

## **IBEW LOCAL 22/NECA HEALTH AND WELFARE PLAN**

### **Summary of Material Modifications**

The Trustees are committed to providing comprehensive health benefits for you and your Dependents. The Trustees have recently amended your Plan. This Notice summarizes these changes.

Effective January 1, 2012, the Trustees have amended the Plan to include a Retiree Health Reimbursement Arrangement ("Retiree HRA"). The details of the Retiree HRA are included in the following document which replaces Attachment B of your Summary Plan Description.

### **GRANDFATHERED STATUS**

This group health Plan believes this coverage is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventative health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Fund Office, or you may call the Blue Cross and Blue Shield of Nebraska Member Services Department at the telephone number shown on the back of your I.D. card. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). The EBSA website has a table summarizing which protections do and do not apply to grandfathered health plans.

Please keep this information with your Plan materials. If you have any questions, please contact the Fund Office.

Sincerely,

Board of Trustees  
January, 2012

# Attachment B: Health Reimbursement Arrangement (HRA)

The Plan provides two types of Health Reimbursement Arrangements (“HRAs”), an Active Employee Health Reimbursement Arrangement (“Active HRA”), and a Retiree Health Reimbursement Arrangement (“Retiree HRA”).

## **ACTIVE EMPLOYEE HEALTH REIMBURSEMENT ARRANGEMENT (“ACTIVE HRA”):**

Effective June 1, 2008, an Active Employee Health Reimbursement Arrangement ("Active HRA") has been established by the Plan for eligible Bargaining Employees and Non-Bargaining Employees.

**ELIGIBILITY.** Each Bargaining Employee and Non-Bargaining Employee that has contributions made on their behalf to the Active HRA effective on or after June 1, 2008, is eligible to participate in the Active HRA. Participation in the Active HRA begins on the first day of the month after contributions are first remitted to the Active HRA on your behalf.

**TERMINATION OF PARTICIPATION.** Termination of participation in the Active HRA occurs when a participant’s Active HRA is forfeited. A participant’s Active HRA shall be forfeited for the following reasons:

- (a) Plan termination.
- (b) One-year break-in-Service: Your Active HRA will be forfeited on the later of:
  1. the first day of the month following the twelfth consecutive month that you are not covered under the Health and Welfare Plan; or
  2. the first day of the month following the twelfth consecutive month that you are not credited with any Employer contributions to the HRA.
- (c) Disqualifying employment: If you are employed in the industry by an employer having no obligation to contribute to the Plan, your Active HRA will be forfeited on the first day of the month following the month that the work for the non-contributing employer was first performed. No reimbursements will be made for claims incurred on or after the date of the forfeiture.

**INDIVIDUAL ACCOUNTS.** The Plan Administrator will establish and maintain separate Active HRA accounts for each eligible Bargaining Employee and Non-Bargaining Employee. This account will be used to receive your contributions and to pay your benefits. Although each participant's account will be separately identified, the combined assets of each account will be held by the Fund in reserves and identified in the Plan's financial statements as the Active HRA reserves. The Active HRA account established for you will merely be a record keeping account with the purpose of keeping track of contributions and available reimbursement amounts from the Plan. The Individual Active HRA Accounts shall not be credited with any interest income earned on the Active HRA reserves. The

Active HRA Accounts will not be charged with any expenses for administration of the HRA. The Active HRA Accounts do not constitute a vested benefit.

- (a) Crediting of Accounts. Your Active HRA account will be credited at the end of each month following the month hours were worked for which contributions are being made to your account. In other words, contributions made for hours worked in March will be credited to your account on April 30th. Only amounts actually received by the Plan will be credited to your account.
- (b) Debiting of Accounts. Your Active HRA account will be debited during each Period of Coverage for all eligible reimbursements. A "Period of Coverage" is the calendar year.
- (c) Available Amount. The amount available for reimbursement to either the Bargaining Employee, Non-Bargaining Employee, or Eligible Dependent for Allowable Medical Care Expenses is that amount credited to your Active HRA.

