Fund and are actively available for bargaining unit work.

## **Dependent Coverage**

When you become eligible for benefits, your qualified dependents also become eligible. Your dependents who are eligible for benefits are your lawful spouse and your unmarried child(ren) between birth and 19 years of age, provided the child(ren) depends upon you for support and maintenance and resides in your household.

"Child" includes any of the following children who depend upon you for support and maintenance and reside in the same household with you or you must be required by court order to provide health insurance coverage:

Your own or lawfully adopted child, or any child in your custody while adoption proceedings with respect to that child are pending;

Any stepchild; and

Any child for whom you have been appointed legal guardian.

Your unmarried child(ren) between the ages of 19 and 23 is also considered an Eligible Dependent under the Plan if he/she depends upon you for support, is a full-time student of an accredited school or college and:

- Is an undergraduate student enrolled for 12 credit hours per semester (or the equivalent);
- Is a graduate student enrolled for nine credit hours per semester (or the equivalent); or

- Is enrolled for minimum of 14 classroom hours per week in an accredited school that is recognized as one that gives regular courses of instruction of a trade or profession.

Full-time students are covered during regular vacation periods that interrupt but do not terminate a full-time course of study. In order for your child to be covered during the summer months, he or she must be enrolled as a full-time student for the fall semester.

Benefits for mentally or physically disabled children may be continued beyond the normal termination age if the child:

- Is unmarried;
- Is dependent upon you for support and maintenance;
- Is incapable of engaging in self-sustaining employment; and
- Has a disability that began before age 19 and while the child was eligible for benefits from this Plan.

In order to continue this coverage for disabled children, you must notify the Fund Office no later than 31 days before the Dependent child's 19<sup>th</sup> birthday.

### ***When Dependent Coverage Begins***

Generally, coverage for your dependents becomes effective on the date you become eligible for coverage.

### ***Adding Dependents***

If you are eligible for benefits and you acquire a Dependent through marriage, the birth of a child, adoption, or placement for adoption of a child, eligibility for that Dependent begins immediately. Notify the Fund Office within 30 days of one of these events. You may be required to provide proof of your Dependent's eligible status under the Plan.

### ***Qualified Medical Child Support Orders (QMCSO)***

A Qualified Medical Child Support Order (QMCSO) is a court order that requires a member to provide medical coverage for his or her child(ren) (called alternate recipient(s) in situations involving divorce, legal separation or a paternity dispute.

The Plan shall comply with the terms of a Qualified Medical Child Support Order ("QMCSO"), directing the Plan to provide benefits to one or more alternate recipients, pursuant to the procedure set forth below:

An order which purports to be a QMCSO must be served on the Fund Office.

The Fund Office shall, within twenty (20) days of its receipt of the order, make a preliminary determination as to whether or not the order satisfies the requirements to be a QMCSO. In order to satisfy those requirements, an order must contain at least the following information:

- a clause which creates or recognizes the existence of a dependent's right to receive benefits under the Plan;
- the name and last known mailing address of the Covered Person with respect to whom the order is issued and each dependent covered by the order;

- a reasonable description of the type of coverage to be provided by the Plan to each dependent;
- a clause which specifies that the order applies to the Plan, as well as the time period to which the order applies; and
- a clause which states that the order does not require the Plan to provide any type or form of benefit not otherwise provided under the Plan.

An order which, in the judgment of the Fund Counsel, does not meet the requirements of a QMCSO shall be returned, for revision, to legal counsel who prepared the order. Revised orders which are resubmitted shall be considered new orders and shall be reviewed in accordance with the procedures set forth in this Section.

The Fund Office shall notify all parties involved, including a designated representative of the Covered Dependent, of the Fund Counsel’s decision and of the respective parties’ entitlement to benefits.

Reimbursement of benefit payments under the Plan pursuant to a QMCSO may be made to the Covered Dependent or the Covered Dependent’s custodial parent.

## **When Coverage Ends**

### ***For You***

Your eligibility will terminate on one of the four termination dates shown below if you do not have the required hours of contributions outlined in one of the two schedules on page 24.

<b>Termination Dates</b>
May 31
August 31
November 30
Last Day of February

When your coverage ends, you will be provided with certification of your length of coverage under the Plan. This may help reduce or eliminate any pre-existing limitation under a new group medical plan.

### ***For Your Dependents***

When your eligibility terminates, your Dependent’s eligibility also terminates. However, if you die while eligible, Dependent medical benefits will be continued until the earlier of:

The date your eligibility would normally terminate, or

The end of the Benefit Quarter in which accumulated hours have been exhausted, or

The date a dependent ceases to meet the definition of an eligible dependent or

The date your spouse remarries.

When your Dependent's coverage ends, your Dependent will be provided with certification of their length of coverage under the Plan. This may help reduce or eliminate any pre-existing limitation under a new group medical plan.

If your coverage terminates, you may be able to continue coverage under the Plan by making self-payments to the Plan. See page 55, for a detailed description of your self-payment rights under the Plan.

### ***Withdrawal Of Local Union Or Other Participating Group***

If a Contributing Employer no longer covers Employees under this Plan, the Trustees must be advised in writing, of their decision to withdraw from the Plan 30 days prior to the effective date of the withdrawal. This Plan will receive all Employer and Employee self-contributions and penalties due it through the effective date of such withdrawal.

If the Parties to a Collective Bargaining Agreement decide to withdraw from this Plan, then each Person who is or was covered by the Collective Bargaining Agreement will forfeit and terminate all rights and benefits in this Plan, as of midnight on the 30<sup>th</sup> day following the effective date of such withdrawal. This will also apply to those Employees who make self-contributions to the Fund.

# **Benefit Coverage While You are Covered Under the Plan**

---

## **Comprehensive Major Medical Benefit**

This Comprehensive Major Medical Benefit covers most of the Usual, Customary and Reasonable Expenses that you or your Eligible Dependents incur for the diagnosis and treatment of a non-occupational injury or sickness. This comprehensive benefit is payable not only for Hospital expenses, but also for Physicians' bills and other medical charges. It covers medical expenses for services due to prolonged disabilities as well as from ordinary injuries or sickness.

If you or an Eligible Dependent incurs covered medical expenses that are in excess of the calendar year deductible shown in the Schedule of Benefits, the Comprehensive Major Medical Benefit will pay the percentage of such covered medical expenses shown in the Schedule until you reach your calendar year out-of-pocket maximum as shown in Schedule I. Under Schedule I after you have reached the out of pocket maximum, the Plan pays 100% of your eligible expenses for the remainder of that calendar year.

There is no out-of-pocket maximum under Schedule II.

## ***Preferred Provider Organization (PPO)***

The Plan offers a Physician and Hospital Preferred Provider Organization (PPO). A PPO is a network of Physicians and Hospitals that have agreed to charge negotiated rates. When you use a PPO provider, you save money for yourself and the Plan because the PPO provider has agreed to charge a negotiated dollar amount.

It's your decision whether or not to use a network provider. You always have the final say about the Physicians and Hospitals you and your family use. To encourage you to use PPO providers whenever possible, the Plan pays a higher percentage of covered charges when you use PPO providers.

There are some exceptions when Non PPO charges may be paid at the higher percentage.

Test is performed by a PPO provider however the reading is performed by a Non PPO independent radiologist or pathologist.

Surgery is performed by a PPO physician at a PPO facility, however, anesthesiology is performed by a Non PPO anesthesiologist.

Service deemed medically necessary is not available from a PPO provider. Please contact the Fund Office for approval.

If you have questions about or need a listing of Physicians and Hospitals that participate in the PPO network, contact the Fund Office.

### ***Pre-Existing Condition Limitation***

A "pre-existing condition" is a condition for which a medical expense was incurred or for which such person received medical care, treatment, consultation, diagnosis, diagnostic testing, advice, services, supplies or took prescribed drugs or medication during the 90-day period before the date you or your Eligible Dependent became eligible under the Plan according to the Initial Eligibility requirements on page 24 including your waiting period for eligibility.

Only treatment directly related to the pre-existing condition can be excluded. However, the 90-day or 12-month period referred to below will be reduced by a period of creditable coverage. Creditable coverage is health care coverage you had under a prior health care plan. The coverage is only creditable if there was no significant break in the prior coverage. A significant break in coverage is defined as 63 consecutive days without health coverage.

Under the pre-existing condition limitations, covered medical expenses do not include any charge for treatment of a pre-existing condition unless:

You or your Eligible Dependent has undergone a 90-day period during which no medical care, treatment, consultation, diagnosis, diagnostic testing, advice, services, supplies or drug or medicine is prescribed for the pre-existing condition, or

You or your Eligible Dependent has been covered under the Plan for 12 calendar months (or the required length determined by your creditable service), including your waiting period for eligibility;

The expense is for pregnancy related charges incurred by an eligible female Participant, an eligible spouse of a male Participant or an eligible female dependent; or

Birth defects in an Eligible Dependent who is a child shall not be considered a Pre-Existing Condition; or

The expense is for an adopted child under age 18 or a child placed for adoption under age 18 if the child becomes covered within 30 days of birth, adoption or placement for adoption. This exception does not apply after the child has a significant break in coverage (63 or more consecutive days).

### ***Deductible***

The deductible is the amount of covered medical expenses that you pay before the Comprehensive Major Medical Benefit Plan begins to pay benefits. The amount of your deductible is shown in the Schedule of Benefits.

You must satisfy the deductible only once in any calendar year. Any expenses incurred and applied against the individual deductible in the last three months of a calendar year may be also applied against the individual deductible for the next calendar year, so you will not have to pay a deductible late in one calendar year and soon again in the next following year.

A separate deductible will apply to each eligible individual up to the family limit shown in the Schedule of Benefits. To ease the financial burden, the Plan provides a maximum family limit equal to an accumulative amount as shown in the Schedule of Benefits. The family deductible does not include any amounts carried over from the prior calendar year.

## ***Coinsurance***

Once you or your family has met the annual deductible, the Plan pays a percentage of charges called “coinsurance.” The amount the Plan pays depends on the type of charge and whether you are covered under Schedule I or Schedule II. The coinsurance is shown in the Schedule of Benefits.

## ***Lifetime Maximum***

The maximum amount payable per eligible Person under the Comprehensive Major Medical Benefit is shown in the Schedule of Benefits. If benefit payments totaling this amount have been paid, coverage under the Comprehensive Major Medical Benefit ceases.

## ***Out-Of-Pocket Maximum***

The calendar year out-of-pocket maximum, including the deductible, is shown in Schedule of Benefits I. The out-of-pocket maximum limits the amount you pay out-of-pocket in a calendar year for covered medical expenses. Expenses incurred for the following do not count towards the out-of-pocket maximum:

Prescription Drugs, either retail or mail order.

Outpatient treatment for substance and alcohol abuse.

Outpatient treatment for mental and nervous disorders.

There is no out-of-pocket maximum under Schedule of Benefits II.

## ***Extended Benefits***

If you or your Eligible Dependent **are totally disabled** at the time eligibility for benefits terminates, the Comprehensive Major Medical Benefit will continue for covered expenses resulting from **that disability only** for the three consecutive calendar months following the date eligibility is terminated. However, in no event will this extension of benefit provision apply if you or your Dependent becomes eligible under any other group plan.

These extended benefits are available only if you or your Eligible Dependent is totally disabled at the time eligibility terminates and if you or your Dependent is continuously disabled to the date each medical expense is incurred. The extended benefits do not apply to expenses related to an unrelated sickness or disability.

For you, total disability means you are prevented from engaging in your regular work or customary job due to injury or sickness. For your Dependent, total disability means that he or she is prevented from engaging in substantially all of the normal activities of a Person of like age and sex and in good health.

### ***Utilization Review (Pre-Certification for Inpatient admissions only)***

For treatment involving the provision of Hospital services, the Utilization Review Administrator must be notified with respect to any Covered Person or Covered Dependent (i) prior to any scheduled or non-emergency Hospital Confinement/Admission or (ii) within two (2) business days after Hospital Confinement/Admission for Emergency Treatment or obstetric care.

Upon notification, the Utilization Review Administrator will review:

- the Medical Necessity for the Hospital Confinement/Admission;
- the appropriateness of the place of treatment for the Sickness or Injury;
- the duration of the Hospital Confinement/Admission; and
- the extension, if necessary, of a previously reviewed Hospital Confinement/Admission.