**CARRYOVER OF ACCOUNTS.** If any balance remains in your Active HRA Account after all reimbursements are paid for the Period of Coverage, the balance will be carried over to reimburse the participant for medical care expenses incurred during a subsequent Period of Coverage. In addition, any HRA benefit payments that are unclaimed (for example, uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the medical care expense was incurred shall be forfeited.

Should the Bargaining Employee or Non-Bargaining Employee die, the account will be made available to pay benefits to the Eligible Dependents of the Bargaining Employee or Non-Bargaining Employee .

If the Bargaining Employee or Non-Bargaining Employee is deceased and there are no surviving Eligible Dependents, any remaining balance in the account shall be forfeited and reallocated to the then existing Active HRA accounts equally.

If a Bargaining Employee or Non-Bargaining Employee loses coverage from the Plan, the actual amount in their account will be available for benefit payment, subject to the forfeiture rules in the Section entitled, "TERMINATION OF PARTICIPATION" above.

**BENEFITS.** The monies deposited into the Active HRA account will be available to be used by the Bargaining Employee or Non-Bargaining Employee for the payment of Allowable Medical Care Expenses incurred by the Bargaining Employee or Non-Bargaining Employee, the Bargaining Employee or Non-Bargaining Employee's spouse as defined in Internal Revenue Code § 213(d)(8), and/or the Bargaining Employee or Non-Bargaining Employee's eligible, non-spouse Dependents. Benefits will not be provided in the form of cash or any other taxable or non-taxable benefit other than reimbursement of Allowable Medical Care Expenses.

**ALLOWABLE MEDICAL CARE EXPENSES AND EXCLUSIONS.** See pages 84-88.

**RETIREE HEALTH REIMBURSEMENT ARRANGEMENT (“RETIREE HRA”):**

Effective January 1, 2012, a Retiree Health Reimbursement Arrangement ("Retiree HRA") has been established by the Plan for Eligible Retiree's. For purposes of this Attachment B, an “Eligible Retiree” is a former Bargaining Employee or Non-Bargaining Employee who has met the requirements below to obtain eligibility from the Retiree HRA.

**ELIGIBILITY.** Each former Bargaining Employee and former Non-Bargaining Employee that has contributions allocated to their Retiree HRA account on or after January 1, 2012 is eligible to participate in the Retiree HRA (i.e. is an Eligible Retiree). Effective January 1, 2012, A former Bargaining Employee or Non-Bargaining Employee will have contributions allocated to his Retiree HRA account in January of each year that he satisfies the following criteria:

- he was retired as of May 31 of the prior year and did not actively seek covered employment in the electrical industry through the following January 1. For purposes of this requirement, a participant is considered retired if he has ceased receiving coverage from the Plan as a Bargaining Employee or a Non-Bargaining Employee and he is not actively seeking covered employment in the electrical industry;
- he maintained coverage under the Plan as a Bargaining Employee or a Non-Bargaining Employee during at least 20 different calendar years preceding retirement. For purposes of this requirement, a former Bargaining Employee or Non-Bargaining Employee will be credited with one year of service for each calendar year for which they were covered for at least one month as a Bargaining Employee or a Non-Bargaining Employee under the Plan;
- he is not currently receiving a pre-retirement benefit from the IBEW Local 22 Pension Plan A;
- he is at least age 62 and alive as of May 31 of the prior year; his benefits are not currently suspended from the IBEW Local 22 Pension Plan A; and
- he did not perform covered employment in the electrical industry for an employer having no obligation to contribute to the Plan during the ten years immediately preceding retirement or at any time after retirement.

**TERMINATION OF PARTICIPATION.** Termination of participation in the Retiree HRA occurs when a participant's Retiree HRA is forfeited. A participant's Retiree HRA shall be forfeited for the following reasons:

- (a) Plan termination.
- (b) Disqualifying employment: If you are employed in covered employment in the electrical industry by an employer having no obligation to contribute to the Plan, your Retiree HRA will be forfeited on the first day of the month that the work for the non-contributing employer was first performed. No reimbursements will be made for claims incurred on or after the date of the forfeiture.