Expenses excluded in accordance with this Section shall not apply toward satisfaction of any other limitation herein.

### ***Maternity Benefits***

Expenses incurred as a result of the pregnancy will be eligible for benefits the same as any other Sickness under the Plan, except that the following provisions shall be applicable:

- a minimum of forty-eight (48) hours of inpatient Hospital care for the mother and newborn child shall be provided following a vaginal delivery; and
- a minimum of ninety-six (96) hours of inpatient Hospital care for the mother and newborn child shall be provided following a delivery by Caesarean section.

A shorter inpatient Hospital stay may be provided if a Physician licensed to practice medicine in all of its branches determines, in accordance with the protocols and guidelines developed by the American College of Obstetricians and Gynecologists or the American Academy of Pediatrics, that the mother and the newborn child meet the appropriate guidelines for a shorter stay, based upon an evaluation of the mother and newborn child and taking into consideration the availability of a post-discharge visit within forty-eight (48) hours following the discharge, with either a Physician in his office or with an R.N., or L.P.N. supervised by an R.N., in the child's home.

A mother and newborn child are considered separate persons for all purposes under the Plan. Benefits will be available for the mother if the mother is properly enrolled in the Plan on the date the services were rendered. Maternity coverage will be available for covered participants, eligible spouses and eligible dependent children. No coverage will be available for the newborn child of covered dependent children.

## **Covered Medical Expenses**

The Usual, Customary and Reasonable Expenses which you are required to pay for the following services and supplies for treatment of non-occupational injury or sickness are "covered medical expenses" under the Comprehensive Major Medical Benefit within the limits shown in the Schedule of Benefits.

1. Hospital Expenses including:

Semi-private Hospital room and board while Hospital confined.

If you occupy a private room the benefit covers only the most common semi-private room rate charged by the Hospital.

Intensive care unit charges made by the Hospital in which you are confined as an inpatient.

All necessary services and supplies furnished by the Hospital while you are confined as an inpatient such as operating room charges and other miscellaneous Hospital expenses.

2. Diagnostic Laboratory and X-ray Expenses including:

Laboratory or X-ray examinations.

X-ray radium.

Radioactive isotope therapy.

3. Outpatient Surgical Expenses including:

The services of the operating surgeon and the anesthesiologist.

The services and supplies furnished by an Ambulatory Surgical Center, the outpatient facility of a Hospital or in a Physician's office.

4. Other Covered Medical Expenses including the following services and supplies:

The services of a licensed Physician for professional services. **However, charges for visits to a chiropractor are limited to no more than 12 visits per calendar year.**

Hearing aids, limited to purchase, whether temporary or permanent, once every five years per Person with maximum benefit payable of \$1,200 for both ears combined.

The services of a legally licensed physiotherapist and a registered graduate nurse (R.N.) other than a nurse who ordinarily resides in your home or who is a member of your family or your spouse's family.

Care in a recognized hospice facility.

Anesthetics, blood and blood plasma, oxygen and rental of equipment for administration of oxygen.

Rental or purchase of durable medical and surgical equipment, which is pre-approved by the Fund such as a non-electric wheelchair, artificial respirator but not including items which are not specifically designated for a medical purpose such as air conditioners, dehumidifiers, etc.

Artificial limbs and artificial eyes.

Dental work and oral surgery for the prompt repair of natural teeth or other body tissues and required because of a non-occupational bodily injury occurring while the Person is eligible for benefits.

Dental work and oral surgery in the Hospital, for which the Person's medical condition makes it necessary for the procedure to be performed in the Hospital and not in a Dentist's office, if the procedure is performed while the Person is eligible for benefits. Only the charges for the hospitalization related medical services are eligible. Charges for the dentist/oral surgeon are covered under the dental plan, if participant is eligible for dental coverage.

Fully or Partially Impacted wisdom teeth including charges from the oral surgeon and related dental services performed on the same day as the extraction of the teeth (tooth).

Cosmetic surgery which is necessary for prompt repair of a non-occupational accidental bodily injury occurring while the Person is eligible. Also for cosmetic surgery which is for the treatment of birth defects of a Dependent child provided such defects were first diagnosed at the time when the child was eligible for benefits, under this Plan or a prior group Plan, and provided that the treatment is performed while the Dependent child is eligible under the Plan

Local ground transportation provided by a professional ambulance service, to the nearest Hospital, between Hospitals or between a Hospital and a Skilled Nursing Facility, including air ambulance service, when Medically Necessary.

Protropin (Somatren) or any growth hormone that requires special supervised administration and is not available through normal retail pharmacy distribution channels. The charges shall be payable to the extent that such charges are usual, customary and reasonable.

Rental or, at the option of the Plan, purchase of standard model orthotic devices and/or leg braces **up to a maximum calendar year benefit of \$3,000.**

Cataract Surgery including the initial purchase of eyeglasses or contact lenses following cataract surgery.

Services of a Physician or licensed physical therapist for outpatient therapy. Outpatient physical therapy shall be limited to twelve (12) visits per participant per calendar year, unless the therapy is Medically Necessary for the treatment of the following conditions:

- Fracture;
- Stroke;
- Surgery; or
- Palsy or similar muscle diseases.

Services of a Physician or registered occupational therapist for constructive therapeutic activity designed and adapted to promote the restoration of useful physical function.

Services of a qualified Physician or qualified speech therapist for restoratory or rehabilitary speech therapy for speech loss or impairment due to Sickness, Injury, or due to a congenital anomaly.

Services of a qualified Physician or registered therapist for vision therapy to correct the physical impairment but not for correction of nearsightedness or farsightedness up to a lifetime maximum of \$500 per covered participant.

Private duty professional nursing services by a Registered Nurse or Licensed Practical Nurse, but only if the services provided are of such a nature that they cannot be provided by non-professional personnel.

Charges for the following will be covered expenses for a Person to whom the Plan is providing benefits in connection with a mastectomy:

- reconstruction of the breast on which the mastectomy has been performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and physical complications of all stages of mastectomy, including lymphedemas;
- Support garments limited to two (2) per participant per calendar year.

#### 5. Mental Illness or Nervous Disorders

Inpatient Care is limited to a maximum of thirty (30) days per person per calendar year and sixty (60) days per person per lifetime.

Out-patient treatment for Mental & Nervous is limited to 15 visits per person per calendar year.

Partial Hospitalization Treatment Program: Treatment in a planned therapeutic treatment program of a Hospital in which patients with Mental Illness spend days or nights, provided that admission to the program occurs within seventy-two (72) hours of discharge from Hospital Confinement/Admission for which benefits were available under Plan. Each two (2) days of partial hospitalization equals one (1) day of care for calculation of Mental Illness treatment benefits.

#### 6. Substance/Alcoholism Abuse

Inpatient Care is limited to a Substance & Alcohol maximum of thirty (30) days per person per calendar year and sixty (60) days per person per lifetime.

Outpatient treatment for Substance & Alcohol Abuse is limited to 15 visits per person per calendar year.

Partial Hospitalization Treatment Program: Treatment in a planned therapeutic treatment program of a Hospital or Substance Abuse Treatment Facility in which patients with Substance Abuse spend days or nights, provided that admission to the program occurs within seventy-two (72) hours of discharge from Hospital Confinement/Admission for which benefits were available

under Plan. Each two (2) days of partial hospitalization equals one (1) day of care for calculation of Substance Abuse/Alcoholism treatment benefits.

7. Skilled Nursing Facility Confinement:

Room and Board, including any charges made by the facility as a condition of occupancy or on a regular daily or weekly basis such as general nursing services. If private room accommodations are used, benefits available for Room and Board will not exceed the average semi-private rate charged by the facility or a representative cross section of similar institutions in the area;

Medical services customarily provided by the Skilled Nursing Facility, with the exception of private duty or special nursing services and Physician's fees; and

Drugs, biologicals, solutions, dressings, and casts furnished for use during the convalescent period, but no other supplies.

A Covered Person or Covered Dependent shall be eligible for benefits under this Subsection only to the extent confinement in a Skilled Nursing Facility:

is certified by a Physician as essential for recuperation from Sickness or Injury that caused such Hospital Confinement;

is not incurred for custodial care; and

commences within fourteen (14) days after a confinement of at least three (3) days duration in a Hospital for which benefits were payable under the Plan up to ninety (90) days per lifetime.

8. Organ transplant procedures limited to kidney, cornea and bone marrow transplant procedures. Covered medical expenses for an organ transplant are the charges incurred for lifetime recipient care, follow-up care and donor expense.

Lifetime recipient care includes charges for:

- The use of temporary mechanical equipment, pending the acquisition of matched human organs;
- Hospital and related facilities, Physician professional fees and ancillary charges;
- Direct, non-medical costs for one member of the recipient's immediate family (two members if the recipient is under the age of eighteen) for;
  - (1) Transportation to and from the approved facility where the transplant is performed, but not more than one round trip per Person per transplant; and
  - (2) **Temporary lodging at a prearranged location during the recipient's confinement in an approved transplant facility not to exceed \$75 per day.** Direct non-medical costs are only payable if the recipient lives more than 50 miles from the approved transplant facility.

**A maximum of \$35,000 per participant will be paid for recipient care for all organ transplants combined during an Eligible Participant's or Dependent's lifetime.** The

transplant lifetime maximum begins five (5) days before the organ transplant surgery occurs and terminates upon discharge from the Hospital.

Follow-up care includes charges for:

- professional fees,
- Hospital,
- prescription drugs, and
- related facility charges and ancillary charges which result directly from the transplant procedure incurred after discharge from the Hospital stay during which the transplant occurred.

**No more than \$10,000 per year and \$30,000 per lifetime is payable for follow-up care for all covered transplants combined.** The annual maximum for follow-up care is determined on the basis of the twelve (12) consecutive month anniversary date of the recipient's discharge from the approved transplant facility.

Donor expense includes charges for the following:

- testing to identify a suitable donor;
- the expense for the acquisition of organs from a donor;
- transportation of an organ or a donor on life support; and
- the expense of life support of a donor pending the removal of usable organs.

Donor expense charges are reimbursable only when the transplant recipient is an Eligible Participant or Eligible Dependent under this Plan. **No more than \$10,000 per lifetime will be paid for donor expense charges for all covered transplants combined.**

Benefit coverage for all covered transplants requires prior authorization by the Fund Office.

9. Procedures to correct nearsightedness or farsightedness **up to a maximum lifetime benefit of \$1,600 per eye.**

### ***Wellness Benefit***

One hundred percent of all Reasonable and Customary Expenses Incurred for routine preventative care, including but not limited to physical examinations, immunizations, and related diagnostic testing when performed by an eligible provider limited to \$300 per calendar year. Routine vision exams and dental services are not considered eligible Expenses Incurred for the purpose of this Section.

### ***Non-Covered Medical Expenses***

In addition to any limitations or exclusions stated elsewhere in the Plan, no Comprehensive Major Medical Expense Benefits are payable for the following:

1. Charges which exceed the Reasonable and Customary charge for the service rendered or charges for which payment is not legally required.
2. Any treatment or service unless such expense is incurred upon the recommendation of a physician for diagnosis or treatment for an Injury or Sickness.
3. Any treatment or service due to sickness which is covered by a Workers' Compensation Act or other similar legislation or due to an injury arising out of or in the course of employment for wage or profit.
4. Services or supplies that are compensated for or furnished by the local, state or Federal government or any agency thereof, and that part of charges for any services or supplies for which payment is provided or available from the local, state or Federal government (for example, Medicare) whether or not that payment is received.
5. Charges for services or supplies that are furnished, paid for or otherwise provided for, by reason of the past or present service of any Person in the armed forces of a government.
6. Charges for services and supplies that are not necessary for treatment of the injury or sickness or are not recommended and approved by the attending Physician or charges to the extent that they are unreasonable or not medically necessary. The following standards shall be used to determine medical necessity. Such services must be:

consistent with the symptoms or diagnosis and treatment of the injury or sickness;

appropriate with regard to standards of good medical practice;

not solely for the convenience of you or your Dependent, Physician, Hospital or another provider; and

the most appropriate supply or level of service that can be safely provided.

When specifically applied to confinement, it further means that the medical symptoms, conditions, diagnosis or treatment cannot be safely provided as an outpatient. The Board of Trustees shall be the sole judges of interpreting medical necessity and for this purpose may rely on advice of medical professionals of their choosing.

7. Charges for services or supplies which are the result of Injury or Sickness sustained (i) during the voluntary participation in a riot or the commission of an illegal act or crime, or (ii) while under the influence of alcohol or other drug or controlled substance which is not prescribed by a Physician. For purposes of this section, a person shall be presumed to be under the influence of alcohol if his blood alcohol level equals or exceeds the limit for driving under the influence of alcohol as determined by the law of the state in which the Injury occurred. In addition, a person may be

considered to be under the influence of alcohol or other drug or controlled substance if objective evidence suggests such condition, as determined pursuant to the reasonable exercise of discretion by the Board of Trustees.

The limitations of this section shall not apply unless there is a direct causal relationship between the activity described in (i) or (ii) and the Sickness or Injuries sustained.

8. Drugs unless administered and used while Hospital confined or drugs which require special supervised administration. Out-of-Hospital drug expenses are covered under a separate benefit. See page 48.
9. Charges for services that are incurred as a result of a court order.
10. Charges for services and supplies which are for the treatment of any condition caused by war or by any act of war, declared or undeclared.
11. Medical or surgical services, procedures, medications or supplies that are not in accord with generally accepted medical standards as being safe and effective for the treatment of a condition, or that are deemed to be experimental or investigational in the judgement of a technological assessment body established by state or Federal government, or by a professional medical association.
12. Routine physical examinations including but not limited to school, sport, employment and well-baby examinations (Except as specifically otherwise provided under the "Wellness Benefit").
13. Glasses or routine eye examinations or the correction of vision or fitting of glasses. Eye examinations and glasses are provided under the Vision Care Benefit on page 46. This does not apply to the first pair of glasses or contact lenses following cataract surgery.
14. Repairs to hearing aids.
15. Cosmetic surgery except for the treatment of injuries sustained in an accident while eligible under this Plan and the treatment of birth defects of your Dependent child provided such was first diagnosed at the time when your child was eligible for benefits under this Plan or another group Plan and also provided that your Dependent child is eligible for benefits at the time of treatment, or as specifically provided following a mastectomy as described on pages 8 and 12.
16. Services or supplies for which no payment is required or would be required if you or your Dependent was not eligible for benefits from this Plan.
17. Charges for failure to keep a scheduled visit or charges for completion of a claim form.
18. Supplies or equipment for personal hygiene, comfort or convenience such as air conditioners, air purifiers, hospital beds, humidifiers, hypoallergenic pillows, mattresses, waterbeds or physical fitness equipment.
19. Services performed by any person who is a member of the Covered Person's or Covered Dependent's Immediate Family, or who normally resides in the Covered Person's or Covered Dependent's home.
20. Charges incurred outside the United States if the Covered Person or Covered Dependent traveled to such a location for the sole purpose of obtaining medical services, drugs, or supplies.

21. Occupational therapy unless it is required to restore a physical function.
22. Any service, supply or treatment for Speech therapy connected with a learning disability, developmental disorder or functional nervous disorder is not covered. Therapy for conditions when improvement is not anticipated within two (2) months is also not covered.
23. Any expense or charge that results from treatment for weight control or obesity.
24. Treatment of infertility or restoration or enhancement of fertility, including but not limited to, therapeutic injections, fertility and other drugs, surgery, artificial insemination, in-vitro fertilization.
25. Any expense resulting from and/or directly related to the completion of a transplant except for those specifically listed as eligible within this document.
26. Any expense or charge in connection with dental work or surgery (except as provided by the Plan), including:
  - treatment involving any tooth structure, alveolar process, abscess or diseases of the gums; or
  - treatment for temporomandibular joint dysfunction.
27. Professional nursing services if rendered by other than a Registered Nurse or Licensed Practical Nurse, unless such care was vital as a safeguard of the Covered Person's or Covered Dependent's life, and unless such care is specifically listed as a benefit elsewhere in the Plan;
28. Hospitalization when such confinement occurs primarily for physiotherapy, hydrotherapy, convalescent or rest care.
29. Any treatment or service related to an elective abortion, except to preserve the life of the mother.
30. Telephone charges for prescription drugs.
31. Expenses for bunions, unless an open cutting operation is performed or treatment of corns, calluses or toenails, unless at least part of the nail root is removed, or purchase of orthopedic shoes.
32. Charges for nutritional or vitamin supplements.
33. Charges for ear plugs.
34. Charges for sales tax and shipping.
35. Duplicate charges that are due to the negligence of the patient.
36. Charges for chelation therapy.
37. Charges for acupuncture, acupressure treatments and massage therapy.
38. Sex transformation and hormones related to such treatment.

39. Services and supplies rendered to treat hair loss or to promote hair growth, including but not limited to hair transplants and wigs. This does not apply if the wig is for hair loss due to chemotherapy or radiation treatment limited to one (1) wig per person per calendar year with a maximum benefit of \$300 per wig.
40. Surgical reversal of elective sterilization.
41. Expenses Incurred for behavioral, social maladjustment, lack of discipline, or other antisocial actions which are not specifically the result of Mental Illness.
42. Expenses Incurred for special education or training for learning disabilities.
43. Charges made for functional therapy for learning or vocational disabilities or hearing therapy if such therapy is due to developmental delay.
44. IQ testing or educational testing.
45. Enrollment in a health, athletic, or similar club or weight loss, non-smoking or similar programs.
46. Genetic testing, including but not limited to amniocentesis.
47. Blood storage or costs associated with direct donation of blood.
48. Services that are not covered by a primary insurance program (as determined by the guidelines within this plan) as a result of not following the primary insurance program guidelines.
49. Pharmacy copays from either this plan or from a primary insurance program (as determined by the guidelines within this plan).
50. Treatment or service due to injury or sickness caused by a third party in the event the participant has a right to receive damages for the treatment or service from the third party.

51. Custodial care which means that care consists of watching, maintaining, protecting, or is for the purpose of providing personal needs rather than being able to cure, or primarily to assist with activities of daily living, and where such care is not reasonably expected to cure you or your Dependent of any injury or sickness. Custodial care may include but not be limited to the following services:

Assistance in the activities of daily living, such as walking, dressing, getting in and out of bed; bathing, eating, feeding or using toilet or help with other functions of daily living or personal needs of a similar nature.

Changes of dressings, diapers, protective sheets or periodic turning or positioning in bed.

Administration of, or help in using or applying, medications, creams and ointments, whether oral, inhaled, topical, rectal or injected.

Administration of oxygen.

Care or maintenance in connection with casts, braces or other similar devices.

Care in connection with ostomy bags or devices or indwelling catheters.

Feeding by tube, including cleaning and care of the tube site.

Tracheostomy care, including cleaning, suctioning and site care.

Urinary bladder catheterization.

Monitoring, routine adjustments, maintenance or cleaning of an electronic or mechanical device used to support a physiological function, including, but not limited to, a ventilator, phrenic nerve or diaphragmatic pacer.

General supervision of exercise programs, including carrying out of maintenance programs of repetitive exercises that do not need the skills of a therapist and are not skilled rehabilitative services.

## **Dental Benefit**

*(Eligible Participants And Eligible Dependents Schedule Of Benefits I Only)*

If a licensed Dentist or hygienist treats you or an Eligible Dependent, the Dental Benefit will pay up to the calendar year maximum shown in the Schedule of Benefits I for covered dental expenses.

### **Dental Deductible**

The deductible is the amount of covered dental expenses that you pay before the Dental Benefit begins to pay benefits. The amount of the deductible is shown in Schedule of Benefits I. The dental deductible is separate from the medical deductible.

A separate deductible will apply to each eligible individual under Schedule of Benefits I.

### **Coinsurance**

Once you have met the annual dental deductible, the Plan pays a percentage of charges called "coinsurance." The amount the Plan pays depends on the type of charge. Your payment is the remaining percentage of charges.

### **Extended Benefits**

There is no extended Dental Benefits payable for any treatment or any other service started after eligibility is terminated. However, the Plan will pay the scheduled amounts for a prosthetic device (such as full or partial dentures) if the Dentist took the impressions and prepared the abutment teeth while you or your Dependent was eligible and delivers and installs the device within two (2) calendar months following the date eligibility terminated.

The Plan will pay the scheduled amount for a crown if the Dentist prepared the crown while you or your Dependent was eligible and installs the crown within two (2) calendar months following the date the Person's eligibility terminated.

The Plan will pay for root canal therapy if the Dentist opened the tooth while you or your Dependent was eligible and completes the treatment within two (2) calendar months following the date eligibility terminated.

### **Covered Dental Expenses**

The covered dental expenses referred to in this section are those charges made for the following services, supplies and treatments when performed by a legally qualified Dentist for oral examination and treatment of diseased teeth or supporting bone or tissue to the extent that such charges are usual, customary and reasonable.

1. Preventative Dental Expenses are covered at 90% of the charges for, not subject to the deductible:

Routine periodic oral examinations of no more than two (2) such examinations or treatments in a calendar year.

Bite wing x-rays but not more than two (2) in a calendar year.

Dental prophylaxis as prescribed by the Dentist, but not more than two (2) in a calendar year.

Topical fluoride application, but not more than two (2) in a calendar year.

2. Minor Dental Expenses are covered at 70% of the charges for:

Full-mouth x-ray.

Periapical x-rays or x-rays not considered Preventative Dental Services.

Treatment for Temporomandibular Joint Disorders.

Emergency treatment for relief of pain.

Restorative services: Amalgam, synthetic porcelain and plastic and composite restorations.

Oral Surgery which includes for extractions other than fully or partially impacted wisdom teeth.

Endodontics: Includes pulpal therapy and root canal fillings.

Sealants up to age 16.

Periodontal including cleaning, gingivectomy and gingivoplasty, gingival curettage, osseous surgery, surgical periodontic examination, mucogingivoplastic surgery and management of acute periodontal infection and oral lesions.

3. Major Dental Expenses are covered at 50% of the charges for:

Inlays, onlays and crowns.

Replacement Prosthetics: Partial or full removable dentures, fixed bridgework or implanted teeth by a new denture, by new bridgework or the addition of teeth to an existing partial, removable denture or to bridgework to replace extracted natural teeth or replacement of implants only if:

- the replacement or addition of teeth is required to replace one or more additional natural teeth extracted after the existing denture or bridgework was installed; or
- the existing denture, bridgework or implant was installed at least five (5) years prior to its replacement and cannot be made serviceable; or
- the existing denture is an immediate temporary denture that cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the temporary denture.

New Prosthetics: Bridges, partial dentures, complete dentures and space maintainers.

Implanted teeth.

### ***Non-Covered Dental Expenses***

No Dental Benefits are payable for the following:

1. Treatment by other than a licensed Dentist, except charges by a licensed dental hygienist, under the supervision and direction of a Dentist.
2. Orthodontia treatment.
3. Charges which exceed the Reasonable and Customary charge for the service rendered or charges for which payment is not legally required.
4. Dental care which is included as a covered expense under the Comprehensive Major Medical Benefit.
5. Dental services or supplies furnished without charge or paid for by a governmental unit, employer, benefit association, union or similar group, or for which no charge would be made in the absence of dental benefits.
6. Dental expense which is compensable under any Workers' Compensation law or similar legislation.
7. Treatment of any condition caused by war or by any act of war, declared or undeclared or by participating in a riot or as the result of the commission of a felony.
8. Replacement of a lost or stolen prosthetic device.
9. Charges for failure to keep a scheduled appointment with a Dentist.
10. Charges for a duplicate prosthetic device or any other duplicate appliance.
11. Charges for the completion of insurance forms.
12. Expenses for athletic mouth guards, oral hygiene, dietary, plaque control and other educational programs.
13. Charges for sealants for covered members/dependents beyond the age of 16.
14. Duplicate charges that are due to the negligence of the patient.
15. Any limitations on benefits contained in the Schedule of Benefits.
16. Charges for whitening of the teeth.

## **Vision Care Benefit**

### *Eligible Participants And Eligible Dependents Schedule Of Benefits I Only*

If you and/or your Dependent are eligible for Schedule of Benefits I, you are also eligible for the vision care benefit. The vision care benefit is self insured by the Fund using the administrative services of Vision Service Plan. The Plan provides coverage for:

An eye examination; and

Lenses and frames or contact lenses.