**INDIVIDUAL ACCOUNTS.** The Plan's Administrator will establish and maintain separate Retiree HRA accounts for each Eligible Retiree. This account will be used to receive your contributions and to pay your benefits. Although each Eligible Retiree's account will be separately identified, the combined assets of each account will be held by the Fund in reserves and identified in the Plan's financial statements as the Retiree HRA reserves. The Retiree HRA account established for you will merely be a record keeping account with the purpose of keeping track of contributions and available reimbursement amounts from the Plan. The Individual Retiree HRA Accounts shall not be credited

with any interest income earned on the Retiree HRA reserves. The Retiree HRA Accounts will not be charged with any expenses for administration of the Retiree HRA. The Retiree HRA Accounts do not constitute a vested benefit.

- (a) Crediting of Accounts. The Retiree HRA account will be credited each January based upon the Plan's accumulated Retiree HRA contributions received during the preceding Retiree HRA funding year.. The Retiree HRA funding year will begin June 1<sup>st</sup> of each year and will end May 31<sup>st</sup> of the following year. This means that the January, 2012 Retiree HRA allocation is based on Retiree HRA contributions remitted on work hours from June 1, 2010 to May 31, 2011. Each year's Retiree HRA contributions will be allocated to Eligible Retirees based upon the following Retiree HRA Allocation formula:

	Base Retiree HRA Benefit with 20 Years of Service	Additional Benefit Per Year of Service (21 to 30)	Maximum Annual Retiree HRA Benefit
<b>Age 62 – 64</b>	\$ "X"	1/10 "X"	2 times "X"
<b>Age 65+</b>	50% of Pre-65 Benefit	50% of Pre-65 Benefit	\$ "X"

"X" is determined on a prorated basis once the preceding Retiree HRA funding year is completed.

**EXAMPLE: January 1, 2012 Retiree HRA Allocation:**

During the funding year ending May 31, 2011, Retiree HRA contributions totaled \$153,410. Based upon the credited Retiree HRA years of service among that year's Eligible Retiree's who were entitled to an allocation for that year, "X" was determined to be \$616.00.

	Base Retiree HRA Benefit with 20 Years of Service	Additional Benefit Per Year of Service (21 to 30)	Maximum Annual Retiree HRA Benefit
<b>Age 62 – 64</b>	\$616.00	\$61.60	\$1,232.00
<b>Age 65+</b>	\$308.00	\$30.80	\$616.00

- (b) Debiting of Accounts. Your Retiree HRA account will be debited during each Period of Coverage for all eligible reimbursements. A "Period of Coverage" is the calendar year.
- (c) Available Amount. The amount available for reimbursement to either the Eligible Retiree or Eligible Dependent for Allowable Medical Care Expenses is that amount credited to your Retiree HRA under Subsection (a), reduced by prior reimbursements debited under Subsection (b).

**CARRYOVER OF ACCOUNTS.** If any balance remains in your Retiree HRA Account after all reimbursements are paid for the Period of Coverage, the balance will be carried over to reimburse the Eligible Retiree for medical care expenses incurred during a subsequent Period of Coverage. In addition, any Retiree HRA benefit payments that are unclaimed (for example, uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the medical care expense was incurred shall be forfeited.

Should the Eligible Retiree die, the account will be made available to pay benefits to the spouse as defined in Internal Revenue Code § 213(d)(8) of the Eligible Retiree and any Eligible Dependents of

the Eligible Retiree for twelve months following the Eligible Retiree's death. If the Eligible Retiree is deceased and there is no surviving spouse or surviving Eligible Dependents, any remaining balance in the account shall be forfeited and will be allocated to the Eligible Employee's that are entitled to an allocation the following January.

**BENEFITS.** The monies allocated into the Retiree HRA account will be available to be used by the Eligible Retiree for the payment of Allowable Medical Care Expenses incurred by the Eligible Retiree, the Eligible Retiree's spouse as defined in Internal Revenue Code § 213(d)(8), and/or the Eligible Retiree's non-spouse Eligible Dependents. Benefits will not be provided in the form of cash or any other taxable or non-taxable benefit other than reimbursement of Allowable Medical Care Expenses.

#### **ALLOWABLE MEDICAL CARE EXPENSES – APPLICABLE TO BOTH ACTIVE AND RETIREE HRA**

You may receive reimbursement for Allowable Medical Care Expenses incurred during the time you have a balance in your HRA.