You and/or your Eligible Dependents will receive benefits for vision care regardless of where you are examined or where you purchase glasses or contact lenses, but you will receive a higher level of benefits if you use a Vision Service Plan (VSP) Member Doctor. A VSP Member Doctor is a licensed optometrist, ophthalmologist, and/or dispensing optician who is in agreement with VSP to provide vision care benefits. The Fund Office will provide you with a listing of VSP Member Doctors free of charge or find online at [www.vsp.com](http://www.vsp.com).

### **Vision Service Plan In-Network Benefits**

You and/or your Eligible Dependent will pay a copay for a comprehensive vision examination from a VSP Member Doctor as listed in the Schedule of Benefits. You are eligible for one (1) vision exam per 12-month period.

If the VSP Member Doctor prescribes lenses for you, and you receive the lenses from a VSP Member Doctor, you will have to pay a copay. Also, you may obtain a new frame for a copay if you choose a frame within the Plan's allowance. Otherwise, you will be responsible for the difference between the VSP allowance and the cost of the frame you chose. You may obtain one (1) pair of lenses in a 12-month period and one (1) new frame in a 24-month period. If you choose contact lenses you will receive a flat dollar benefit (after you pay the copay) in lieu of lenses and frame. Refer to the Schedule of Benefits I for a detailed listing of services and benefits payable.

### **Out-Of-Network Benefits**

If you use a non-member doctor, the Plan will pay a flat dollar amount towards your eye examination, lenses and frames after you pay a small copay as listed in the Schedule of Benefits. You are eligible for a vision examination once per 12-month period.

If you obtain lenses from a non-member doctor, the Plan will pay a flat dollar amount per pair of lenses based on the type of lenses after you pay a copay. You may obtain one (1) pair of lenses in a 12-month period and one (1) new frame in a 24-month period.

The Plan pays a benefit towards contact lenses from a non-member doctor, after you pay the copay, you will receive a flat dollar benefit in lieu of lenses and frame. Refer to the Schedule of Benefits I for a detailed listing of services and benefits payable.

### ***Filing Non-Participating Provider Claims***

If you obtain services from a non-participating provider, follow these steps:

**Step 1:** Pay the provider the full amount of the bill and request a copy of the bill that shows the amount of the eye examination, lens type and frame.

**Step 2:** Send a copy of the itemized bill(s) to VSP. The following information must also be included in your documentation:

Participant's name and mailing address.

Participant's identification number (usually the social security number).

Participant's group name.

Patient's name, relationship to participant and date of birth.

You may submit the above information on a HCFA-1500 form or any generic insurance claim form that may be available from your non-participating provider upon request.

**Step 3:** Mail the itemized bill(s) and form to the following address:

Vision Service Plan  
P.O. Box 997105  
Sacramento, CA 95899-7105  
Phone: 1(800) 877-7195

Please note that claims for reimbursement must be filed within six (6) months of the date services were completed.

## **Prescription Drug Benefit**

### *Eligible Participants And Eligible Dependents Schedule Of Benefits I Only*

Prescription drugs are self-insured by the Fund using the administrative services of Walgreens Co. The drug plan is designed to cover the major portion of prescription drug costs incurred by you and your Eligible Dependents. The program consists of two parts – the retail card program and the mail order program. Benefits are not payable if you do not visit a participating pharmacy. For a list of Walgreens participating pharmacies contact the Fund Office or visit the website at [www.mywhi.com](http://www.mywhi.com).

### **Eligibility**

If you or your Dependent is eligible for Schedule of Benefits I, you are also eligible for the prescription drug benefit.

### **Retail Prescription Program**

If you go to a Walgreens or a participating pharmacy, you are required to pay the applicable coinsurance as shown in the Schedule of Benefits. The retail prescription program is best used for short-term medications for up to a 30-day supply.

### **Mail Order Prescription Program**

You should use the mail-order program when you need to have prescriptions filled for maintenance medications. When you order by mail, you can get up to a 90-day supply at one time. You will be required to pay the applicable copay as shown in the Schedule of Benefits.

Maintenance Medications are prescription drugs that are used on a long-term or on-going basis. These prescriptions can be used to treat chronic illnesses such as:

- Arthritis;
- Diabetes;
- Emotional distress;
- Heart disorders;
- High blood pressure; and
- Ulcers.

When you need to order medication through the mail-order program you should follow these steps:

Ask your Physician to prescribe a 90-day supply of medication with refills.

Mail the original prescription along with a completed Walgreens order form/envelope to the mail order program. The order form/envelope is available from the Fund Office.

Allow approximately fourteen (14) days from the time you mail in your order to receive the prescription.

### ***Specialty Drug Program***

If you or your eligible dependent is prescribed any of the medications listed on Appendix A, you will be required to purchase this medication at your local pharmacy and pay the applicable copay amount for the 30-day supply. These medications will not be covered under the Mail Order program. The attached list may be updated or changed by Walgreens as deemed appropriate.

### ***Covered Medications***

Covered expenses include legend drugs, which require a written prescription from a Physician or Dentist. A licensed pharmacist must dispense these prescriptions. Legend drugs are drugs with the following wording on the container "Federal Law Prohibits Dispensing without a Prescription." Needles and syringes used for the injection of insulin available by prescription are also covered. To find out if a medication is covered, contact the Fund Office.

### ***Medications Not Covered***

Prescription drug benefits will not be provided for any charges for the following:

1. Drugs or medicines lawfully obtainable without a prescription order of a Physician or Dentist, except insulin.
2. Vitamins or nutritional supplements, except for prenatal vitamins.
3. Any charge for the administration of a prescription legend drug or injectable insulin.
4. Medication which is to be taken by or administered to the individual, in whole or in part, while he or she is an in-patient or out-patient in a licensed Hospital, rest home, sanitarium, extended care facility, convalescent Hospital, nursing home or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.
5. Refilling of a prescription in excess of the number specified by the Physician or Dentist or a refill dispensed after one (1) year from the order of a Physician or Dentist.
6. Prescription drugs that may be properly received without charge under local, state or federal programs, including Workers' Compensation.
7. Retin-A unless for eligible members and covered spouses 27 years or older with written documentation from a Physician providing that the drug is not used for photoageing or correction of wrinkles.
8. Viagra and all other medications within the same drug classification the plan will cover no more than eight (8) pills per month.

# **Family Status Changes**

---

At some point in your life, you might experience a change in family status that affects your health benefits. The information below is designed to explain what you need to do when you experience a change in family status.

## **Notifying The Fund Office**

By notifying the Fund Office of new dependents, you help avoid delays in payment of benefits. It is also important to notify the Fund Office when a Dependent loses eligibility. This helps ensure your Dependent becomes enrolled in COBRA continuation coverage if necessary.

You must notify the Fund Office within 31-days of when you experience any change in your family status.

## **Completing An Enrollment/Beneficiary Form**

If you experience a change in family status, you may also be asked to complete a new enrollment/beneficiary form. It's important that you return the completed form to the Fund Office to ensure your correct address and marital status are on file. It also enables the Fund Office to keep updated Dependent information and information about whether you or your Dependents have other benefits coverage. All of this information helps the Fund Office process your claims quicker and more accurately.

## **What You Need To Do**

### ***When You Have A Baby***

Notify the Fund Office of the baby's birth.

Complete an enrollment/beneficiary form and provide additional information as deemed necessary by the Fund office.

### ***When You Have A Change of Address***

Notify the Fund Office of your new address.

Complete a change of address form.

### ***When You Adopt A Child***

Notify the Fund Office when your child is placed with you for adoption.

Complete an enrollment/beneficiary form.

Submit a copy of the adoption papers to the Fund Office.

***When You Get Married***

Notify the Fund Office of your marriage.

Complete an enrollment/beneficiary form.

Submit a copy of your marriage certificate to the Fund Office.

***In The Event Of Divorce***

Notify the Fund Office of your divorce.

Complete an enrollment/beneficiary form.

Submit a copy of your divorce decree verifying the date your divorce is final and any additional information as deemed necessary by the Fund office.

If your ex-spouse was covered under the Plan and wants to continue coverage under COBRA, you or your ex-spouse have 60 days from the date of the divorce to request COBRA information from the Fund Office. See page 53 for more information about COBRA.

***When Your Dependent Child Reaches Age 19 And Is A Full-Time Student***

Provide proof of full-time student status each semester to avoid any lapse of coverage. Your school may provide you with verification.

In order for your child to be covered during the summer months, he or she must be enrolled as a full-time student for the fall semester.

***When Your Dependent Loses Eligibility For Coverage***

Notify the Fund Office if your Dependent is no longer eligible for coverage.

If your Dependent wants to continue coverage under COBRA, contact the Fund Office within 60 days from the date your Dependent loses eligibility. See page 53 for more information about COBRA.

### ***In The Event Of Your Death***

Your surviving spouse or dependents should contact the Fund Office.

If your dependents want to continue coverage under COBRA after your death, they should contact the Fund Office within 60 days of the date of your death. See page 53 for more information about COBRA.

If you should die while eligible for benefits, any medical coverage that you or your dependents were eligible for will be continued until the later of the date your eligibility would normally terminate or the earlier of:

The end of the Benefit Quarter in which accumulated hours have been exhausted, or

The date a Dependent ceases to meet the definition of Dependent including remarriage of your spouse.

If you have any questions about changes in family status, please contact the Fund Office.

## **Continuing Coverage Under Special Circumstances**

---

### **Consolidated Omnibus Budget Reconciliation Act (COBRA) Continuation Coverage**

You and your Eligible Dependent(s) have the right to continue your medical coverage (and dental, vision and prescription drug coverage, if applicable) under this Plan by paying the established Cobra Rate if coverage would otherwise terminate due to a "qualifying event." This provision does not apply to Life Insurance, Accidental Death and Dismemberment Insurance or Weekly Loss of Time Benefits. Qualifying event means one of the following occurrences, which would otherwise terminate your or your Dependent's coverage including your:

- Loss of eligibility under the Plan due to your failure to be credited with the required hours of contributions for continued eligibility;
- Death;
- Entitlement to Medicare;
- Divorce or legal separation from your spouse; or
- Dependent child, ceasing to qualify as a Dependent under the Plan definition.

### ***Election Period***

You and/or your Dependent(s) may elect to continue coverage within 60 days of the later of:

- The date you and/or your Dependent(s) would otherwise lose coverage due to the qualifying event; or
- The date you and/or your Dependent(s) are notified of your right to elect the continuation coverage.

You or your Dependent(s) must notify the Fund if you divorce or your Dependent no longer qualifies as a Dependent under the Plan. You and/or your Dependent(s) must provide such notification within 60 days after the later of:

- The date of the qualifying event; or
- The date your Dependent(s) would otherwise lose coverage due to the qualifying event.

The election must be in writing, on a form provided by the Fund Office. Elected benefits will be continued provided:

- The election form is completed and returned to the Fund within the 60-day period noted above; and
- The initial premium is paid to the Fund within 45 days of your and/or your Dependent's election.

If you (the participant) have a newborn child, adopt a child or have a child placed with you for adoption (for whom you have financial responsibility) while COBRA continuation coverage is in effect, you may add such child to your coverage. You must notify the Fund Office, in writing, of the birth or placement in order to have this child added to your coverage.

Children born, adopted or placed for adoption as described above, have the same COBRA rights as a spouse or dependents who were covered by the Plan before the event that triggered COBRA continuation coverage. Like all qualified beneficiaries with COBRA continuation coverage, their continued coverage depends on timely and uninterrupted payment of premiums on their behalf.

The initial premium must include the monthly premium for each full month that has passed from the date coverage would otherwise terminate until the date the initial premium is received by the Fund Office. Premium payments for subsequent months, including the month during which the initial premium is paid, are due on the first of the month. However, such payment will be considered timely if received by the Fund Office within 30 days of the due date.

### ***Period Of Coverage***

Coverage may continue, on a self-pay basis, for up to 18-months. However, if you lose eligibility for benefits under the Plan during the period beginning 18-months prior to entitlement to Medicare and ending 18-months after entitlement to Medicare, the maximum COBRA continuation period for your dependents will not terminate before the end of the 18-month period starting with your entitlement to Medicare.