- (a) Incurred. A medical expense is "incurred" at the time the medical care or service giving rise to the expenses is furnished and not when the individual incurring the expense is formally billed for, is charged for, or pays for the medical care. Allowable Medical Expenses incurred before you become eligible to participate in the Active HRA are not eligible for reimbursement from the Active HRA. Allowable Medical Expenses incurred before you become eligible to participate in the Retiree HRA are not eligible for reimbursement from the Retiree HRA. An Allowable Medicare Care Expense incurred during one Period of Coverage may be paid during a later Period of Coverage, provided you have a balance in your HRA (i.e. your HRA has not been forfeited).
- (b) Allowable Medical Care Expenses. Allowable Medical Care Expenses are all expenses incurred by the Bargaining Employee, Non-Bargaining Employee, or Eligible Retiree and his Eligible Dependents for medical care as that term is defined in Section 213 of the Internal Revenue Code incurred during a calendar year. This includes "medical care" and any other expense which the Internal Revenue Service has recognized as properly deductible under Section 213(d)(1) of the Internal Revenue Code. Self-payments for continued Plan coverage are also Allowable Medical Care Expenses. Eligible Expenses include reimbursement for medicines or drugs only if purchased with a prescription, including "Over-the-Counter Medicines" which do not ordinarily require a prescription. Prescription drugs and prescribed Over-the-Counter Medicines must be for the treatment of illness or injury as defined by the Internal Revenue Code not merely to advance your general good health. However, Allowable Medical Care Expenses and prescribed Over-the-Counter Medicines will only be considered for reimbursement if they are not covered by a health care plan of which you are a participant or, if they are partially covered by a health care plan, to the extent not covered. A partial list of examples of Allowable Medical Care Expenses and prescribed Over-the-Counter Medicines follows.

The following tables on pages 85 and 86 contain only partial lists since the Internal Revenue Service frequently changes the list of deductible medical expenses. You should refer to IRS Publication 502, available upon request from the Fund Office, for a current list of what medical expenses are includible and what expenses are excludible.

.....  
**Medical Care Expenses Eligible for Reimbursement Under Your Health  
Reimbursement Arrangement – *Applicable to Both the Active and Retiree HRA***

- Abortions, legal
- Acupuncture
- Alcoholism (substance abuse) treatment
- Ambulance Expenses Nursing home (for medical reason only)
- Amounts exceeding payments made by insurance companies for eligible expenses
- Nursing services
- Artificial limbs
- Bandages
- Birth control pills
- Braille books and magazines
- Breast reconstruction surgery after mastectomy
- Car controls for the disabled
- Chiropractors
- Christian Science practitioner's fees
- Contact lenses and solutions
- Crutches
- Deductibles for Medical Insurance Only
- Dental fees
- Dentures
- Diagnostic fees for Medical Diagnoses Only
- Disabled dependent care expenses
- Drug addiction treatment expenses
- Eye glasses including the examination fee
- Eye surgery
- Fertility enhancement
- Hearing devices
- Home improvements/modifications motivated by medical considerations
- Hospital Bills
- Insulin
- Insurance Copayments
- Laboratory fees
- Laser eye surgery
- Lead-base paint removal (for children with lead poisoning)
- Lifetime care/Advance payments founder's fee
- Long-term care: only qualified long-term care expenses as defined by the IRS and qualified long-term care insurance premiums
- Medical conferences
- Medicare and medical insurance premiums
- Midwife Obstetrical expenses
- Orthopedic shoes
- Oxygen Physicians fees
- Prescription drugs and medical supplies
- Private institution/home cost for mentally or physically handicapped
- Psychiatric care
- Psychoanalysis
- Psychologists' fees
- Radial Keratotomy
- Seeing-eye dog and its upkeep
- Self-payments to IBEW Local 22/NECA Health & Welfare Plan
- Smoking cessation program expenses and related prescription drugs (however excluding nonprescription drugs and products such as nicotine gum or patches)
- Special education costs
- Special home for mentally retarded
- Sterilization fees
- Surgical fees
- Telephone, special for the deaf
- Television audio display equipment for the deaf
- Therapy received as medical treatment
- Transplant/donor medical expenses
- Transportation, meals and lodging expenses, primarily in the rendering of medical care
- Tuition at a special school for the handicapped
- Vaccinations/Immunizations
- Vitamins by prescription (pre-natal)
- Weight-loss program, only if for treatment of a specific disease diagnosed by a Physician (such as obesity, hypertension or heart disease), fees for membership in a weight reduction group and attendance in periodic meetings is covered, as well as the cost of special food which exceeds the cost of a normal diet. Please refer to the specific exclusions listed in the next section.
- Wheelchair
- Wigs (for hair loss due to disease)
- X-rays

## Medical Care Expenses Eligible for Reimbursement Under Your Health Reimbursement Arrangement (Cont'd)

### Over-the-Counter Medicines

Over-the-Counter Medicines must be used for treatment of an illness. This list is not comprehensive. Over-the-Counter Medicines are eligible for reimbursement only if purchased with a prescription. To receive reimbursement for prescribed Over-the-Counter Medicines purchased on and after January 1, 2011, you must provide the Fund Office with one of the following items when you submit your claims:

- A receipt from a pharmacy which identifies the name of the purchase (or the name of the person for whom the prescription applies), the date and amount of the purchase, and an Rx number; or
- A receipt from a pharmacy without an Rx number accompanied by a copy of the related prescription.

TYPE OF EXPENSE	EXAMPLES
Acne medicine:	Clean & Clear, Clearasil, LomaLux, Neutrogena, Noxzema, Oxy, Phisoderm, Stridex
Allergies:	Actifed, Advil, Afrin, Alavert, Allerest, Benadryl, ChlorTrimeton, Claritin, Dimetapp, Diphedryl, Motrin, Nasal Crom, Sudafed, Tavist, Tylenol, Vicks
Asthma:	Bronkaid
Cold Sores:	Abreva, Notriva
Colds:	Actifed, Advil, Aleve, Alka-Seltzer Plus, Cepecol, Chloraseptic, Ciricidin, Cold-Eze, Comtrex, Contac, Dimetapp, Drixoral, Halls, Lumens, Neosynephrine, Profen IS, Riccola, Robitussin, Sucrets, Sudafed, Theraflu, Triaminic, Tylenol, Vicks DayQuil, Vicks VapoRub, Zicam, Zinc Drops
Cuts and Itching:	Bactine, Balmex, Benadryl Anti-Itch Cream, Caladryl, CamphoPhenique, Cortaid, Dermarest, Desitin Diaper Rash Cream, Hydrocortizone, Hydrogen Peroxide, Iodine, Itch-X, Lanacaine, Neosporin, Polysporin, Psoriasis gel, Witch Hazel
Diabetes:	Insulin
Dietary Supplements:	Acidophilus, Coenzyme, Ensure, Q-10
Digestive Remedies:	Alka-Seltzer, Axid AR, Bonine, Carters, Castor Oil, Citrucel, Corectol, Dramamine, Dulcolax, Emetrol, Ex-lax, Fleet Enema, Gas-X, Gaviscon, Imodium, Kaopectate, Lactaid pills, Maalox, Metamucil, Mylanta, Pepcid, Pepto-Bismol, Phillips, Prilosec, Roloids, Tagamet, Tums, Zantac
Eye & Ear Problems:	OcuHist, Swim-Ear, Visine
Foot Treatments:	Fungi Care, Lotrimin, Micantin
Herbal, Homeopathic or Naturopathic Remedies:	Bilberry, Cholestine, DHEA, Echinacea, Estroven, Fish Oil, Flax Seed Oil, Garlic, Ginseng, Ginkgo Biloba, Glucosamine and Chondroitin, Goldenseal, Grape Seed, Herbs, Joint Juice, Knox Nutra Joint, L-Argine, L-Carnitine, Lecithin, Lutein, Maca, Melatonin, Milk thistle, MSM, OcuVite, Omega-3,6,9, Osteo Bi-flex, Papaya Enzyme, Sam-e, Shark Cartilage, St. Johns Wort, Vasorect, Venstat