### ***Loss Of COBRA Coverage***

COBRA continuation coverage will cease on the first of the following dates:

The date the Plan terminates;

The date a required self-payment is due and unpaid;

The date you and/or your Dependent(s) become covered under another group plan (except as noted below in the section entitled "Special Extension with Regard to Preexisting Conditions");

The date you and/or your Dependent(s) become entitled to Medicare; or

The date the maximum period of continuation coverage is exhausted.

### ***Special Extension For Preexisting Conditions***

If you or your Dependent(s) become covered under another group plan and you or one of your dependents has a health problem which is excluded from or limited as to coverage under the new plan, you will be allowed to continue your COBRA continuation coverage under this Plan until the earlier of the date on which you become covered under the new plan for that health problem or until you have continued COBRA coverage for 18 months (the maximum COBRA period), whichever is applicable.

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

The Family and Medical Leave Act of 1993 (FMLA) creates a Federal right for you to take up to 12 weeks (during any 12-month period) of unpaid leave for:

Your serious illness;

Birth, adoption or placement of a child for adoption or foster care; or

The care of a seriously ill spouse, parent or child.

If you are eligible, you will be given 40 hours of contribution credit for each qualifying week you are absent from employment, up to the 12-week maximum.

## ***Eligibility***

You are eligible for FMLA benefits if you:

Work for the same Employer for at least 12 months;

Have worked at least 1,250 hours during the previous 12 months; and

Work at a location where at least 50 employees are employed by the Employer within 75 miles.

When taking an FMLA leave, you and your employer need to inform the Fund Office in writing so that your rights to medical coverage are protected during the leave.

If you and your Employer disagree over your eligibility or coverage under FMLA, your benefits will be suspended until the disagreement is resolved. Such disputes are between you and your Employer. The Fund Office will not become involved in resolving this type of dispute.

## ***Maintenance Of Health Benefits***

If you return to work within 12 weeks, you will not lose your medical coverage. If you do not return to work within 12 weeks, you will then qualify to continue your coverage under COBRA Continuation Coverage described on page 53. You may self-pay for COBRA for up to 18 additional months. Contact the Fund Office for more information about FMLA or continuing your coverage under COBRA.

## ***Service In The Uniformed Services***

If you serve in active service for up to 31 days, your health care coverage during that leave period will be continued at no cost to you. If you serve in active service for more than 31 days, you may continue your coverage for up to 18 months under the Uniformed Services and Reemployment Rights Act of 1994 (USERRA).

If your eligibility for benefits ends because you enter the military service or other service as described under USERRA for a period of one or more years, the hours in your accumulated hours account will be reinstated on the date of your discharge, if you:

Notify the Fund Office, in writing, of the date you will enter military service;

Provide a copy of your discharge papers to the Fund Office; and

Are employed by an employer in the jurisdiction of the Fund (or you make yourself available for employment), within the time described by federal law after discharge or release from active military service or other service described in USERRA and meet other requirements stated in USERRA.

Contact the Fund Office for information.

## ***Self-Pay For Schedule Of Benefits I And II***

If your eligibility terminates because you were involuntarily unemployed and the Fund had not received the required contributions outlined in “Continued Eligibility,” on page 24 you may make self-payments to maintain your eligibility for Schedule of Benefits I or Schedule of Benefits II. Schedule of Benefits I provides higher benefit coverage than Schedule of Benefits II, but the cost is higher. Schedule of Benefits II provides lower benefit coverage than Schedule of Benefits I, but the cost is more affordable. **However,**

**once you self-pay for Schedule of Benefits II, you may not switch to Schedule of Benefits I unless you return to employment and reinstate your eligibility for two consecutive Benefit Quarters.**

### ***Eligibility***

To be eligible to make self-payments, you must be available for employment covered under a Collective Bargaining Agreement with a Local Union for which the Employer is required to make contributions to the Central Illinois Carpenters Health and Welfare Trust Fund. You are not considered available for employment if you work for an employer that does not have a Collective Bargaining Agreement requiring contributions to the Fund. If you are not available for employment, you will **not** be eligible to make self-payments and your eligibility will terminate as of the last day of the Benefit Quarter.

Before the beginning of a Benefit Quarter, you will receive a status report indicating your eligibility. If you fail to receive your status report, it is your responsibility to contact the Fund Office prior to such Benefit Quarter.

### ***Amount***

**For Schedule of Benefits I**, the amount you must self-pay is equal to 400 hours times the hourly contribution rate. The 400 will be reduced by the hours of Employer Contribution, shown on your status report, that were credited on your behalf for that Calendar Quarter. The hourly contribution rate is determined by the Union's Collective Bargaining Agreement.

**For Schedule of Benefits II**, the self-payment amount is determined by the Board of Trustees.

**Your self-payment is due by the Fund Office prior to the first day of the Benefit Quarter. However, such payment will be considered timely if received by the Fund Office within 30 days of the due date.** If your self-payment is received after the deadline, it will not be accepted and your eligibility will terminate.

Your self-payment will extend your eligibility for the period of self-payment only. **No hours will be credited on your behalf for the self-payment.**

Self-payments must be made for consecutive Benefit Quarters so that there is no break in eligibility and coverage remains continuous. **Once a Benefit Quarter begins, no refunds will be made, even if you become covered under another medical plan.**

### ***Loss Of Eligibility***

If your eligibility ends because you did not make the self-payment on time, you must return to work and be eligible by Employer Contributions for two consecutive Benefit Quarters before being allowed to make future self-payments.

If you become covered for medical benefits through another group health plan as a result of your employment, your coverage under this Plan will end at the end of the Benefit Quarter. You will **not** be permitted to self-pay under this Plan after you become covered under another Plan.

## **Self-Pay Continuation For An Eligible Dependent**

If you should die while eligible by making self payments under the Plan, your surviving Eligible Dependent may continue to make self-payments to maintain eligibility under either Schedule of Benefits I or Schedule of Benefits II provided that timely notice is given to the Fund office. The coverage will terminate for each Dependent when the first of the following events occurs:

The failure to make self-payments when due;

The last day of the Benefit Quarter on which your Eligible Dependent first becomes an Eligible Participant under any other group health plan;

The last day of the Benefit Quarter on which your surviving spouse remarries;

The last day of the Benefit Quarter in which your Eligible Dependent becomes eligible for Medicare; or

The date your Eligible Dependent no longer meets the definition of an "Eligible Dependent" under the Plan.

Information regarding the notice requirements for self-pay continuation and the required amount of the self-payment, should be obtained from the Fund Office.

## **When You Retire**

If you retire and are under age 65, you may apply to make self-payments to continue coverage under the Plan.

### ***Eligibility***

You become eligible for the Schedule of Benefits I or Schedule of Benefits II if:

You apply and qualify for an Early or Disability Retirement Benefit from the Carpenters Pension Fund of Illinois and the Cement Mason's Pension Fund. (If you are receiving a Normal Retirement Benefit from one of these pension funds, you may still be eligible if your spouse or an Eligible Dependent is under age 65); and

You were eligible for benefits from the Central Illinois Carpenters Health and Welfare Trust Fund in at least one out of the last four (4) Benefit Quarters preceding the date you retired, and had at least four (4) Benefit Quarters of prior eligibility under the plan; and

You must notify the Fund Office within 31 days of the date of your retirement.

If you do meet the above eligibility requirements and make the necessary self-payments, you will become eligible for Schedule of Benefits I or Schedule of Benefits II on the later of:

The first day of the Benefit Quarter following your retirement; or

The day your eligibility for Active Participant Benefits terminates.

The benefits under Schedule of Benefits I coverage provide more comprehensive coverage than those under Schedule of Benefits II coverage, but the cost under Schedule of Benefits II is more affordable. If you elect benefits under Schedule of Benefits I and decide to switch to Schedule of Benefits II, you may do so at the beginning of any Benefit Quarter. However, once you elect benefits under Schedule of Benefits II (either initially or after switching from Schedule of Benefits I), you will not be able to switch to Schedule of Benefits I coverage.

### ***Loss Of Eligibility***

Your eligibility for benefits of the Retired Participant Program (Schedule of Benefits I or Schedule of Benefits II) will terminate on the later of:

- The last day of the Benefit Quarter in which you attain age 65; or
- The last day of the Benefit Quarter in which your spouse attains age 65; or
- The last day of the Benefit Quarter in which your Eligible Dependent child ceases to be an Eligible Dependent.

Your self-payments for the Retired Participant Program (Schedule of Benefits I or Schedule of Benefits II) must be made for consecutive Benefit Quarters so that there is not a break in eligibility and your eligibility thus remains continuous. If your eligibility terminates because of failure to make self-payments, you will lose the right to make future self-payments.

### ***Return To Employment***

If you return to active employment after you retire, you will be eligible to make self-payments for the Retired Participant Program (Schedule of Benefits I or Schedule of Benefits II) upon your subsequent retirement if you meet the requirements outlined earlier in this section.

## **In The Event Of Your Death Or Disability**

---

Life and Accidental Death and Dismemberment (AD&D) Insurance, and Weekly Loss Of Time Benefits help provide financial protection to you and/or your family in the event you die, become terminally ill, or become injured. This section describes these benefits.

### **Life Insurance Benefit**

*For Active Participants and Eligible Retirees up to age 70 Under Schedule of Benefits I.*

The Life Insurance Benefit is payable in the event of your death from any cause at any time while you are covered by the Plan. The Life Insurance Benefit amount is listed in the Schedule of Benefits.

### **Beneficiary Designation**

Your life insurance benefit payment will be made in a lump sum to the Beneficiary you designate. You may change your Beneficiary by obtaining a new enrollment card from the Fund Office and returning it. The designation or change will take effect as of the date your written request is **received at the Fund Office**, whether or not you are living at the time of the filing.

It is important to keep updated Beneficiary information on file at the Fund Office. Be sure to notify the Fund Office if you get married or divorced.

Any amount payable to your Beneficiary(ies) will be paid as follows:

If more than one Beneficiary is designated, the designated beneficiaries will share the benefit equally;

If your designated Beneficiary predeceases you, the share your Beneficiary would have received will be payable equally to the remaining designated Beneficiary(ies) if any; and

If no designated Beneficiary survives you, or if no Beneficiary has been designated, payment will be made to:

- Your surviving spouse, or if none;
- Your surviving children in equal shares, or if none;
- Your parents in equal shares, or if none;
- Your brothers and sisters in equal shares, or if none;
- Your estate.

### ***Waiver of Premium***

If you become totally disabled while you are covered under this benefit and before you reach age 60, your Life Insurance coverage will continue as long as you remain disabled and provide proof of disability as required. Your first proof of disability should be filed with the Fund Office within three months after the disability begins. Additional proof of disability may be required at any reasonable time during the first two years of disability and once a year thereafter.

Once a claim has been approved, your life insurance will be kept in force with no further premium cost to you, for as long as you are disabled. However, if the Plan states that your life amount would stop or reduce at a certain age or time, then the same will be true under this disability clause.

Your coverage will stop under this provision if you fail to provide the proof that is requested or you if you cease to be disabled.

Totally Disabled for this provision means that you are medically unable to do the main duties of any job. You have been disabled non-stop for at least six months, or earlier if it can be presumed that you will be disabled non-stop for the rest of your life.

Application forms for the Waiver of Premium For Life Insurance are available at the Fund Office:

Central Illinois Carpenters  
Health and Welfare Trust Fund  
200 S. Madigan Dr.  
Lincoln, Illinois 62656  
Telephone: (217) 732-1919

## Accidental Death And Dismemberment Insurance Benefit

*For Active Employee Participants under Schedule of Benefits I*

The Accidental Death and Dismemberment insurance provides benefits for loss of life, limbs or sight, including losses resulting from occupational accidents which occurred while insured under this benefit. Benefits are payable only if the loss results directly from bodily injuries sustained solely through accidental means and occurs within 90 days after the date of the accident causing the loss.

The principal sum benefit amount is shown in the Schedule of Benefits. Benefits are payable for the following losses:

Type Of Loss	Benefit Amount
Life	100% of benefit
Both hands One hand and sight of one eye Both feet One foot and sight of one eye Loss of sight in both eyes One hand and one foot	100% of benefit
Loss of one hand Loss of one foot Loss of sight in one eye	50% of benefit

The loss of hands or feet must be by severance at or above the wrists or ankles and sight must be total and not recoverable. Benefits will be paid directly to you, if living, otherwise to your Beneficiary. No more than the full principal sum will be paid for all losses resulting from one accident.