Jock Itch:	Cruex, Lamisil AT, Lotrimin AF, Micantin, Tinactin
Lice:	LiceFree, Nix, Pronto, Rid
Minerals & Vitamins:	Antioxidants, Calcium, Chromium Piclinate, Folic Acid, Iron, Lysine, Magnesium, Menopause Supplements, Multi-Vitamins, Niacin, Potassium, Selenium, Senior Vitamins, Zinc
Pain Relief:	Advil, Aleve, Arth-Rx, Aspercreme, Aspirin, Azo, BenGay, Doan's, Epsom Salts, Excedrin, Flexall, Ibuprofen, IcyHot, Jointflex, Joint-Ritis, Mentholatum, Midol, Motrin, Pamprin, Premysin, PMS, Prodiium, Stopain, Tylenol
Smoking Cessation:	Endit, Lite'n Up, NicoDerm CQ, Nicorette, Nicotrol, Smoke-Wasy, Venturi
Toothache:	Orajel, Red Cross, Zilactin
Warts:	Compound W, Dr. Scholls, Pedific, Wart-off
Weight Loss:	Cidermax, Dexatrim, PatentLean, Puralin
Yeast Infection:	Monistat, Mycelex 3, Vaginex, Vagistat3

.....

(c) Medical Care Expense Exclusions. Except as specifically included by this document, expenses that do not meet the definition of "medical care" under Section 213(d)(1) are excluded from reimbursement. The following is a partial list of expenses which are excluded and not eligible for reimbursement:

- 1) Cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to improve a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma or a disfiguring disease.
- 2) Long term care expenses, except for premiums from long term care policies.
- 3) Funeral and burial expenses.
- 4) Massage therapy.
- 5) Health club or fitness program dues, even if the program is necessary to alleviate a specific medical condition.
- 6) Marijuana and other controlled substances, the possession of which are in violation of federal laws.
- 7) Maternity clothes, diaper service or diapers, babysitting childcare.
- 8) Bottled water, cosmetics, toiletries and toothpaste.
- 9) Vitamins and dietary supplements, except if a statement of medical necessity from Physician or Alternative Healthcare Provider is provided.
- 10) Automobile insurance premiums and automobile improvements, depreciation of an automobile, general repair or maintenance expenses of an automobile, even if other

transportation expenses are includable when used for transportation to receive medical care; except for car controls for the disabled.

- 11) Home improvements (unless motivated by medical considerations), household or domestic help.
- 12) Death benefits, life insurance benefits including the portion of the Plan's COBRA premium that pays for life insurance.
- 13) Any item that does not constitute "medical care", as defined under Internal Revenue Code Section 213(d)(1).

#### **Excluded Over-the-Counter Medicines**

Cosmetics, Hair Growth Treatment, Hemorrhoid Treatment, Illegally Procured Medicines, Sleeping Aids, Sun Block, and Toiletries.

#### **Expenses that Do Not Qualify for Reimbursement**

- Unnecessary cosmetic surgery and health care expenses incurred for the primary purpose of enhancing the appearance.
- Marriage or family counseling.
- The salary expense of a nurse incurred in connection with the care of a normal healthy newborn in the home.
- Household and domestic help (even though recommended by a qualified physician due to the inability to perform housework).
- Costs for sending a child to a special school for anticipated benefits the child may receive from the course of study and the disciplinary methods used.
- Any expense incurred in connection with an illegal operation or treatment.
- Health club dues, YMCA dues, steam bath, spa, gym, etc. (even if recommended for weight loss that is treatment for a specific disease diagnosed by a Physician).
- Social activities, such as dance lessons or classes (even if recommended by a physician).
- Programs for the purposes of general health and well being (excluding some programs which are specifically included such as weight loss or smoking cessation programs, but subject to the specific requirements listed in the eligible expense table).
- Diet food or beverages that substitute for normally consumed food or beverages which satisfy nutritional needs (special food can be included medical expenses only if the food does not satisfy normal nutritional needs, alleviates or treats an illness, and the need for the food is substantiated by a Physician).
- Vitamins taken for general health purposes.
- Automobile insurance premiums including the segment of premiums providing medical care for persons injured through the accident.
- Premiums paid for life insurance policies or for policies providing repayment for loss of earnings or for accidental loss of life, limb, sight, etc.