### **Exclusions**

Because this is coverage for losses due to accidents, no benefits are paid on account of a loss caused or contributed to by:

Intentionally self-inflicted injury while sane;

Committing or attempting to commit a felony;

Travel in or descent from any moving aircraft aboard which:

- You are giving or receiving training;
- You have any duties; or
- You are being flown for the purpose of descent from the aircraft while it is in flight;

Bodily or mental infirmity, ptomaine, bacterial infections, disease, medical or surgical treatment not made necessary by injury covered under the Plan; or

War or any act of war, whether declared or not.

## **Weekly Loss Of Time Benefit**

### *Active Employees Only*

If you become disabled and unable to work as a result of an injury or sickness, you may be eligible for Weekly Loss of Time Benefits.

### **Eligibility**

To qualify for this benefit, you must be under the direct care of a Physician. To be considered disabled, you must be unable to engage in any gainful employment within the industry or usual occupation and are ineligible for any salary continuation from an Employer.

### **Benefits**

The benefit will be based on 40 hours per week regardless of the actual hours worked. The hourly rate will be based on the home local's wage addendum not to exceed the Journeyman's hourly rate per the home local's wage addendum. All other participants' hourly rate will be based on the job classification wage rate. The Benefit will be 35% of the wage as described above. One-fifth of the weekly benefit will be paid for each weekday of disability if the disability lasts for part of a week. The weekly benefit is payable up to a maximum of 13 weeks per calendar year. The benefit will be rounded to the nearest \$1.00.

In accordance with federal law, Social Security taxes will be withheld from your Weekly Loss of Time Benefits. If you want federal income tax withheld, please contact the Fund Office.

### **When Benefits Begin**

Benefits will begin with the first day of disability due to an injury (if treated by a Physician within 72 hours of the injury) and the eighth day of a disability due to sickness.

Two or more periods of disability due to the same cause will be considered one period of disability unless they are separated by a return to active employment for two (2) consecutive weeks.

### **Exclusions**

No weekly benefit will be payable if you are:

Receiving a concurrent benefit due to an injury or sickness from any other source; or

Not under the direct care of a Physician.

# Administrative Information

---

## Coordination Of Benefits

The purpose of the Plan is to help you meet the cost of needed medical care or treatment. It is not intended that anyone receive benefits greater than actual expenses incurred. Benefits payable by this Plan and any "other plan" will be coordinated so that the total benefits allowed will not exceed 100% of allowable expenses. In no event will payment under this Plan exceed the amount that would have been allowed if no other plan were involved. All benefits except Life Insurance, Accidental Death and Dismemberment Insurance and the Weekly Loss of Time Benefits are subject to this provision.

The term "other plan" means any plan providing benefits or services for dental, vision, prescription drug or medical care for which benefits or services are provided by:

Group blanket or franchise insurance coverage;

Group Blue Cross or Group Blue Shield coverage and other prepayment coverage;

Any coverage under labor-management trustee plans, union welfare plan, employer organization plans, employee benefits organization plans or any other arrangement of benefits for individuals or a group;

Any coverage under governmental programs and any coverage required or provided by any statute;

Any automobile or homeowners insurance providing medical coverage;  
and

This Plan in the event a husband and wife are both Eligible Employees under the Plan.

"Allowable expenses" means any usual, customary and reasonable item of expense for medical care and services, at least a portion of which is covered under this Plan or any plan covering the Person for whom claim is made. Items not covered by any of the plans covering the Person for whom claim is made are not considered allowable expenses. For example, Personal comfort items (such as television) or PPO Discounts from primary carrier, would generally not be covered under any plan and, therefore, are not considered to be allowable expenses.

## Who Pays First

If you or your Dependent is covered by another plan or plans, the benefits under this Plan and the other plan(s) will be coordinated. This means one plan pays its full benefits first, then the other plan(s) pay(s).

1. The primary plan (which is the plan that pays benefits first) pays the benefits that would be payable under its terms in the absence of this provision.
2. The secondary plan (which is the plan that pays benefits after the primary plan) will limit the benefits it pays so that the sum of its benefit and all other benefits paid by the primary plan will not exceed the greater of:
  - a) 100% of total allowable expense; or
  - b) The amount of benefits it would have paid had it been the primary plan.

The term "plan" means any program, other than individual insurance except in the case of Dependents of divorced parents, providing benefits or services for medical care or treatment through group insurance coverage or any other pre-payment or service type plans.

If you or your Dependents are eligible under another plan, there are rules that determine the order in which benefits are paid.

1. When another plan **does not** have a Coordination of Benefits provision, that plan must determine benefits first.
2. When another plan **does** have a COB provision, the first of the following rules applies:
  - a) If a plan covers a Person as an employee, then that plan will pay its benefits first.
  - b) A group health plan other than this Plan is primary in the event an Eligible Employee or Dependent is covered under another group health plan and elects continuation coverage under this Plan.
  - c) For an Eligible Dependent child whose parents **are not** divorced or separated, the plan of the parent whose birthday, excluding year of birth, is earlier in the calendar year will pay first; except if both parents' birthdays are on the same day, rule (e) will apply.
  - d) If an Eligible Dependent child whose parents **are** divorced or separated, then the following rules apply:
    - i) A plan that covers a child as a Dependent of a parent who by court decree has financial responsibility for medical expenses will pay first regardless of whether or not a plan of benefits (insured or self-insured) exists. If a child's medical expenses are to be paid by the responsible parent as set forth in a court decree but the responsible parent does not provide the court-ordered medical expense coverage, the non-responsible parent must seek court enforcement of the court decree so that the responsible parent pays for the medical expenses. In the event the medical expenses remain unpaid by the responsible parent after enforcement of the court decree is unsuccessful, the Fund will consider the medical expenses as covered medical expenses under the Plan. If no action is taken by the non-responsible parent to enforce the court decree, the Fund will presume that coverage by the responsible parent was on an 80%/20% basis and coordinate accordingly.
    - ii) When there is no court decree which requires a parent to provide health coverage to a Dependent child, the following rules will apply:
      - (1) When the parent who has custody of the child has not remarried, that parent's plan will pay first.
      - (2) When the parent who has custody of the child has remarried, then benefits will be determined by that parent's plan first, by the step-parent's plan second and by the plan of the parent **without** custody third.
    - iii) When the court decree requires the parents to share equal responsibility for medical expenses, the Fund will coordinate 50%/50%.
  - e) If none of the above rules apply, the plan which has covered the claimant for the longer period of time will pay its benefits first; except when:
    - i) One plan covers the claimant as a laid-off or Retired Employee (or a Dependent of an employee); and

- ii) The other plan includes this COB rule for laid-off or Retired Employees (or is issued in a state which requires this COB rule by law);

Then the plan which covers the claimant as other than a laid-off or Retired Employee (or a Dependent of an employee) will pay first.

Where part of the plan coordinates benefits and a part does not, each part will be treated like a separate plan.

### ***Coordination Of Benefits For Dependents With HMO Coverage***

If your Dependent for whom the Fund is not primary is eligible for medical care treatment provided by a Health Maintenance Organization (HMO) and does not use the facilities or providers of the HMO, the Dependent will not be eligible for benefits from this Plan.

### **Coordination Of Benefits With Medicare**

Medicare is a two-part program. The first part is officially called “Hospital Insurance Benefits for the Aged and Disabled” and this part is commonly referred to as Part A of Medicare. The second part is officially called “Supplementary Medical Insurance Benefits for the Aged and Disabled” and this part is commonly referred to as Part B of Medicare. Part A of Medicare primarily covers Hospital benefits, although other benefits are also provided. Part B of Medicare primarily covers Physician’s services, although it, too, covers a number of other items and services.

Typically a Person becomes eligible for Medicare upon reaching age 65. Under certain circumstances a Person may become eligible for Medicare before age 65 if the Person is a disabled worker, disabled widow or Dependent widower or has chronic renal disease.

You should be aware that even if you do not choose to retire and do not begin receiving Social Security monthly payments at age 65, you are eligible to apply for both Parts A and B of Medicare anyway. Since Part A of Medicare is ordinarily free, you should apply for it as soon as you are eligible. You are required to pay a monthly premium for Part B of Medicare. If you are not yet receiving Social Security benefits, you must pay this premium to the Social Security Administration. If you are receiving Social Security Benefits, the premium will be deducted from your monthly check.

### ***When Medicare Is Primary***

Coordination of your benefits under the Welfare Fund and under Medicare is different, depending on whether you are an active or a Retired Employee eligible for Medicare.

This Welfare Plan is the primary plan responsible for payment of your benefits and your Dependents’ benefits if you are an eligible active participant. This means that if you are an active participant and you are also covered by Medicare, when you or your Dependents incur covered medical expenses, the Plan will pay benefits first and then Medicare may (but probably will not) pay some of the remaining expense not covered by the Plan.

However, when you are eligible for Medicare and you retire, Medicare is primary. This means that the medical expenses covered under this Plan will be reduced by the benefits Medicare pays or would have paid if you had applied for Medicare when eligible and paid the premium. Therefore, it is essential when you retire that you enroll in Medicare Parts A and B coverage within seven months of the first day of the first month in which you leave covered employment. If you do not enroll for Part B coverage

within this seven-month period, you may enroll during the “general enrollment period.” This “general enrollment period” occurs between January 1 and March 31 of each year and coverage begins July 1 thereafter.

### **Offset**

If payment is made by this Plan to you and you are not entitled to payment, the Plan has the right to reduce future payments due you by the amount of the erroneous payment. This right does not limit the rights of the Plan to recover overpayments in any other manner.

# How To File Claims And Appeals

---

## Life And Accidental Death And Dismemberment Insurance

To file a Life or Accidental Death and Dismemberment Insurance claim, contact the Fund Office. The Fund Office will send the necessary forms to you or your Beneficiary. The Fund Office will provide instructions on how to file the claim and any necessary documentation (for example, a death certificate).

If you have been denied benefits, you are entitled to a full and fair review of your claim under the following appeal procedure:

1. Upon denial of your claim for benefits, you will be furnished with a written statement of the specific reason or reasons for denial including reference to the specific Plan provisions on which the denial is based, a description of any additional material or information necessary for you to establish your right to benefits and an explanation of why such material or information is necessary. This written notice will also contain an explanation of the appeal procedure that you can follow to have your claim for benefits reviewed.
2. If you have been denied benefits, you or your duly authorized representative, have the following rights in appealing this initial decision:
  - (a) The right to submit additional proof of entitlement to benefits.
  - (b) The right to examine any document in possession of the Plan related to the application.
  - (c) The right within 60 days of receipt of the notice of the denial of benefits to appeal the decision to the Board of Trustees by submitting a written statement setting forth which of the reasons for denial of the application you disagree with along with any supporting documents or additional comments related to your appeal. You must submit your written statement to the Board of Trustees at the Fund Office address.
  - (d) The right upon appeal to the Board of Trustees to request in your appeal petition to appear before the Board for an oral presentation on the merits of your appeal petition. If that such a request, the hearing will be held at the next regular meeting of the Trustees or at such other time as may be agreed upon by you and the Board of Trustees with reasonable notice to you of the date and place of the hearing.
3. The Board of Trustees will make a full and complete review of each appeal and issue its decision in writing within 60 days after receipt of the written request for an appeal unless such circumstances require an extension of time for processing, in which case the decision will be rendered as soon as possible, but not later than 120 days after receipt of a request for review.

## Weekly Loss Of Time Benefit

To file a Weekly Loss of Time Benefit claim, follow these steps.

**Step 1:** Obtain a claim form from the Fund Office within 90 days of the illness or injury. Claims must be filed within 90 days after the occurrence for which claim is being made. If it is not reasonably possible to file a claim within the 90-day period, the claim may be accepted by the Fund Office. However, claims may not be eligible for payment 12 months after the claim was incurred.

**Step 2:** Complete the necessary portions of the form by filling in all requested information and signing on the line specified.

Filling out claim forms completely and submitting them promptly will help speed up the payment process.
---

**Step 3:** Obtain from your medical care provider a Physician's statement.

**Important:** When your Physician completes the Attending Physician's Statement for a Weekly Loss of Time Benefit claim, make sure the dates of disability are certified on the statement. This line says "The patient was continuously disabled (unable to work) from \_\_\_\_ through \_\_\_\_\_."

**Step 4:** Forward the completed form to:

Central Illinois Carpenters  
Health and Welfare Trust Fund  
200 S. Madigan Dr.  
Lincoln, Illinois 62656  
Telephone: (217) 732-1919

### **Weekly Loss Of Time Benefit Claim Decisions**

Generally, you will receive written notice of a decision on your initial claim within 45 days of receipt of your claim. The Plan must make a decision on your claim for Weekly Loss of Time benefits at the end of the time period you are given to provide the additional information or when it receives the additional information. The original 45-day period for the Plan to make its decision is suspended during the time you are obtaining the additional information.

The Plan Administrator may determine that an extension of time is necessary to make a decision on your claim because of matters beyond the control of the Plan. The Plan is allowed two extensions of time for 30 additional calendar days each in such cases. In some instances the Plan may require additional information to process and make a determination on your claim. If such information is required, the Plan will notify you within 45-days of receiving your request. You then have up to 45 days in which to submit the additional information. If you do not provide the information within this time, then your claim may be denied.

### ***Denial Of Weekly Loss Of Time Benefit Claims***

If for any reason your claim is denied, in whole or in part, the Fund Office will send you a written notice. The notice will include:

- The specific reason or reasons your claim was denied;
- A reference to the specific Plan provisions on which the denial was based;
- A description of any additional information you need to submit in support of your claim;
- An explanation of why the additional information is needed;
- An explanation of the Plan's claim review procedures and applicable time limits;
- A statement that you may request a review of the claim, review pertinent documents and submit issues and comments in writing; and
- A statement of your rights, under Employee Retirement Income Security Act of 1974 (ERISA), to bring a civil action.

### ***Your Appeal Deadline For Weekly Loss Of Time Benefit Claims***

In general, you should appeal any claim as soon as possible. If your claim is denied or if you are otherwise dissatisfied with a determination under the Plan, you have up to 180 days from the date of the decision to file a written appeal.

When appealing a claim, you may authorize a representative to act on your behalf. However, you must provide notification to the Fund Office authorizing this representative.

In addition, when filing an appeal, you have the right to be advised of the identity of any medical experts and you may:

Submit additional materials, including comments, statements or documents; and

Request to review all relevant information (free of charge). A document, record or other information is considered relevant if it:

- Was relied upon by the Plan in making the decision;
- Was submitted, considered or generated in the course of making the benefit determination (regardless of whether it was relied upon); or
- Demonstrates compliance with the claims processing requirements.

If your claim is denied based on an internal rule, guideline, protocol or other similar criteria, you have the right to request a free copy of such information. In addition, if your claim is denied based on a medical necessity, Experimental treatment or similar exclusion or limit, you have the right to request a free copy of an explanation of the scientific or clinical judgment for the determination.

### ***Plan's Deadline For Weekly Loss Of Time Benefit Appeal Decisions***

If you file your appeal on time and follow any applicable required procedures, the Trustees will review your claim appeal and advise you of their decision. The Trustees will issue a written decision

reaffirming, modifying or setting aside the action you are appealing. The Trustees' decision will be based on all information used in the initial determination as well as any additional information submitted and will not merely defer to the initial decision.

Generally, a decision will be made within 45 days of submission of your written appeal. If special circumstances require an extension of time, a decision will be made within 90 days after the date the Plan receives your request for review. However, the Plan may:

Make its decision at the next quarterly meeting of the Board of Trustees; or

If your appeal is received within 30 days of the closest meeting, make the decision at the following quarterly meeting.

The Plan will provide you with their written decision within five days after the decision is made. The written decision will include:

Specific reasons for the decision,

References to the Plan provisions on which the decision is based,

A statement notifying you:

- That you have the right to request a free copy of all documents, records and relevant information;
- That you may bring a civil action suit under Employee Retirement Income Security Act of 1974 (ERISA); and
- Of any additional voluntary appeal procedures offered by the Plan.

You must follow the Plan's claims and appeals procedures completely before you bring an action in court under the Employee Retirement Income Security Act of 1974 (ERISA) to obtain your benefits.

## **Medical, Dental And Prescription Drug**

Some health care providers will file claims for you. If your health care provider's office does not submit claims, follow the steps below.

**Step 1:** Obtain from your medical care provider an itemized bill showing the diagnosis, the services and supplies provided, the charge for each item, and the date of each charge. If additional information is necessary, the Fund Office will notify you.

Claims for medical, dental and prescription drug benefits must be filed within 90 days after the occurrence for which claims is being made. If it is not reasonably possible to file a claim within the 90-day period, the claim may be accepted by the Fund Office. However, claims will not be eligible for payment 12 months after the claim was incurred.

**Step 2:** Forward the itemized bills to:

Central Illinois Carpenters  
Health and Welfare Trust Fund  
200 S. Madigan Dr.  
Lincoln, Illinois 62656

## **Facility Of Payment**

If the Plan Administrator or its designee determines that you cannot submit a claim or prove that you or your covered Dependent paid any or all of the charges for health care services that are covered by the Plan because you are incompetent, incapacitated or in a coma, the Plan may, at its discretion, pay Plan benefits directly to the Health Care Provider(s) who provided the health care services or supplies, or to any other individual who is providing for your care and support. Any such payment of Plan benefits will completely discharge the Plan's obligations to the extent of that payment. Neither the Plan, Plan Administrator, claim administrator nor any other designee of the Plan Administrator will be required to see to the application of the money so paid.

## **Types Of Claims**

There are four basic types of health care claims:

Urgent care;

Pre-service;

Post-service; or

Concurrent care.

**Urgent Care Claims.** An urgent claim is a claim for medical care or treatment that:

Would seriously jeopardize your life, health or ability to regain maximum function if normal pre-service standards were applied; or

Would subject you to severe pain that cannot be adequately managed without the care or treatment for which approval is sought, in the opinion of a Physician with knowledge of your condition.

A healthcare professional that has knowledge of your medical condition may act as your authorized representative for urgent care claims.

**Pre-Service Claims.** Pre-service claims are claims for Hospital admissions or stays where the Plan requires that you obtain certification. The Plan will not deny benefits for these procedures or services if:

It is not possible for you to obtain certification; or

The certification process would jeopardize your life or health.

**Post-Service Claims.** Post-service claims are any claims for Plan benefits that are not pre-service claims. When you file a post-service claim, you have already received the services in your claim.

**Concurrent Care Claims.** A concurrent claim is a claim that is reconsidered after it is initially approved and the reconsideration results in:

Reduced benefits; or

A termination of benefits.

While other claims have certain deadlines throughout the claim and appeal process, there is no formal deadline to notify you of the reconsideration of a concurrent claim. However, the Plan Administrator must notify you:

As soon as possible; and

In time to allow you to have an appeal decided before the benefit is reduced or terminated.

If you request an extension of approved urgent care treatment, the Plan Administrator must act on your request within 24 hours after receiving it, as long as your claim is received at least 24 hours before the expiration of the approved treatment.

### ***When Benefits Are Paid***

When you submit a claim for benefits, the Fund will determine if you are eligible for benefits and calculate the amount of the benefit payable, if any.

Generally, all health care benefits will be paid within 15 days after acceptable proof is received.

Reimbursement for covered charges will be made to the provider of service unless the bill is clearly marked "Paid-in-Full" by the provider. PPO providers handle all the paperwork for you. The provider will be paid directly and you will be billed the copayment and deductible if applicable.

If benefits are not paid directly to the provider of service, unpaid benefits for outstanding Hospital, nursing, medical or surgical claims are payable to you, if living. Otherwise, any outstanding claims will be payable to your estate.

### ***Your Claim Decision Notice***

If a claim for post-service or concurrent care is approved, payment will be made and the payment will be considered notice that the claim was approved. However, for urgent care and pre-service claims, the Plan must give you written notice of its decision about your claim. Notice of a decision on your urgent care claims may be provided to you orally within 72 hours and then confirmed in writing up to three days after the oral notice.

### ***Denial Of Claims***

If your claim is denied (in whole or in part), the Plan must:

Provide you with certain information about your claim; and

Notify you of its denial of your claim within certain timeframes.

### ***Information Requirements***

When the Plan notifies you of its initial denial on your claim, it must provide:

The specific reason or reasons for the decision;

Reference to the Plan provisions on which the decision was based;

A description of any additional information or material needed to properly process your claim and an explanation of the reason it is needed;

A copy of the Plan's review procedures and time periods to appeal your claim, plus a statement that you may bring a lawsuit under Employee Retirement Income Security Act of 1974 (ERISA) following the review of your claim;

A copy of any internal rule, guideline, protocol or similar criteria that was relied on or a statement that a copy is available to you at no cost upon request;

A copy of the scientific or clinical judgment, or statement that is available to you at no cost upon request if your claim is denied due to medical necessity, experimental treatment or similar exclusion or limit; and

A description of the expedited review process if your urgent care claim is denied.

### **Notice Timeframes**

The Plan must notify you of its initial decision within certain timeframes. The deadlines differ for the different types of claims as shown in the following information:

***Urgent Care Claims.*** An initial determination will be made within 72 hours from receipt of your claim. If additional information is needed to process your claim, you will be notified within 24 hours of receipt of your claim. You will then have up to 48 hours to respond. The initial 72-hour deadline is suspended for up to 48 hours or until the information is received, if sooner.

***Pre-Service and Post-Service Claims.*** An initial determination will be made within 15 calendar days from receipt of your claim. If additional time is necessary, the determination period may be extended up to 15 additional calendar days, if the delay is due to matters beyond the control of the Plan. You will be informed of the extension within this 15-day deadline. In addition, if additional information is needed to process your claim, you will be notified within 15 days of receipt of your claim and you then have up to 45 days to provide the requested information. After 45 days or, if sooner, after the information is received, the Plan will make a determination within 15 days.

### **Claims Appeal**

You have the right to a full and fair review if your claim for benefits is denied, in whole or in part. While in general you should appeal any claim as soon as possible, if your claim is denied or if you are otherwise dissatisfied with a determination under the Plan, you have up to 180 days following the receipt of the decision to file a written appeal. For urgent care claims, your appeal may be made orally. You must follow the appeals procedure before you file a lawsuit under ERISA, the federal law governing employee benefits.

When appealing a claim, you may authorize a representative to act on your behalf. However, you must provide notification to the Fund Office authorizing this representative.

When your claim is reviewed, a new, full and independent review of your claim will be made and the decision-maker will not defer to the initial benefit denial. An appropriate fiduciary of the Plan will conduct the review.

### **Medical Judgments In Appeals**

If your claim is denied on the basis of a medical judgment, the Plan will consult with a health care professional who:

Has appropriate training and experience in the field of medicine involved in the medical judgment;  
and  
Was not consulted (or is not subordinate to the Person who was consulted) in connection with the denial of your claim.

In addition, you have the right to be advised of the identity of any medical experts and you may:

Submit additional materials, including comments, statements or documents; and  
Request to review all relevant information (free of charge). A document, record or other information is considered relevant if it:

- Was relied upon by the Plan in making the decision;
- Was submitted, considered or generated in the course of making the benefit determination (regardless of whether it was relied upon); or
- Demonstrates compliance with the claims processing requirements.

### ***Appeal Timeframes***

The Plan must notify you, in writing, of the decision on appeal within five calendar days. However, notice of a determination on urgent care claims may be provided to you sooner, orally. The Plan's determination of its decision must be made within certain timeframes. The deadlines differ for the different types of claims as shown in the following information:

***Urgent Care Claims.*** A determination will be made within 72 hours from receipt of your appeal.

***Pre-Service.*** A determination will be made within 30 calendar days from receipt of your appeal. If the appeal process has two levels, the determination will be made within 15 calendar days from receipt of your appeal for each level.

***Post-Service Claims.*** A determination will be made within 60 calendar days from receipt of your appeal. If the appeal process has two levels, the determination will be made within 30 calendar days from receipt of your appeal for each level. However, the determination may be made at the Fund's next quarterly meeting if the appeal is received within 30 days of that meeting.