- Vacations for travel taken for purposes of general health, a change in environment, improvement of morale, etc., or taken to relieve physical or mental discomfort not related to a particular disease or physical defect.
- Transportation expenses to and from work, even though a physical condition may require special means of transportation.
- PPO discounts or negotiated rates if you are not liable for them.

(d) Claims and reimbursement procedures.

- 1) Timing. Within thirty days after receipt by the Plan's Administrator of a reimbursement claim from you, the Plan will reimburse you for your Allowable Medical Care Expenses provided the claim form is completed in its entirety and is accompanied by the required documentation and the claim has been approved for payment by the Plan Administrator.
- 2) Filing a Claim. You may apply for reimbursement by submitting an application in writing to the Plan Administrator on a form provided by the Fund Office. Reimbursement must be sought no later than March 31st following the close of the Plan Year in which the Allowable Medical Care Expense was incurred. The application for reimbursement must include the following information: the person or person on whose behalf the Allowable Medical Care Expenses have been incurred; the nature and date of the expenses incurred; the amount of the requested reimbursement; and a statement of such expenses that would have not otherwise been reimbursed and are not reimbursable through any other source. The application must be accompanied by bills, invoices, and other statements from an independent party showing that the Allowable Medical Care Expenses have been incurred and the amounts of such expenses, together with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claims for reimbursement are at least \$50.
- 3) Claim payments may never exceed the amount remaining in the HRA Account.
- 4) A participant's Active HRA account must be exhausted before he can receive a reimbursement from his Retiree HRA account.

**COORDINATION OF BENEFITS.** Benefits under this Plan are intended to pay benefits solely for Allowable Medical Care Expenses not previously reimbursed or reimbursable elsewhere. To the extent that an otherwise Allowable Medical Care Expense is payable or reimbursable from another source, that source shall pay or reimburse prior to payment or reimbursement from this Plan.

**RIGHTS UPON TERMINATION.** The Board of Trustees reserves the right to terminate the Plan and provide for the distribution of the Fund's assets, including the HRA Accounts, to all participants and eligible beneficiaries. It is the intention of the Board to continue the Plan indefinitely. However, it is difficult to predict the future so the Board of Trustees reserves the right to modify or terminate the Plan at any time should it become necessary in the Board of Trustees' sole discretion.

**NOT GUARANTEED BY PENSION BENEFIT GUARANTEE CORPORATION.** The Pension Benefit Guarantee Corporation is an entity established under ERISA to ensure payment of certain pension benefits. The Active and Retiree HRAs are part of the IBEW Local 22/NECA Health & Welfare Plan, which is not one of the types of plans that the Pension Benefit Guarantee Corporation covers.

**QUALIFIED MEDICAL CHILD SUPPORT ORDER.** A Qualified Medical Child Support Order ("QMCSO") is a judgment, decree, or order issued by a court of competent jurisdiction requiring that the Fund recognize an eligible child as an Alternate Recipient, as defined by ERISA Section 609(a). Such order must be approved in accordance with procedures adopted by the Board of Trustees. Upon receipt of a Medical Child Support Order or other order designating medical child support, the Fund Office will promptly notify each Alternate Recipient of the receipt of such order and the Plan's procedure for determining whether the order is qualified. Upon review of the order, the participant and all Alternate Recipients will be promptly notified whether the order has been determined to be a QMCSO. The Plan will provide benefits under the Plan to any Alternate Recipients in accordance with the applicable provisions of any QMCSO. Any payment of benefits made by the Plan pursuant to a QMCSO in reimbursement for expenses paid by an Alternate Recipient's Custodial Parent or Legal Guardian, shall be made to Alternate Recipient's Custodial Parent or Legal Guardian.

**APPEAL PROCEDURE.** If you or your beneficiary wants to appeal a decision by the Plan Administrator to deny, or partially deny, any claim for reimbursement, you must follow the procedure contained in Attachment A, Article VIII of this Summary Plan Description.