***Concurrent Care Claims.*** A determination will be made before termination of your benefit.

# Privacy Notice

---

The information listed below is to advise you of the privacy policy of the Central Illinois Carpenters Health and Welfare Trust Fund, and to help you understand the types of non-public personal information that it collects about you, how that information is collected, and to whom that information is or may be disclosed.

## ***Non-Public Personal Information***

Non-public personal information is information that identifies an individual or could be used to identify an individual and includes both personal financial information, such as payment history, policy number and social security number; and personal health information, such as medical history, medical records, and claims.

## ***Source of Information***

It is necessary for the Central Illinois Carpenters Health and Welfare Trust Fund and its Administrator to collect personal information in order to accurately identify you, service your account, and administer its normal business operations. Some of the sources from which information is gathered are you, your application, transactions that you conduct with us or our administrator and health care providers.

## ***Disclosure of Information***

The Central Illinois Carpenters Health and Welfare Trust Fund or its Administrator may disclose this information to non-affiliated third parties, as permitted by law, in order to administer its business functions. Some examples of these functions are claims administration, underwriting, reinsurance, rate development and utilization management. The types of non-affiliated third parties to which the Plan or its Administrator may disclose information may include, but are not limited to, the Central Illinois Carpenters Health and Welfare Trust Fund program's pharmacy benefit manager, utilization manager, preferred provider organizations, persons that provide actuarial services, a government agency or other organization pursuant to an audit of the records, claims investigators and medical consultants.

There will be no disclosure of your personal financial information to non-affiliated third parties (except as permitted by law), unless you first are offered an opportunity to "opt-out" of such disclosure, or unless you provide a written authorization, as may be required by applicable state law.

There will be no disclosure of your personal health information to non-affiliated third parties (except as permitted by law), unless you first provide a written authorization.

Non-public personal information regarding a spouse or dependent children will be disclosed to the covered employee (or the covered former employee) in the form of an explanation of benefits when a claim is processed.

## ***Security***

The Central Illinois Carpenters Health and Welfare Trust Fund and its administrator maintain procedural and electronic safeguards to protect the confidentiality of the non-public personal information that it obtains. Access to personal information is restricted to only those employees and service providers who need this information to provide products and service to you. The Central Illinois Carpenters Health and Welfare Trust Fund program and its Administrator will continue to abide by this policy even when a customer relationship no longer exists.

## ***Revision of the Privacy Notice***

The Trustees of the Central Illinois Carpenters Health and Welfare Trust Fund reserve the right to revise the privacy procedures at any time. If a change is made, you will be provided with a revised Privacy Notice within 60 days of the effective date of the change.

## **Self-Audit Program**

---

The self-audit program is designed to provide you with a cash incentive if you discover and arrange for recovery of an overcharge on your Hospital bills, which also saves money for the Fund. Here's how the program works:

- 1) The cash incentive paid to you for recovering an amount that was initially overcharged on a Hospital bill for you or your Dependent will be 25% of the actual amount of the overcharge that the Hospital agrees is invalid as a result of direct negotiations between you and the Hospital.
- 2) The maximum paid by the Fund in any calendar year under this program is \$500. Hospital overcharges totaling less than \$25 are not eligible for the recovery incentive.
- 3) For purposes of the cash incentive, only Hospital expenses that the Plan covers, not telephone bills, television rental, newspaper, etc. will be considered in determining the amount payable to you under this program. Claims involving coordination of benefits will be eligible only if this Plan is primary.
- 4) To be eligible for a cash incentive you must submit proof to the Health and Welfare Trust Fund in the form of a copy of the initial itemized Hospital bill with the overcharges circled and a copy of the adjusted bill showing that the Hospital dropped the discrepancy. Such proof must be submitted to the Health and Welfare Trust Fund within 45 days following the date of discharge from the Hospital. Within 30 days after receipt of proof and verification that the overcharge has been recovered, the Health and Welfare Trust Fund will disburse a check in the amount of the cash incentive to you. It should be noted that such reimbursements are considered income and should be reported to the Internal Revenue Service.
- 5) The Trustees and administrative staff of the Health and Welfare Trust Fund will not get involved in resolving any differences between you and the Hospital with respect to disputed charges. You are solely responsible for handling such disputes.
- 6) The Trustees have the sole right at any time to amend or modify these rules or terminate the Participant self-audit plan entirely.
- 7) Here are some suggestions for a careful and complete review of a Hospital bill:
  - a) Before leaving the Hospital, make sure the Hospital either provides or arranges to send an itemized bill.
  - b) List everything that happens while in the Hospital by reconstructing events, daily or immediately upon discharge.
  - c) Match this list against bills to detect any discrepancies.
  - d) Check bills carefully for charges that represent any treatments, services or supplies that were not received. Go through the following or similar check list:
    - i) Were you billed for the correct number of days you occupied the room?

- ii) If intensive care was required, were you billed for the correct number of days you were confined to an intensive care unit?
  - iii) Were you charged for the day you were discharged even though you left before the day's charges began?
  - iv) Were you charged for the correct type of room you occupied (private, semi-private, ward, etc.)?
  - v) Were you billed only for tests or x-rays that you actually received?
  - vi) Were you billed for medications, injections, dressings, supplies, etc. that you did not receive? For quantities in excess of what you remember?
  - vii) Do you recognize medications, injections, dressings, supplies, etc. that you did not receive as belonging to a roommate or some Hospital neighbor?
  - viii) Were medications that your Physician ordered billed throughout your entire stay even though you took them only a limited period of time?
  - ix) Were you billed for the purchase of humidifiers, bedpans, admission kits, etc. that you never received or that you were not allowed to take with you?
  - x) If you received physical, radiation, inhalation and/or occupational therapy, were you charged for the correct type of treatment? The correct number of hours of treatment?
  - xi) If you received a blood transfusion, were you charged for blood that a donor, blood bank or a Red Cross family or community assurance program replaced?
  - xii) If admitted to the maternity wing, were you billed for a labor room that may not have been used because of a swift delivery?
  - xiii) If permitted to retain your newborn in your room, did you incur improper nursery charges?
  - xiv) Were you billed for miscellaneous charges? Did you ask the Hospital to explain them in specific terms?
- e) Circle any overcharges. Report the overcharges to the Hospital billing department and request a corrected bill. If the patient properly identifies the specific discrepancies in the Hospital bill, Hospitals must drop unsubstantiated charges unless there is evidence in the medical file to the contrary. A copy of the adjusted bill will be used as proof that the Hospital dropped the discrepancies.
- f) Earn a recovery reward by sending the Health and Welfare Trust Fund a copy of the initial bill with the overcharges circled and a copy of the corrected bill.

# Important Information About The Health And Welfare Plan

---

The following information is provided to help you identify this Health and Welfare Plan and the people who are involved in its operation as required under the Employee Retirement Income Security Act (ERISA).

## **Plan Name**

This Plan is known as the Central Illinois Carpenters Health and Welfare Trust Fund.

## **Board Of Trustees**

A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of an equal number of Employer and Union representatives selected by the employers and the unions that have entered into Collective Bargaining Agreements which relate to this Health and Welfare Fund. If you wish to contact the Board of Trustees, you may use the address and phone number below:

Board of Trustees  
 Central Illinois Carpenters  
 Health and Welfare Trust Fund  
 200 S. Madigan Dr.  
 Lincoln, Illinois 62656  
 Telephone: (217) 732-1919

The Board of Trustees is both the Plan Sponsor and the Plan Administrator. The Trustees of this Health and Welfare Fund as of July 1, 2004 are:

<b>Union Trustees</b>	<b>Employer Trustees</b>
James Dalluge, Chairman Mid-Central Illinois Regional Council of Carpenters #1 Kalmia Way Springfield, IL 62702	James Hein, Secretary Hein Construction Company, Inc. 9130 N. Industrial Road Peoria, IL 61615
Daniel Smallwood Business Representative Carpenters Local No 742 1661 South Taylorville Road Decatur, IL 62521	David Steffen Felmley-Dickerson Company P.O. Box 1550 Bloomington, IL 61702
Donald Alsman Business Representative Carpenters Local Union No. 63 2002 Fox Creek Road Bloomington, IL 61701	Scott M. Larkin Central Illinois Builders of AGC P.O. Box 2266 Springfield, IL 62705
Darrell Moody Business Representative Carpenters Local Union No 183 2412 North Main Street East Peoria, IL 61611	Michael Fehr P.J. Hoerr, Inc. P.O. Box 333 Peoria, IL 61614

Union Trustees	Employer Trustees
Roger West Business Representative Carpenters Local Union No 904 1225 Tendick Street Jacksonville, IL 62650	Ken Aupperle Builders Association of Tazewell County 182 E. Washington Street Morton, IL 61550

***Plan Number***

The number assigned to this Fund by the Board of Trustees pursuant to instructions of the Internal Revenue Service is 501. The number assigned to the Board of Trustees by the Internal Revenue Service is 37-1117215.

***Agent For The Service Of Legal Process***

Mr. James Dalluge is the Fund's agent for the service of legal process. Accordingly, if legal disputes involving the Fund arise, any legal documents should be served upon Mr. Dalluge or upon any individual Trustee at the address of the Health and Welfare Trust Fund Office shown on the inside front booklet cover

***Source Of Contributions***

All contributions to the Fund are made by employers in accordance with their Collective Bargaining Agreements with the Mid-Central Illinois Regional Council of Carpenters and other participating local unions. The Fund Office will provide you upon written request, information as to whether a particular employer is contributing to this Fund on behalf of participants working under the Collective Bargaining Agreements.

The Collective Bargaining Agreements require contributions to the Fund at the fixed rates per hour worked.

The Fund also provides under certain circumstances for a participant whose eligibility is about to terminate to continue coverage by making self-payments directly to the Fund.

***Type Of Plan***

The Fund is maintained for the purpose of providing death, loss of time, medical, dental, prescription drug and vision benefits for eligible participants and their dependents in accordance with the Schedule of Benefits and eligibility rules described in this booklet.

***Funding Of Benefits***

All benefits are provided on a self-funded basis directly from the Fund's assets with reinsurance as approved by the Board of Trustees.

***Trust Fund***

All assets are held in trust by the Board of Trustees for the purpose of paying benefits to Eligible Employees and their dependents and defraying reasonable administrative expenses.

***Plan Year***

The Fund's Plan Year for the purpose of maintaining records and filing various governmental reports is the twelve-month period beginning May 1 and ending April 30.

***Amendment Or Termination Of The Plan***

While the Trustees fully intend to continue the Plan, they reserve the right to alter or, if necessary, discontinue the Plan. The provisions of the Plan may be amended from time to time by a majority vote of the Trustees. Amendments may include increases, modifications, reductions or the elimination, in whole or in part, of certain benefits.

The Plan may be terminated under circumstances allowed by ERISA and the terms of the governing Trust Agreement. If the Trustees amend or terminate the Plan, they will notify you in writing of the changes that are made to your coverage.

***Plan Interpretation***

A reviewing court shall not substitute its judgment for that of the Board of Trustees except to evaluate the Trustees' decision pursuant to the standards set forth in the Firestone Tire and Rubber et al., v. Richard Bruch, 489 U.S. 101 (1989), decision.

***Vesting***

All of the benefits of this Plan are made available to you and your eligible Dependents by the Trustees as a privilege and not as a right. You and your eligible Dependents do not acquire any vested right to Plan benefits either before or after your retirement.

***No Employment Guarantee***

Your coverage by the Plan does not constitute a guarantee of your continued employment.

## **Statement Of ERISA Rights**

---

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to the following rights.

### ***Receive Information About Your Plan And Benefits***

You have the right to:

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. These include 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. These include insurance contracts and Collective Bargaining Agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### ***Continue Group Health Plan Coverage***

You also have the right to:

Continue health care coverage for yourself, spouse or Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

Reduce or eliminate exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when:

- You lose coverage under the Plan;
- You become entitled to elect COBRA continuation coverage; or
- Your COBRA continuation coverage ceases.

You must request the certificate of creditable coverage before losing coverage or within 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

## ***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 the 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 Plan Administrator.

If you have a claim for benefits, which is denied or ignored, in whole or in part, 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 domestic relations order or 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, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue N.W.  
Washington, D.C. 20210

For more information or to request publications about your rights and responsibilities under ERISA:

Call (866) 444-3272; or

Visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa).